

Kentucky Association of Counties

All Lines Fund

400 Englewood Drive

Frankfort, KY 40601

Declarations Page

Policy Number P&C2911

Policy Period: 7/1/2021 to 7/1/2022

Insured Name and Address

Marion County Water District
PO Box 528
Lebanon, KY 40033

For customer service please call
(800)264-5226

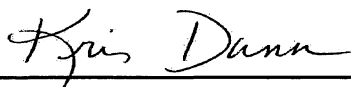
Issued: 8/3/2021

Business Description Utilities

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

Coverage			Deductible
General Liability (Per OCC/AGG)	3,000,000	5,000,000	0
Law Enforcement (Per OCC/AGG)	NCD	NCD	NCD
Errors/Omissions (Per OCC/AGG)	1,000,000	3,000,000	1,000
Employment Practices (Per claim / AGG) Retroactive Date: 07/01/2006	1,000,000	3,000,000	1,000
Cyber Liability (Per claim / AGG) Retroactive Date: 07/01/2015	1,000,000	1,000,000	2,500
Auto Liability (CSL)	3,000,000		0
Auto Comprehensive	ACV		500
Auto Collision	ACV		500
P.I.P. (No Fault)	10,000		0
Under Insured/Un-Insured	60,000	60,000	0
Non Owned Auto Coverage	Primary		
Property/Buildings	As Per Statement on File		1,000
Personal Property	As Per Statement on File		1,000
Boiler & Machinery	15,000,000		1,000
Inland Marine & EDP	As Per Statement on File		1,000
Business Income	500,000	500,000	0
Flood (Excluding Special Hazard Area Flood - Zones A & V)	1,000,000	1,000,000	0
Earthquake	See Policy	See Policy	25,000
Crime (Other than Employee Dishonesty)	150,000		500
Employee Dishonesty	150,000		250
Legal Defense Coverage	50,000		0

Authorized
Representative



Date 8/3/2021

GENERAL LIABILITY COVERAGE FORM

This Coverage Form explains **YOUR GENERAL LIABILITY COVERAGE**. The coverages referenced in this Coverage Form are:

- Coverage A. Bodily Injury and Property Damage Liability
- Coverage B. Personal Injury and Advertising Injury Liability
- Coverage C. Fire, Explosion or Water Damage Liability
- Coverage D. Medical Payments

No obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the insuring agreement applicable to these coverages.

These coverages are subject to exclusions that restrict coverage. The amount we will pay is limited as described on the Declarations Page. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words **you** and **your** refer to the Named **Insured** shown in the Declarations, and any other person or organization qualifying as an **insured** under this Coverage Form. 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 WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in **bold** have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

We will pay those sums that the **insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend any **suit** to which this insurance applies, seeking those **damages**; but:

- a. we may investigate any **occurrence** and settle any **claim** or **suit** at **our** discretion;
- b. the amount we will pay for damages is limited as described in SECTION II –LIMIT OF INSURANCE; and
- c. **our** right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A. Bodily Injury and Property Damage Liability; Coverage B. Personal Injury and Advertising

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Injury Liability; Coverage C. Fire, Explosion or Water Damage Liability; or
Coverage D. Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY COVERAGES—COVERAGES A & B.

This insurance applies to **bodily injury** and **property damage** only if:

- a. the **bodily injury** or **property damage** occurs during the Policy Period;
- b. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- c. prior to the Policy Period, no **insured** listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **insured** or authorized **employee** knew, prior to the Policy Period, that the **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or **property damage** which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any **insured** listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the Policy Period.

Bodily injury or **property damage** will be deemed to have been known to have occurred at the earliest time when any **insured** listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all, or any part, of the **bodily injury** or **property damage** to **us** or to any other insurer;
 - b. receives a written or verbal demand or **claim** for **damages** because of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
2. Exclusions

Insurance under Coverage A. Bodily Injury and Property Damage Liability does not apply to any **suit** or **claim** for **damages**, whether direct or consequential, or any cause of action which is covered under any other coverage part herein or other Coverage Form of this Policy. This insurance also does not apply to the following:

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a. Expected or Intended Injury

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

b. Contractual Liability

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

- (1) assumed 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; or
- (2) that the **insured** would have in the absence of the contract or agreement.

c. Liquor Liability

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

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

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

- (1) the supervision, hiring, employment, training or monitoring of others by that **insured**; or
- (2) providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

However, this exclusion applies only if **you** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

- (1) **Bodily injury** to an **employee** of the **insured** arising out of and in the course of:
 - (a) employment by the **insured**; or
 - (b) performing duties related to the conduct of the **insured's** business; or
- (2) **Bodily injury** to the spouse, child, parent, brother or sister of that **employee** as a consequence of (1) above.

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- (3) **Bodily injury** arising out of any demotion, harassment, discrimination, humiliation, or other employment-related practices, acts, or omissions.

This exclusion applies:

- (i) whether the **insured** may be liable as an employer or in any other capacity; or
(ii) to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

This exclusion does not apply to liability of others assumed by the **insured** under an **insured contract** provided that the **bodily injury** or **property damage** occurs subsequent to the execution of the **insured contract**.

f. Pollution

- (1) **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
- (a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**;
 - (b) at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
 - (c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as **waste** by or for any **insured** or any person or organization for which you may be legally responsible; or
 - (d) at or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of **pollutants**.
- (2) Any loss, cost or expense arising out of any:
- (a) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - (b) **claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
- (3) Paragraph (1) of this exclusion does not apply to pesticide or herbicide applicators if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those conditions. The maximum amount payable for pesticide or herbicide liability shall not exceed \$250,000.
- (4) Paragraph (1)(a) of this exclusion does not apply to:
- (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (b) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or

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- (c) **property damage** to a building or its contents if caused by sewage resulting from:
 - (i) the reverse flow of such sewage from within any sewage facility that you own, operate or maintain; or
 - (ii) the escape of sewage from any fixed conduit that **you** own, operate or maintain, but only if the escape occurs away from land **you** own or lease.
- (5) Paragraph (1)(d) of this exclusion does not apply to:
 - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **insured**, contractor or subcontractor;
 - (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or
 - (c) **bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.

g. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

- (1) a watercraft while ashore on **your premises**;
- (2) a watercraft not being used to carry persons or property for a charge. Watercraft carrying persons or property for a charge are covered if scheduled to this Policy;
- (3) watercraft under 50 feet in length that are listed on the watercraft schedule;

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- (4) parking an **auto** on, or on the ways next to, **your premises**, other than an **insured's auto**;
- (5) liability of others assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft;
- (6) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (7) **bodily injury** or **property damage** arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

h. Mobile Equipment

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

- (1) the transportation of **mobile equipment** by an **insured's auto**; or
- (2) the use of **mobile equipment** in, or while in practice for or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

Bodily injury or **property damage** due to war whether or not declared or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

j. Damage to Property

Property damage to:

- (1) **your premises**;
- (2) premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) property loaned to **you**;
- (4) personal property in the care, custody or control of the **insured**;
- (5) that particular part of real property on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **property damage** arises out of those operations;
- (6) that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it; or
- (7) property which **you** are a bailee for, property which **you** have confiscated or seized, or property which is otherwise in **your** care, custody or control and which **you** do not own, rent, hire, lease, utilize or occupy with the agreement or consent of the owner.

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

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Paragraphs (3), (4), (5), (6) and (7) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Property Not Physically Injured and Required Damage to Property

Property damage to:

- (1) property that has not been physically injured, arising out of:
 - (a) a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
 - (b) a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.
- (2) property which it is necessary to damage in order to:
 - (a) repair, replace, adjust, or remove **your product** or **your work** that is known to be defective, deficient, inadequate or dangerous; or
 - (b) correct **your** failure or the failure of anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work or Impaired Property

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

- (1) **your product**;
- (2) **your work**; or
- (3) **impaired property**;

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

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o. Asbestos

Bodily injury or property damage arising out of the actual, alleged or threatened:

- (1) inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos;
- (2) use of asbestos in **your work** or **your product** or the work or product of any person or organization for whom **you** may be legally responsible; or
- (3) exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by **you** or any person or any organization for whom **you** may be legally responsible.

p. Lead

Bodily injury or property damage arising out of:

- (1) the ingestion, inhalation or absorption of lead in any form; or
- (2) the presence of lead at **your premises**.

q. Land Use

Bodily injury or property damage arising out of or in any way connected with any of the following by whatever name called:

- (1) eminent domain;
- (2) land use planning;
- (3) municipal zoning;
- (4) condemnation;
- (5) inverse or reverse condemnation; or
- (6) adverse possession or dedication by adverse use.

r. 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. This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process, or transmit the gas, oil, water, electricity or steam. Failure to supply gas, oil, water, electricity or steam is totally excluded if caused by a flood or earthquake.

s. Dam

Bodily injury or property damage arising out of the rupture, bursting, overtopping, flooding, cracking, seepage, under-seepage, accidental discharge, or partial or complete structural failure of any **dam**, levee or dike, that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease.

t. Law Enforcement Activities

Bodily injury or property damage arising out of:

- (1) any law enforcement activities, by a municipal government or law enforcement agency including your elected and appointed officials and your

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- employees** and volunteers, including any subsequent detention or incarceration;
- (2) the operation, maintenance or use of any premises or facility occupied, maintained, or used by any law enforcement agency;
 - (3) the employment, retention, supervision, dispatch or training of any person who has engaged, or is alleged to have engaged in any acts or conduct for which coverage is excluded under paragraphs t.(1) or t.(2) above; or
 - (4) the failure to protect any person from any acts or conduct for which coverage is excluded under paragraphs t.(1) through (3) above; or
 - (5) to any inmate of a county jail, or persons participating in work release or community service programs by virtue of court order or through a diversion program.

However, this exclusion only applies to **bodily injury** and **property damage** that occurs in the course of any law enforcement activity, including any subsequent detention or incarceration, and this exclusion does not apply to coverage provided under any LAW ENFORCEMENT LIABILITY ENDORSEMENT, if a part of this Policy.

u. Aviation Activities

Bodily injury or **property damage** arising out of the operation, maintenance, use or operation of airfields, runways, hangars, heliports, helipads, buildings or other properties used in connection with aviation activities or airports or similar property that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease.

This exclusion does not apply to:

- (1) **bodily injury** or **property damage** included in the **products-completed operations hazard**; or
- (2) **bodily injury** or **property damage** arising out of premises liability in buildings where the general public is admitted.

v. Health Care Facilities

Bodily injury or **property damage** arising out of the maintenance, operation or use of a continuing care facility, nursing home, long term care facility, assisted living community or hospital.

w. Personal and Advertising Injury

Bodily injury arising out of **personal injury** or **advertising injury**.

x. Punitive Damages, Attorneys' Fees, and Court Costs

Any judgment or **claim**, or any part thereof, for punitive damages, attorneys' fees, or court costs.

y. Abuse or Molestation

We will not pay any sum or defend any **suit** on behalf of any **insured** or person—

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- (1) who has been adjudicated, or has acknowledged, to have taken part in any act of **sexual abuse**; or
- (2) who has been adjudicated, or has acknowledged, to have remained passive upon gaining knowledge of any actual or alleged act of **sexual abuse**.

z. Special Events & Recreational Activities

With respect to the operations of any carnival, circus, festival, fair or property owned, leased, rented or occupied by the **insured** and used for recreational purposes, this insurance does not apply to:

- (1) **Bodily injury** or **property damage** arising out of any mechanically operated amusement device;
- (2) **Bodily injury** or **property damage** to any person while attending, practicing for or participating in any sports or athletic contest or exhibition, including but not limited to rodeos, tractor pulls, demolition or stunting activity, horse shows, automobile shows, racing events, running events, trail riding or any other recreational competition.

aa. All Terrain Vehicles

- (1) **Bodily injury** or **property damage** arising out of, caused by or contributed to by ownership, non-ownership, maintenance, use or entrustment to others of any all terrain vehicle (ATV). Use includes operation and **loading** or **unloading**; or
- (2) **Bodily injury** or **property damage** arising out of, caused by or contributed to by the use, design, construction or maintenance of any all terrain vehicle (ATV) trails.

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

bb. Electronic Data

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

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

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

cc. Recording and Distribution of Material or Information in Violation of Law

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

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

B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums to which this insurance applies, that the **insured** becomes legally obligated to pay as **damages** because of **personal injury or advertising injury**. We will have the right and duty to defend any **suit** to which this insurance applies, seeking those **damages**; but:
 - (1) we may investigate any **occurrence** and settle any **claim or suit** at our discretion;
 - (2) the amount we will pay for damages is limited as described in SECTION III – LIMIT OF INSURANCE; and
 - (3) our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A. Bodily Injury and Property Damage Liability; Coverage B. Personal Injury and Advertising injury Liability; Coverage C. Fire, Explosion or Water Damage Liability; or Coverage D. Medical Payments.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A & B.
- b. This coverage applies to **personal injury** only if caused by an offense:
 - (1) committed in the **coverage territory** during the Policy Period; and
 - (2) arising out of the conduct of **your** business (excluding advertising, publishing, broadcasting or telecasting done by or for **you**).
- c. This coverage applies to **advertising injury** only if caused by an offense:
 - (1) committed in the **coverage territory** during the Policy Period; and
 - (2) in the course of advertising **your** goods, products or services.

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2. Exclusions

This insurance does not apply to any **suit** or **claim** for **damages**, whether direct or consequential, or any cause of action which is covered under any other coverage part herein or other Coverage Form of this Policy. This insurance also does not apply to the following:

a. **Personal injury or advertising injury:**

- (1) caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- (2) arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
- (3) arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
- (4) arising out of a criminal act committed by, at the direction of, or with the consent of any **insured**;
- (5) for which the **insured** has assumed liability in the contract or agreement. This exclusion does not apply to liability for **damages** that the **insured** would have in the absence of the contract or agreement;
- (6) which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, disposal, seepage, migration, release or escape of **pollutants** at any time;
- (7) arising out of a breach of contract, except an implied contract to use another's advertising idea in **your** advertisement;
- (8) arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **your** advertisement;
- (9) arising out of the wrong description of the price of goods, products or services stated in **your** advertisement;
- (10) arising out of the infringement of copyright, patent trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in **your** advertisement; However, this exclusion does not apply to infringement, in your advertisement, of copyright, trade dress or slogan;
- (11) committed by an **insured** whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to paragraph 22. a. b. and c. of **personal injury** under the Definitions Section;
- (12) arising out of the actual, alleged or threatened;
 - (a) inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos; or
 - (b) use of asbestos in **your work** or **your product** or the work or product of any person or organization for whom **you** may be legally responsible; or
 - (c) exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled,

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- stored, treated, disposed of, processed or manufactured by **you** or any person or any organization for whom **you** may be legally responsible;
- (13) arising out of any activities at any airfield, runway, hangar, airport, airpark, heliport, or similar property that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease.
This exclusion does not apply to **personal injury** or **advertising injury** arising out of premises liability in buildings where the general public is admitted;
- (14) arising out of or in any way connected with any of the following by whatever name called:
- (a) eminent domain;
 - (b) land use planning;
 - (c) municipal zoning;
 - (d) condemnation;
 - (e) inverse or reverse condemnation; or
 - (f) adverse possession or dedication by adverse use;
- (15) arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam. This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process, or transmit the gas, oil, water, electricity or steam. Failure to supply gas, oil, water, electricity, or steam is totally excluded if caused by a flood or earthquake.
- (16) arising out of the rupture, bursting, overtopping, flooding, cracking, seepage, under-seepage, accidental discharge, or partial or complete structural failure of any **dam**, levee or dike, that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease;
- (17) arising out of:
- (a) the ingestion, inhalation or absorption of lead in any form; or
 - (b) the presence of lead **at your premises**;
- (18) arising out of:
- (a) any law enforcement activities, by a municipal government or law enforcement agency including **your** elected and appointed officials and **your employees** and volunteers, including any subsequent detention or incarceration;
 - (b) the operation, maintenance or use of any premises or facility occupied, maintained, or used by any law enforcement agency;
 - (c) the employment, retention, supervision, dispatch or training of any person who has engaged, or is alleged to have engaged in any acts or conduct for which coverage is excluded under paragraphs (18)(a) or (18)(b) above;
 - (d) the failure to protect any person from any acts or conduct for which coverage is excluded under paragraphs (18)(a) through (18)(c) above;
or

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- (e) to any inmate of a county jail, or persons participating in work release or community service programs by virtue of court order or through a diversion program;

However, this exclusion (18) only applies to **personal injury** and **advertising injury** that occurs in the course of any law enforcement activity, including any subsequent detention or incarceration and this exclusion (17) does not apply to coverage provided under any LAW ENFORCEMENT LIABILITY ENDORSEMENT, if a part of this Policy.

- (19) arising directly or indirectly out of any action or omission that violates or is alleged to violate:
1. the Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
 2. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 3. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 4. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- (20) arising out of the maintenance, operation or use of a continuing care facility, nursing home, long term care facility, assisted living community or hospital.
- (21) **We will not pay any sum or defend any suit on behalf of any insured or person—**
1. who has been adjudicated, or has acknowledged, to have taken part in any act of **sexual abuse**; or
 2. who has been adjudicated, or has acknowledged, to have remained passive upon gaining knowledge of any actual or alleged act of **sexual abuse**.
- (22) Special Events & Recreational Activities
With respect to the operations of any carnival, circus, festival, fair or property owned, leased, rented or occupied by **you** and used for recreational purposes, this insurance does not apply to:
1. **Personal injury** or **advertising injury** arising out of any mechanically operated amusement device; or
 2. **personal injury** or **advertising injury** to any person while attending, practicing for or participating in any sports or athletic contest or exhibition, including but not limited to rodeos, tractor pulls, horse shows, automobile shows, running events, trail riding or any other recreational competition.

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(23) Punitive Damages, Attorneys' Fees, and Court Costs

Any judgment or claim, or any part thereof, for punitive damages, attorneys' fees, or court costs.

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

- (1) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
- (2) **claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of **pollutants**; or
- (3) any **claim** or judgment, or any part thereof, for punitive damages, attorneys' fees, or court costs.

C. FIRE, EXPLOSION OR WATER DAMAGE LIABILITY

1. Insuring Agreement

We will pay those sums to which this insurance applies, that the **insured** becomes legally obligated to pay as **damages** because of **property damage** which occurs during the Policy Period caused by fire, explosion, lightning or **water damage** to premises, while rented to **you** or temporarily occupied by **you** with permission of the owner to which this insurance applies. The **property damage** must be caused by an **occurrence**. We will have the right and duty to defend any **suit** to which this insurance applies, seeking those **damages**, but:

- a. **we** may investigate any **occurrence** and settle any **claim** or **suit** at **our** discretion;
- b. the amount **we** will pay for damages is limited as described in SECTION III – LIMIT OF INSURANCE; and
- c. **our** right and duty to defend ends when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A. Bodily Injury and Property Damage Liability; Coverage B. Personal Injury and Advertising Injury Liability; Coverage C. Fire, Explosion or Water Damage Liability; or Coverage D. Medical Payments Liability.

2. Exclusions

Insurance under Coverage C. Fire, Explosion or Water Damage Liability does not apply to any **suit** or **claim** for **damages**, whether direct or consequential, or any cause of action which is covered under any coverage part herein or other Coverage Form of this Policy. This insurance also does not apply to the following:

- a. Expected or Intended Injury

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Fire, explosion or **water damage** expected or intended from the standpoint of the **insured**.

b. Contractual Liability

Fire, explosion or **water damage** for which the **insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than liability:

- (1) assumed in a contract or agreement that is an **insured contract**; or
- (2) that the **insured** would have in the absence of the contract or agreement.

c. Explosion Damage

Property damage caused by an explosion resulting from any of the following:

- (1) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if the explosion, as described above, results in fire or **water damage** (if these causes of loss would be covered under this coverage form), **we** will pay for the **property damage** caused by that fire or **water damage**.

- (2) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by **you**, or operated under **your** control.

But if the explosion, as described above, results in fire (if this cause of loss would be covered under this coverage form), **we** will pay for the **property damage** caused by that fire.

- (3) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if explosion, as described above, results in fire or **water damage** (if these causes of loss would be covered under this coverage form), **we** will pay for the **property damage** caused by that fire or **water damage**.

d. Punitive Damages, Attorneys' Fees, and Court Costs

Any judgment or claim, or any part thereof, for punitive damages, attorneys' fees, or court costs.

D. MEDICAL PAYMENTS

1. Insuring Agreement

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

- a. on **your premises**; or
- b. because of **your operations**; provided that:

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- (1) the accident takes place in the **coverage territory** and during the Policy Period;
- (2) the expenses are incurred and reported to **us** within one year of the date of the accident; and
- (3) the injured person submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. **We** will pay reasonable expenses for;

- (a) first aid administered at the time of the accident;
- (b) necessary medical, surgical, x-ray, ophthalmologic, optometry and dental services, including prosthetic devices; and
- (c) necessary ambulance, hospital, professional nursing, optometry, ophthalmologic (including replacement of prescription eyeglasses) and funeral services.

2. Exclusions

This insurance does not apply to any **suit or claim for damages**, whether direct or consequential, or any cause of action which is covered under any other coverage part herein or other Coverage Form of this Policy. **We** will also not pay expenses for **bodily injury**:

- a. to any **insured**;
- b. to a person hired to do work for or on behalf of any **insured** or a tenant of any **insured**;
- c. to a person injured on that part of **your premises** that the person normally occupies;
- d. to a person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under workers' compensation, disability benefits law, or a similar law;
- e. to a person injured while taking part in, supervising or instructing any physical sport including:
 - (1) physical training or practicing,
 - (2) athletic activities or contest, and
 - (3) recreational activities,whether such activities are organized or not, formal or informal;
- f. included within the **products-completed operations hazard**;
- g. excluded under Coverage A. Bodily Injury and Property Damage Liability;

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- h. due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution; or
- i. to any inmate of a county jail, or persons participating in work release or community service programs by virtue of court order or through a diversion program.

SUPPLEMENTARY PAYMENTS – COVERAGES A & B

We will pay, with respect to any **claim** or **suit** we defend:

1. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** liability coverage applies. **We do not have to furnish these bonds.**
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. **We do not have to furnish these bonds.**
3. All reasonable expenses incurred by the **insured** at **our** request, including actual loss of earnings up to \$500 a day because of time off from work.
4. Prejudgment interest awarded against the **insured** on the 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.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limit of Insurance.

If **we** defend an **insured** against a **suit** and an indemnitee of the **insured** is also named as a party to the **suit**, **we** will defend that indemnitee if all of the following conditions are met:

1. The **suit** against the indemnitee seeks **damages** for which the **insured** has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
2. This insurance applies to such liability assumed by the **insured**;
3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the **insured** in the same **insured contract**;
4. The allegations in the **suit** and the information **we** know about the **occurrence** are such that no conflict appears to exist between the interests of the **insured** and the interests of the indemnitee;
5. The indemnitee and the **insured** ask **us** to conduct and control the defense of that indemnitee against such **suit** and agree that **we** can assign the same counsel to defend the **insured** and the indemnitee; and
6. The indemnitee:
 - a. agrees in writing to:
 - (1) cooperate with **us** in the investigation, settlement or defense of the **suit**;

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- (2) immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - (3) notify any other insurer whose coverage is available to the indemnitee; and
 - (4) cooperate with **us** with respect to coordinating other applicable insurance available to the indemnitee; and
- b. provides **us** with written authorization to:
- (1) obtain records and other information related to the **suit**; and
 - (2) conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by **us** in the defense of that indemnitee, necessary litigation expenses incurred by **us** and necessary litigation expenses incurred by the indemnitee at **our** request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(1) of SECTION I – Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be **damages for bodily injury and property damage** and will not reduce the limit of insurance.

Our obligation to defend an **insured's** indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when **we** have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph 6. above, are no longer met.

SECTION II -WHO IS AN INSURED

1. Each of the following is an **insured**:
 - a. **you**, the Public Entity named in the Declarations, are an **insured**;
 - b. **your** past, present or future lawfully elected, appointed or employed officials; but only with respect to their duties as **your** officials.

2. Each of the following is also an **insured**:
 - a. **your employees**, other than **your** officials, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business;
 - b. **your** volunteer worker(s), but only while acting at the direction of, and within the scope of their duties for **you**. This does not include any person working on retainer, as an independent contractor, or as a confidential informant, whether or not registered with a law enforcement agency and whether or not receiving compensation;
 - c. **your** nurses, paramedics and emergency medical technicians, but only while acting at the direction of, and within the scope of their duties for **you**;
 - d. any person (other than **your employees** or **your** volunteers) or any organization while acting as **your** real estate manager;
 - e. if **you** are a tenant and **your** lease agreement includes a provision requiring **you** to provide coverage for the liability of **your** landlord, **your** landlord, but only with

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respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**;

- f. any person or organization that rents a premises to **you**, but only with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to **you**.

However,

- (1) no past, present or future lawfully elected, appointed or employed official, **employee**, volunteer worker, nurse, paramedic or emergency medical technician is an **insured** for:
 - a. **bodily injury or personal injury**:
 - (i) to **you**, or
 - (ii) to:
 - (a) **your** past, present or future lawfully elected, appointed or employed official;
 - (b) **your employees**; or
 - (c) **your** volunteers including a nurse, paramedic or emergency medical technician while in the course of his or her employment or while performing duties related to the conduct of **your** business; or
 - (d) the spouse, child, parent, brother or sister of that **employee** or volunteer as a consequence of such **bodily injury or personal injury**; or
 - (e) any obligation to share **damages** with or repay someone else who must pay **damages** because of the **bodily injury or personal injury**.
 - b. **property damage** to property owned, occupied or used by, 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** past, present or future lawfully elected, appointed or employed officials, any of **your employees**, or any of **your** volunteers; and
- (2) no past, present or future lawfully elected, appointed or employed official, **employee**, volunteer, worker, nurse, paramedic or emergency medical technician is an **insured** for **bodily injury or personal injury** arising out of his or her providing or failing to provide the following services for which a license or authorization to practice such services is required under the laws of Kentucky or any other state:
 - a. professional health care services as a physician, physician's assistant, osteopath, podiatrist or midwife.
 - b. professional dentistry as a dentist or dental hygienist.
 - c. professional pharmacy services as a pharmacist.
 - d. professional psychiatry services.
 - e. professional ophthalmologic and optometry services as an ophthalmologist and optometrist.
 - f. professional engineering or land surveying services.
 - g. professional geology services.
 - h. professional architect services.
 - i. professional chiropractic services.
 - j. professional public accounting services.

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- k. professional ophthalmologic dispensing services.
 - l. professional legal services .
 - m. nurse practitioners in their act of prescribing **narcotic medications**, whether or not a license or authorization to prescribe such medications is required.
- (3) With respect to **mobile equipment** registered in **your** name under any motor vehicle registration law, any person is an **insured** while operating such **mobile equipment** along a public highway with **your** permission. Any other person or organization responsible for the conduct of such person is also an **insured**, but only with respect to liability arising out of the operation of the **mobile equipment**, and only if no other insurance is available to that person or organization for this liability. However, no person or organization is an **insured** with respect to:
- a. **property damage** to property owned by, rented to, in the charge of or occupied by **you** or the employer of any person who is an **insured** under this provision.
 - b. **bodily injury** to a co-**employee** of the person driving the equipment.
- (4) The estates, heirs, legal representatives or assignees of deceased persons in 1.b. and 2. above who were **insureds** at the time of the **occurrence** upon which a **claim** is based will qualify as an **insured** provided the **claim** is made within one year of that person's death but only to the extent coverage applies to such deceased persons.
- (5) A mutual assistance pact, a joint powers agreement or a similar arrangement operated by **you**, under **your** control or under **your** jurisdiction will qualify as an **insured**, but only with respect to the conduct of **your** business and only to the extent of **your** participation or interest.
- (6) Any board (or member of the Board), commission (or member of the commission), governmental agency or subdivision, department, municipal body, not-for-profit corporation (member or director of the not for profit corporation) or other unit operated by **you** under **your** control or under **your** jurisdiction will qualify as an **insured** to the extent there is no other insurance providing coverage available to that organization and if such organization is identified in a Specified Boards, Commissions or Units Endorsement to this Policy.

SECTION III - LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations and the rules below determine the most **we** will pay regardless of the number of:
 - a. **insureds**;
 - b. **claims** made or **suits** brought; or
 - c. persons or organizations making **claims** or bringing **suits**.
2. The General Liability Each Occurrence Limit is the most **we** will pay on any one **occurrence** for the sum of all:
 - a. **damages** under Coverage A. Bodily Injury and Property Damage Liability;

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- b. **damages** under Coverage B. Personal Injury and Advertising Injury Liability;
 - c. **damages** under Coverage C. Fire, Explosion or Water Damage Liability; and
 - d. medical expenses under Coverage D. Medical Payments.
3. The General Liability Aggregate Limit is the most we will pay for the sum of:
- a. **damages** under Coverage A. Bodily Injury and Property Damage Liability.;
 - b. **damages** under Coverage B. Personal Injury and Advertising Injury Liability;
 - c. **damages** under Coverage C. Fire, Explosion or Water Damage Liability; and
 - d. medical expenses under Coverage D. Medical Payments.
4. The most we will pay under Coverage D. for all medical expenses because of **bodily injury** sustained by any one person arising out of any one **occurrence** is \$5,000 per person, subject to 2. and 3. above.

SECTION IV - GENERAL LIABILITY CONDITIONS

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

1. Duties In the Event Of An Occurrence, Offense, Claim or Suit
- a. The **insured** must notify **us** or one of **our** authorized agents promptly of an **occurrence** or offense which may result in a **claim** except as follows:
If **you** have announced to all of **your employees** that all **occurrences** or offenses must be reported and have established a reasonable procedure for doing so, knowledge of **employees** shall not be considered to be knowledge of the **insured** until **you**, an **executive officer**, partner or other persons employed by **you** in a supervisory capacity shall have received actual notice of such **occurrence** or offense.
Notice of an **occurrence** or offense is not notice of a **claim**.
 - b. The **insured** must give **us** details of the **occurrence** or offense. Details include how, when and where the **occurrence** or offense took place.
 - c. The **insured** must help **us** to get the names and addresses of injured persons and witnesses.
 - d. If a **claim** is made or **suit** is brought against any **insured**, **you** must:
 - (1) immediately record the specifics of the **claim** or **suit** and the date received; and
 - (2) notify **us** in writing immediately.
 - e. Any **insured** involved in a **claim** or **suit** must:
 - (1) immediately send **us** copies of any legal papers received in connection with the **claim** or **suit**;
 - (2) authorize **us** to obtain records and other information;

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- (3) cooperate with **us** in the investigation, settlement or defense of the **claim** or **suit**; and
 - (4) upon **our** request, assist **us** in obtaining reimbursement in a reasonable manner from any person or organization which may be liable to any **insured** because of injury or damage to which this insurance may also apply.
- f. No **insureds** will, except at their own cost, make a payment, settle, assume any obligation, or incur any expense, other than for first aid without **our** consent.

2. Other Insurance

- a. Coverage provided under this Coverage Form is primary except as stated in b. and c. below. When this Coverage Form is primary, **our** obligations are not affected unless **you** have other insurance that is also primary. Then, **we** will share with all that other insurance by the method described in d. below
- b. To the extent coverage is provided by this Coverage Form for the following types of loss, coverage does not apply until the limits of all other insurance (including any deductibles) have been exhausted:
 - (1) losses resulting from the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to exclusion g. of Coverage A;
 - (2) losses resulting from **your** liability for fire, explosion or **water damage**; or
 - (3) losses that are direct physical damage to **your work**.
- c. This insurance is excess over the other insurance, whether primary, excess, contingent or on any other basis that covers:
 - (1) with respect to **mobile equipment** registered in **your** name under any motor vehicle registration law and subject to paragraph (3), of SECTION II -WHO IS AN INSURED, any other person or organization responsible for the conduct of any person who is an **insured** operating such **mobile equipment** with **your** permission along a public highway.
 - (2) any board (or officer or member of the Board), commission (or officer or member of the Commission) governmental agency or subdivision, department, municipal body, not for profit corporation (or member, director or officer of the not for profit corporation) or other unit operated by **you**, under **your** control, or under **your** jurisdiction.
- d. Method of Sharing

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

If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable Limit of Insurance of all insurers.
- e. When this insurance is excess, **we** will have no duty to defend any **claim** or **suit** that any other insurer defends. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to exercise the **insured's** rights against all those other insurers.

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3. Transfer Of Rights Of Recovery Against Others To Us

Any person to whom or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything needed to secure and preserve these rights. He or she must do nothing after the loss that would jeopardize these rights.

4. Newly Acquired Or Formed Organizations

If you acquire or form a new organization:

- a. other than a partnership or joint venture, and
 - b. over which you maintain ownership or majority interest,
- you must report it to us promptly.

SECTION V - DEFINITIONS

1. **Advertising injury** - injury arising out of one or more of the following offenses:

- a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. oral or written publication of material that violates a person's right of privacy;
- c. misappropriation of advertising ideas or style of doing business; or
- d. infringement of copyright, title or slogan; arising out of advertising activities.

2. **Auto** -

- a. a land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

But **auto** does not include **mobile equipment**.

3. **Bodily injury** - bodily injury, sickness or disease sustained by a person, including care, loss of services or death resulting from any of these at any time.

4. **Claim** -

- a. a **suit**; or
- b. a written demand or written notice by or for the injured person for **damages** because of alleged injury or stating the intent to hold an **insured** liable for **damages**.

5. **Coverage territory** - the United States of America (including its territories and possessions), Puerto Rico and Canada.

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6. **Dam** -- any artificial barrier, together with appurtenant works, which does or may impound or divert water, and which either (a) is 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel or watercourse, to the maximum possible water storage elevation; (b) has an impounding capacity of 50 acre-feet or more; or (c) has a Federal Hazard Classification as a High Hazard Dam. FEMA defines a High Hazard Dam as one where failure or mis-operation will probably cause loss of human life.

However, any such barrier which is not in excess of six feet in height, regardless of storage capacity, or which has a storage capacity not in excess of 15 acre-feet, regardless of height, shall not be considered a **dam**. No obstruction in a canal used to raise or lower water therein or divert water therefrom, no levee, including but not limited to a levee on the bed of a natural lake the primary purpose of which levee is to control floodwaters, no railroad fill or structure, tank constructed of steel or concrete or of a combination thereof, no tank elevated above the ground and no barrier which is not across a stream channel, watercourse, or natural drainage area and which has the principal purpose of impounding water for agricultural use shall be considered a **dam**. In addition, no obstruction in the channel of a stream or watercourse which is 15 feet or less in height from the lowest elevation of the obstruction and which has the single purpose of spreading water within the bed of the stream or watercourse upstream from the construction for percolation underground shall be considered a **dam**.

7. **Damages** -- monetary judgments, awards and settlements including back pay and front pay. However **damages** do not include:
- a. civil or criminal fines, sanctions, penalties, forfeiture, an award of attorneys' fees, an award of court costs, or a fine, penalty or other award imposed pursuant to the Kentucky Open Records Act or the Kentucky Open Meetings Act;
 - b. injunctive or equitable relief;
 - c. punitive damages; or
 - d. disgorgement of salary, wages or other compensation by any of **your** elected officials.
8. **Drone** - an unmanned aircraft, wheeled vehicle, or watercraft guided by remote control or that can navigate autonomously.
9. **Employee** - includes a **leased worker**. **Employee** does not include a **temporary worker**.
10. **Executive officer** - only a person holding any of the officer positions created by **your** charter, constitution or by-laws.
11. **Hostile fire** - a fire which becomes uncontrollable or breaks out from where it was intended to be.

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12. **Impaired property** - tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
- a. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. **you** have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) the repair, replacement, adjustment or removal of **your product** or **your work**;
or
- (2) **your** fulfilling the terms of the contract or agreement.

13. **Insured** - any person or organization qualifying as such under SECTION II - WHO IS AN INSURED of this Coverage Form.

14. **Insured's auto** - an **auto** owned or operated by or rented or loaned to any **insured**.

15. **Insured contract** -

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

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

- (1) that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (2) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

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- (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in (2)(a) above and supervisory, inspection or engineering services.
16. **Leased worker** - a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
17. **Loading or unloading** - the handling of property:
- a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
 - b. while it is in or on an aircraft, watercraft or **auto**; or
 - c. while it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;
- but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.
18. **Mobile equipment** - any of the following types of land vehicles, including any attached machinery or equipment:
- a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. vehicles maintained for use solely on or next to **your premises**; however, any land motor vehicle, trailer or semi trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by **you** shall be deemed an **auto** and not **mobile equipment** if the only reason for considering it **mobile equipment** is that it is maintained for use exclusively on streets or highways owned by **you**;
 - c. vehicles that travel on crawler treads;
 - d. vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) power cranes, shovels, loaders, diggers or drills; or
 - (2) road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) air compressors, pumps and generators, including spraying, welding, building cleaning, geological exploration, lighting and well servicing equipment; or
 - (2) cherry pickers and similar devices used to raise or lower workers;

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- f. vehicles not described in a., b., c., d. or e. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) equipment designed primarily for:
 - (a) snow removal;
 - (b) road maintenance, but not construction or resurfacing; or
 - (c) street cleaning;
- (2) cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- (3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, vehicles not described in a. through f. above which are designed for travel on public roads but not licensed are not **mobile equipment**.

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

19. **Narcotic medication** – any scheduled II thru V controlled substance as classified in KRS 218A.060, 218A.070, 218A.080, 218A.090, 218A.100, 218A.110, 218A.120, and 218A.130 under the conditions set forth in KRS 314.042 or any controlled substance listed by the Cabinet for Health and Family Services as a scheduled II through V controlled substance.
20. **Occurrence** - an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
21. **Personal injury** - injury other than **bodily injury**, arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment; or
 - b. malicious prosecution; or
 - c. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of:
 - (1) a room,
 - (2) a dwelling, or
 - (3) **your** premises;that a person occupies by or on behalf of its owner, landlord or lessor; or
 - d. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. oral or written publication of material that violates a person's right of privacy.

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22. **Pollutants** - any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**.
23. **Products-completed operations hazard** -
- a. all **bodily injury** and **property damage** occurring away from **your premises** and arising out of **your product** or **your work** except:
 - (1) products that are still in **your** physical possession; or
 - (2) work that has not yet been completed or abandoned.
 - b. **your work** will be deemed completed at the earliest of the following times:
 - (1) when all of the work called for in **your** contract has been completed;
 - (2) when all of the work to be done at the site has been completed if **your** contract calls for work at more than one site;
 - (3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project; or
 - (4) work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete will be treated as completed.
 - c. this hazard does not include **bodily injury** or **property damage** arising out of:
 - (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **loading or unloading** of it;
 - (2) the existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Liability Limit.
24. **Property damage** -
- a. physical injury to tangible property, except the **insured's** own property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. loss of use of tangible property, except the **insured's** own property, that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.
- For the purposes of this coverage, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
25. **Sexual abuse** means sexual molestation, including but not limited to sexual exploitation, deliberate physical contact, mental abuse and illicit conduct not involving physical contact.

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Multiple acts of **sexual abuse** by the same person or persons, including any breach of duty with respect to employment, investigation, supervision, reporting or failing to report, or retention relating to any person or persons associated with an act or acts of **sexual abuse**, will be deemed to be one **occurrence**. The date of the **occurrence** will be deemed to be the date of the first act of **sexual abuse**.

26. **Suit** - a civil legal proceeding in which **damages** because of **bodily injury, property damage, personal injury** or **advertising injury** to which this insurance applies are alleged. **Suit** includes:
 - a. an arbitration proceeding in which such **damages** are **claimed** and to which **you** must submit or do submit with **our** consent; or
 - b. any other alternative dispute resolution proceeding in which such **damages** are **claimed** and to which **you** submit with **our** consent.

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

28. **Tort liability** - liability that would be imposed by law in the absence of any contract or agreement.

29. **Waste** - all waste including materials to be recycled, reconditioned or reclaimed.

30. **Water damage** - accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, other than an automatic sprinkler system. **Water damage** does not include the cost of repairing or replacing the system or appliance from which the water or steam escapes.

31. **Your operations** - **your** customary business activities and operations occurring at **your premises**.

32. **Your premises** - a premises **you** own, occupy, or rent or a premises **you** utilize with the written consent of the owner or tenant thereof.

33. **Your product** -
 - a. any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose business or assets **you** have acquired; and
 - b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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Your product includes:

- i. warranties or representations made at any time with respect to fitness, quality, durability, performance or use of **your product**; and
- ii. the providing or failure to provide warnings or instructions.

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

34. **Your work** -

- a. work or operations performed by **you** or on **your** behalf; and
- b. materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- i. warranties or representations made at any time with respect to fitness, quality, durability, performance or use of **your work**; and
- ii. the providing of or failure to provide warnings or instructions.

ENDORSEMENT TO GENERAL LIABILITY COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

This endorsement modifies insurance provided under the following coverage document(s):

GENERAL LIABILITY COVERAGE FORM

The following language is added as Subsection g. of paragraph 2. of **SECTION II -WHO IS AN INSURED:**

- g. Notwithstanding anything contained in Paragraphs a. through f. above, no EMT, paramedic or ambulance services professional shall be covered hereunder if working for, on behalf of or under the supervision or direction of a person or entity other than **you** which is insured by **us** or any other carrier or entity authorized to provide liability insurance coverage regardless of whether such EMT, paramedic or ambulance services professional shall also be **your** employee.

**ENDORSEMENT TO GENERAL LIABILITY COVERAGE FORM
OF POLICY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

This endorsement modifies insurance provided under the following coverage document:

GENERAL LIABILITY COVERAGE FORM

Under Section III – Limit of Insurance, and notwithstanding any other provision to the contrary, the most we will pay under Coverage A. Bodily Injury and Property Damage Liability regarding or in any way involving an **insured** which operates as a community action agency or provides community action agency type of services for the sum of all **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** is \$1,000,000.00.

VIOLENT EVENT RESPONSE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

This endorsement modifies insurance provided under the following coverage form:

GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Each Violent Event Limit – Crisis Expenses	\$750,000
Aggregate Limit – Crisis Expenses	\$750,000
Aggregate Limit – Crisis Property Improvements	\$25,000

A. COVERAGE

The following Violent Event Response Coverage is added to the General Liability Coverage Form, Section I – Coverages:

E. VIOLENT EVENT RESPONSE

1. Insuring Agreement

a. Crisis Expenses

We will reimburse you for **crisis expenses** that result from a **violent event** to which this insurance applies.

b. Limits

The most we will pay under the General Liability Coverage Form for coverage provided by this Endorsement is set forth in the Schedule shown above. Unless specifically addressed in this Endorsement, no other obligation or liability to pay sums or perform acts or services is covered.

This sublimit does not increase the applicable Each Occurrence Limit and Aggregate Limit under the General Liability Coverage Form and will erode those limits.

2. Covered Violent Events

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

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- a. Commences during the Policy Period; and
- b. Takes place in the **coverage territory**.

3. Specific Conditions

We will reimburse **crisis expenses** only if:

- a. **You** notify the police if a law may have been broken in connection with a **violent event**.
- b. **You** notify **us** within 30 days of **your** having knowledge of the **violent event**;

Written notice should be as complete as possible, and must at least include information concerning how, when and where the **violent event** took place and a description of the **bodily injury** and any damage arising out of the **violent event**.

- c. The **crisis expenses** are incurred and reported to **us** within one year of the date of the **violent event**;
- d. **You** provide **us** with proof of payment and adequate documentation to verify the incurred expenses as **crisis expenses**; and
- e. **You** must not in any way jeopardize **our** rights after a **violent event**.
- f. **You** must:
 - i. Cooperate with **us** in the investigation of the **violent event**;
 - ii. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** for payment of **crisis expenses** to which this insurance may apply; and
 - iii. Provide a complete and detailed loss summary of the **crisis expenses** incurred and, if we so request, any additional information that we request within 30 days of **our** request.

4. Reimbursement

- a. **We** have no obligation to reimburse **you** for any amount of **crisis expenses** that are within or equal to **your** deductible.

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- b. If **your crisis expenses** exceed **your deductible**, **you** will be entitled to reimbursement by **us** under this Endorsement if **you** have complied with all of the conditions of this Policy. **You** must apply for reimbursement as soon as practicable after **your crisis expenses**.
- c. **You** must make every reasonable effort to reduce the amount of **crisis expenses**.
- d. **You** may incur **crisis expenses** without **our** consent, but the amount we reimburse will be subject to the terms of this Policy, and **we** will not reimburse **you** until **you** have complied with all the terms and conditions of this Policy.

5. Exclusions

We will not pay for **your crisis expenses** or any other loss, cost or expense arising directly or indirectly out of the following:

- a. War
 - i. War, including undeclared or civil war;
 - ii. 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;
 - iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
 - iv. Confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- b. Workers' Compensation And Similar Laws

Any workers' compensation, unemployment insurance, social security or disability benefits law or any similar law.
- c. Employment-related Expense

Your employees' or officials' salaries, wages or any other employment-related expenses.
- d. Employee Benefit Plan Or Employee Assistance Plan

Any loss which is covered by an Employee Benefit Plan or Employee Assistance Plan.

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e. Pollution

- i. Any request, demand, order or statutory or regulatory requirement that an **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- ii. Any demand or **suit** by or on behalf of a governmental authority or others 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**.

f. Improvement Of Real Or Personal Property

Consultant's services for physical improvements or alterations to **your premises**, or the costs of such improvements or alterations or replacement of real or personal property except to the extent that they are covered as **crisis property improvements**.

g. Two Or More Coverages Issued By Us

Any loss, cost or expense that is covered elsewhere in this Policy or by any other policy issued by **us**.

B. DEFINITIONS

For the purposes of coverage afforded under this Endorsement:

1. **Bodily injury** means bodily injury, sickness, shock, fright, mental injury or anguish, emotional distress or disability sustained by a **victim**, including death resulting from any of these at any time.
2. **Crisis Expenses** means:
 - a. Crisis management service expenses **you** reasonably incur for services obtained in response to a **violent event**.
 - b. Reasonable expenses for temporary extra security protection, wages for temporary personnel or rental fees for temporary facilities in response to a **violent event**.
 - c. **Crisis Property Improvements**.
 - d. Reasonable expenses for first aid administered and emergency medical services rendered by any duly certified emergency medical technician, paramedic or nurse at the time of a **violent event**.

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3. **Crisis Property Improvements** mean reasonable expenses for equipment or property improvements made to **your premises** following a **violent event** that relate directly to the security of your **premises** and that may assist in prevention or mitigation of future **violent events**. **Crisis Property Improvements** do not include equipment or property improvements covered by other insurance or that were required by a statutory or regulatory requirement that was in effect before the **violent event** and with which **you** failed to comply even though **you** were required to do so.
4. **Premises** means any building, facility or other real property including adjoining ways, which **you** own, rent or lease and which is used at the time of the **violent event** as a place to conduct your operations or related activities. **Premises** does not include buildings, facilities, or other real property owned, rented or leased for activities that are under the management and direction of others and for which **you** are not legally liable or locations for events or activities not organized or sponsored by **you**.
5. **Victim** means:
 - a. An employee, including any full-time, part-time and temporary employee of **yours** acting within the course and scope of **your** business at the time the **violent event** takes place; and
 - b. Any person visiting **your premises** for purposes related to **your** operations, including but not limited to guest speakers and volunteers, in whose presence a **violent event** takes place.

Victim does not include any independent contractors or subcontracted personnel. **Victim** also does not include any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **violent event**.

6. **Violent Event** means an event that is caused by an intentional criminal act or a series of related intentional criminal acts; and involves the use of a physical object, instrument, device, tool or weapon, other than the human body, for the purpose of injuring any person; and results in one or more **victims**, other than the perpetrator, sustaining bodily injury.

In the event of a sequence or series of related violent acts, the **violent event** will be deemed to have taken place at the time the first violent act began. All violent acts, regardless of how many **victims**, by the same perpetrator or two or more perpetrators acting in concert shall be considered one **violent event**.

C. TERRORISM

When a terrorism exclusion is made a part of the General Liability Coverage Form, any injury or damage excluded by that endorsement is amended to include **crisis expenses**.

D. RELATION TO REST OF POLICY

The provisions of this Endorsement amend the General Liability Coverage Form only to the extent set forth herein. All other terms, conditions, exclusions and limits of liability contained in the General Liability Coverage Form remain in full force and effect. If there is any conflict between this Endorsement and the rest of the Policy, this Endorsement shall govern with respect to the coverage provided herein.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

Occurrence Form

This Coverage Form explains Employee Benefits Liability Coverage. Coverage is subject to the COMMON POLICY CONDITIONS and to all of the following provisions in the GENERAL LIABILITY COVERAGE FORM: SUPPLEMENTARY PAYMENTS - COVERAGES A & B, SECTION II - WHO IS AN INSURED, SECTION IV - GENERAL LIABILITY CONDITIONS and SECTION V - DEFINITIONS. Other obligation or liability to pay sums or perform acts or services is not covered unless explicitly provided for under the Insuring Agreement or Supplementary Payments.

This coverage is subject to exclusions that restrict coverage. The amount we will pay is limited as described under LIMITS OF INSURANCE. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

A. COVERAGE

1. Insuring Agreement

We will pay those sums that the **insured** becomes legally obligated to pay as **damages** arising from an **employee benefit incident**. No other obligation or liability to pay sums or perform acts or services is covered unless provided for under SUPPLEMENTARY PAYMENTS of this endorsement. The **employee benefit incident** must take place in the **coverage territory** during the policy period. We will have the right and duty to defend any **suit** to which this insurance applies, seeking **damages**, but:

- a. the amount we will pay for **damages** is limited as described in B. - LIMITS OF INSURANCE;
- b. we may at **our** discretion, investigate any report of an act, error or omission and settle any claim or **suit** that may result; and
- c. **our** right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

2. Exclusions

This insurance does not apply to:

- a. damages arising out of an **employee benefit incident** that first took place before the beginning of the policy period;
- b. loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any **insured**;
- c. to **bodily injury, property damage, personal injury or advertising injury**;
- d. loss arising out of failure of performance of contract by any **insured**;
- e. loss arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**;

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- f. any claim or **suit** based upon:
 - (1) failure of any investment to perform as represented by any **insured**; or
 - (2) advice given to any person to participate or not to participate in any plan included in the **employee benefit program**;
- g. loss arising out of **your** failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
- h. loss for which the **insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended;
- i. loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the **insured** for such benefits or from collectible insurance, notwithstanding the **insured's** act, error or omission in administering the plan which precluded the claimant from receiving such benefits;
- j. loss resulting from any circumstance(s) where, as of the effective date of this policy, the **insured** had knowledge or could reasonably foresee such circumstance(s) which might result in a claim; or
- k. to loss as a result of actual or alleged discrimination or humiliation.

B. LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below determine the most we will pay regardless of the number of:
 - a. **insureds**;
 - b. claims made or **suits** brought;
 - c. persons or organizations making claims or bringing **suits**.
- 2. The 'Aggregate Limit' is the most we will pay for all **damages** under this coverage.
- 3. Subject to 2. above, the 'Each Employee Limit' is the most we will pay for all damages to any one **employee** including dependents and beneficiaries.

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

C. CONDITIONS

Paragraph 2. Duties In the Event Of An Occurrence, Offense, Claim or Suit SECTION IV—GENERAL LIABILITY CONDITIONS is amended as follows:

Wherever the words **occurrence** or offense appear, they are replaced by the following words:

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act, error, omission, **occurrence** or offense.

D. DEFINITIONS

The definition of suit is deleted and replaced as follows:

Suit--

a civil proceeding in which **damages** because of an **employee benefits incident, bodily injury, property damage, personal injury or advertising injury** to which this insurance applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such **damages** are claimed and to which **you** must submit or do submit with **our** consent; or
2. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which **you** submit with **our** consent.

The following definitions are added:

1. **Administration -**

- a. counseling **employees**, including their dependents and beneficiaries, with respect to the **employee benefit program**;
- b. handling records in connection with the **employee benefit program**; or
- c. effecting or terminating any **employee's** participation in a plan included in the **employee benefit program**.

2. **Employee benefit incident -** an act, error or omissions committed in the **administration of your employee benefit program**. Any such acts, errors or omissions together with all related acts, errors or omissions, shall be considered one incident.

3. **Employee benefit program -** the following plans:

- a. group life insurance, group accident or health insurance, **profit sharing plans**, IRS qualified pension plans and **stock subscription plans**, provided that no one other than an **employee** may subscribe to such insurance or plans;
- b. unemployment insurance, social security benefits, workers' compensation and disability benefits;
- c. travel, savings or vacation plans;
- d. any other similar plan designated in the Declarations or added thereto by endorsement.

4. **Profit sharing plans -** only such plans that are IRS qualified and equally available to all full time **employees**.

5. **Stock subscription plans -** only such plans that are IRS qualified and equally available to all full time **employees**.

**PUBLIC OFFICIALS AND EMPLOYEES
ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
Occurrence Form**

Throughout this Coverage Form the words **you** and **your** refer to the Named **Insured** shown in the Declarations, and any other person or organization qualifying as an **insured** under this Coverage Form. 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 WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in **bold** have special meaning. Refer to DEFINITIONS (SECTION V).

No obligation or liability to pay sums or perform acts or services is covered unless provided for under the Insuring Agreement applicable to this Coverage Form.

These coverages are subject to exclusions that restrict coverage. The amount **we** will pay is limited as described under LIMIT OF INSURANCE (SECTION III). Read the entire Policy carefully to determine rights, duties and what is and is not covered.

This insurance provides **occurrence** coverage.

**SECTION I – PUBLIC OFFICIALS AND EMPLOYEES ERRORS AND OMISSIONS
COVERAGE**

1. Insuring Agreement

- a. **We** will pay those sums that the **insured** becomes legally obligated to pay as **damages** because of a **wrongful act**. **We** will have the right and duty to defend any **claim** or **suit** to which this insurance applies seeking those **damages**, but
 - (1) **we** may investigate any **wrongful act** and settle any **claim** or **suit** at **our** discretion; and
 - (2) **our** right and duty to defend ends when **we** have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.
- b. Subject to a. above, this insurance applies to a **wrongful act** only if:
 - (1) the **wrongful act** is committed in the **coverage territory**; and
 - (2) the **wrongful act** occurs during the Policy Period.
- c. **We** have a duty to defend any **suit** seeking **damages** for **claims** against all **insureds**, even if any of the allegations of the **suit** are groundless, false or fraudulent. If the **claim** is made by reason of, is attributable to or is in any way related to an **intentional tort**, **we**

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shall still have the duty to defend such **claim** or **suit**; however, **we** shall not be liable for, nor shall **we** pay, that portion of any judgment on the **claim** against any **insured** that has been found to be the result of an **intentional tort** by any **insured**.

2. Exclusions

This insurance does not apply to any **suit** or **claim** for **damages**, whether direct or consequential, or any cause of action which is covered under any other Coverage Form of this Policy. This insurance also does not apply to any liability, injury, **damages**, loss, cost or expense:

- a. for **bodily injury, property damage, personal injury, or advertising injury**.
- b. expected or intended from the standpoint of the **insured**, including any **intentional tort**. The expected or intended **damages**, loss, cost or expense shall be imputed to any other **insured** in determining the applicability of this exclusion 2.b.
- c. in the nature of punitive damages, an award of attorneys' fees or court costs.
- d. arising out of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages** that the **insured** would have in the absence of the contract or agreement.
- e. which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- f. arising out of any:
 - (1) complaint, request, demand, rule or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - (2) **claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- g. arising out of the actual, alleged or threatened:
 - (1) inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos; or
 - (2) use of asbestos in **your work** or **your product** or the work or product of any person or organization for whom **you** may be legally responsible; or
 - (3) exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by **you** or any person or any organization for whom **you** may be legally responsible.
- h. arising out of or in any way related to radiation or radioactive contamination.
- i. arising out of, or in any way related to, planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage facility or disposal site or any other nuclear facility.

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- j. based upon or attributable to an **insured** gaining in fact any personal profit or advantage to which the **insured** was not legally entitled.
- k. for the actual return by any **insured** of any remuneration paid in fact to any **insured** to which the **insured** is not legally entitled.
However, this exclusion does not apply if the allegations are in fact false.
- l. arising from the offering, purchase, sale, exchange, or issuance by any **insured** of securities of any **insured** subject to provisions of the Securities Act of 1933, Securities Exchange Act of 1934, or any other federal law or regulation applicable to the offering, sale, purchase, or exchange of securities, all as amended.
- m. by reason of any fraudulent, dishonest, criminal or malicious act or omission.
However, this exclusion does not apply if the allegations of such a **claim** or **suit** are in fact false.
- n. for which the **insured** is entitled to indemnity and or payment by reason of having given notice of any circumstance which might give rise to a **claim** under any policy or policies the term of which has expired prior to the inception date of this coverage.
- o. arising out of any **wrongful act** of **your** police department or any other law enforcement agency, correctional facility, detention facility, jail or holding facility of **yours** including their agents, **employees**, and/or confidential informants, whether or not registered with a law enforcement agency and whether or not receiving compensation.
- p. based on or attributable to any **wrongful act** in procuring, effecting and maintaining insurance, reinsurance, suretyship, annuity or endowment, or with respect to amount, form, conditions or provisions of that insurance, reinsurance, suretyship, annuity or endowment.
- q. arising out of:
 - (1) **your** activities in a fiduciary capacity including, but not limited to, **employee benefit programs**, or refund or collection of taxes; or
 - (2) acts, errors or omissions arising out of the administration of **your employee benefit program**.
- r. arising from **claims**, demands or actions seeking relief or redress, in any form other than money **damages**, or for fees or expenses relating to **claims**, demands or actions seeking relief or redress, in any form other than money **damages**.
- s. arising out of or in any way connected with the actions of any administrative board, by whatever name called, acting as a body in its official capacity and arising out of any of the following by whatever name called:
 - (1) eminent domain;
 - (2) takings;
 - (3) condemnation;
 - (4) inverse or reverse condemnation; or
 - (5) adverse possession or dedication by adverse use.
- t. arising out of any **intentional tort** or any **willful violation** of any state or federal constitution, law, statute or ordinance committed by or with the knowledge of, or implicit

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or tacit approval or consent of, any **insured** (including without limitation, termination in retaliation for exercising rights to free speech and association).

- u. arising out of any activities at or arising from a hospital, clinic, medical center, continuing care facility, long term care facility, assisted living facility, trauma center, nursing home, convalescent home, home for the aged, home for the physically handicapped or orphaned, medical psychopathic institution, sanitarium, dispensary, infirmary, institution for the retarded and/or treatment of alcohol, drug, narcotic and/or mental cases and any other health care facility, that the **insured** uses, maintains, licenses, permits or inspects or located on any property the **insured** licenses, utilizes, occupies, rents or leases, including a sub-lease.
- v. arising out of:
 - (1) strikes, lock outs, riots, civil commotion, war or terrorism;
 - (2) breach of contract;
 - (3) awards of back salary;
 - (4) the giving or failure to give financial, economic or investment advice, or in the rendering or failure to render financial or investment services;
 - (5) unfair competition;
 - (6) the ingestion, inhalation or absorption of lead in any form; or
 - (7) the presence of lead at **your premises**.
- w. arising out of the following types of boards, commissions or units operating by or under **your** jurisdiction:
 - (1) schools;
 - (2) airports;
 - (3) any medical facility including, but not limited to, long term health care facilities, continuing care facility, assisted living homes, nursing homes and hospitals.
- x. arising out of any **employment practices violation**.
- y. arising out of the letting, contracting, procurement, acquisition, or purchase of contracts, goods, services, equipment, buildings, physical plants, facilities, materials and/or supplies, by any **insured**. For the purposes of determining the applicability of this exclusion, all acts or omissions of an **insured** shall be imputed to any other **insured**.
- z. to **bodily injury, property damage, personal injury and advertising injury** arising out of:
 - 1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any **insured**, or
 - 2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;of a person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

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aa. with respect to the operations of any carnival, circus, festival, fair, exhibition or property owned, leased, rented or occupied by the **insured** and used for recreational purposes, this insurance does not apply to any liability, injury, **damages**, loss, cost or expense:

1. arising out of any mechanically operated amusement device; or
2. any injury suffered by any person while attending, practicing for or participating in any sports or athletic contest or exhibition, including but not limited to rodeos, tractor pulls, demolition or stunting activity, horse shows, automobile shows, racing events, running events, trail riding or any other recreational competition or exhibition.

bb. any of the following:

(i) any liability, injury, damages, loss, cost or expense arising out of, caused by or contributed to by, ownership, non-ownership, maintenance, use or entrustment to others of any all terrain vehicle (ATV). Use includes operation and **loading** or **unloading**.

(ii) any liability, injury, damages, loss, cost or expense arising out of, caused by or contributed to by the use, design, construction or maintenance of any all terrain vehicle (ATV) trails.

This exclusion applies even if the **claims** against any **insured** allege negligence or wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**.

cc. arising out of the consumption or distribution of any alcoholic beverage.

This exclusion applies to all allegations including, but not limited to, negligent hiring, placement, training, supervision, or to any act, error or omission relating to the consumption or distribution of any alcoholic beverage.

dd. arising out of any violation of state and/or Federal wage and hour law.

ee. arising out of any tax credits or tax incentives or the application thereof; the formulation of tax rates; the assessment, appraisal or valuation of property; the assessment of taxes or other fees; the collection of taxes, fees or other amounts; and the distribution of tax refunds.

SECTION II - WHO IS AN INSURED

1. Each of the following is an **insured**:

- a. **you**, the Public Entity named in the Declarations, is an **insured**;
- b. **your** past, present or future lawfully elected, appointed or employed officials; but only with respect to their duties as **your** officials.

2. Each of the following is also an **insured**:

- a. **your employees**, other than **your** officials, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business;

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- b. **your** volunteer worker(s), but only while acting at the direction of, and within the scope of their duties for **you**. This does not include any person working on retainer, as an independent contractor, or as a confidential informant, whether or not registered with a law enforcement agency and whether or not receiving compensation;
- c. **your** nurses, paramedics and emergency medical technicians, but only while acting at the direction of, and within the scope of their duties for **you**.

However,

- (1) No **employee**, volunteer worker, nurse, paramedic or emergency medical technician is an **insured** for injury or damage:
 - (a) claimed by **you**, or
 - (b) to:
 - (i) **your employee**,
 - (ii) **your** volunteer, including a nurse, paramedic or emergency medical technician while in the course of his or her employment or while performing duties related to the conduct of **your** business; or to the spouse, child, parent, brother or sister of that **employee** or volunteer as a consequence of such injury or **damage** or for any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury or damage; and
- (2) No past, present or future lawfully elected, appointed or employed official, **employee**, volunteer, worker, paramedic or emergency medical technician is an **insured** for: **bodily injury, personal injury, or advertising injury** arising out of his or her providing or failing to provide the following services for which a license or authorization to practice is required under the laws of Kentucky or any other state:
 - (a) professional health care services as a physician, physician's assistant, osteopath, podiatrist or midwife.
 - (b) professional dentistry as a dentist or dental hygienist.
 - (c) professional pharmacy services as a pharmacist.
 - (d) professional psychiatry services.
 - (e) Professional ophthalmologic and optometry services as an ophthalmologist or optometrist.
 - (f) professional engineering or land surveying services.
 - (g) professional geology.
 - (h) professional architect services.
 - (i) professional chiropractic services.
 - (j) professional public accounting services.

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- (k) professional ophthalmologic dispensing services.
 - (l) professional legal services.
 - (m) nurse practitioners in their act of prescribing **narcotic medications**, whether or not a license or authorization to prescribe such medications is required.
3. The estates, heirs, legal representatives or assignees of deceased persons in 1.b. and 2. above who were **insureds** at the time of the **occurrence**, upon which a **claim** is based provided the **claim** is made within one year of that person's death but only to the extent coverage applies to such deceased persons.
4. A mutual assistance pact, a joint powers agreement or a similar arrangement operated by **you**, under **your** control or under **your** jurisdiction will qualify as a Named **Insured**, but only with respect to the conduct of **your** business and only to the extent of **your** participation or interest.
5. Any board (or member of the Board), commission (or member of the Commission), governmental agency or subdivision, department, municipal body, not-for-profit corporation (member or director of the not-for-profit corporation) or other unit operated by **you**, under **your** control or under **your** jurisdiction will qualify as a Named **Insured** to the extent there is no other insurance providing coverage available to that organization and if such organization is identified in a Specified Boards, Commissions or Units Endorsement to this Coverage Form.
6. Any member of a board, commission or unit of a not-for-profit corporation, commission or unit which **you** designated or appointed as a member of such board, commission or unit.

SECTION III - LIMIT OF INSURANCE

1. The Limit of Insurance shown on the Declarations and the rules below determine the most we will pay regardless of the number of:
- a. **insureds**;
 - b. **claims** made or **suits** brought; or
 - c. persons or organizations making **claims** or bringing **suits**.
2. The Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of all **damages** because of each **wrongful act**.
3. The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all **damages** under this coverage.

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SECTION IV - CONDITIONS

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

1. Duties In the Event Of An Occurrence, Offense, Claim or Suit

- a. The **insured** must notify **us** or one of **our** authorized agents promptly of an **occurrence** or offense which may result in a **claim** except as follows:
If **you** have announced to all of **your employees** that all **occurrences** or offenses must be reported and have established a reasonable procedure for doing so, knowledge of **employees** shall not be considered to be knowledge of the **insured** until **you**, an **executive officer**, partner or other persons employed by **you** in a supervisory capacity shall have received actual notice of such **occurrence** or offense. Notice of an **occurrence** or offense is not notice of a **claim**.
- b. The **insured** must give **us** details of the **occurrence** or offense. Details include how, when and where the **occurrence** or offense took place.
- c. The **insured** must help **us** to get the names and addresses of injured persons and witnesses.
- d. If a **claim** is made or **suit** is brought against any **insured**, **you** must:
 - (1) immediately record the specifics of the **claim** or **suit** and the date received; and
 - (2) notify **us** in writing immediately.
- a. Any **insured** involved in a **claim** or **suit** must:
 - (1) immediately send **us** copies of any legal papers received in connection with the **claim** or **suit**;
 - (2) authorize **us** to obtain records and other information;
 - (3) cooperate with **us** in the investigation, settlement or defense of the **claim** or **suit**; and
 - (4) upon **our** request, assist **us** in obtaining reimbursement in a reasonable manner from any person or organization which may be liable to any **insured** because of injury or damage to which this insurance may also apply.
- b. No **insureds** will, except at their own cost, make a payment, settle, assume any obligation, or incur any expense, other than for first aid without **our** consent.

2. Other Insurance

- a. Coverage provided under this Coverage Form is primary except as stated in b. and c. below. When this Coverage Form is primary, **our** obligations are not affected unless **you** have other insurance that is also primary. Then, **we** will share with all that other insurance by the method described in d. below

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- b. To the extent coverage is provided by this Coverage Form for the following types of loss, coverage does not apply until the limits of all other insurance (including any deductibles) have been exhausted:
 - (1) losses resulting from the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to exclusion g. of Coverage A;
 - (2) losses resulting from **your** liability for fire, explosion or **water damage**; or
 - (3) losses that are direct physical damage to **your work**.
- c. This insurance is excess over the other insurance, whether primary, excess, contingent or on any other basis that covers:
 - (1) with respect to **mobile equipment** registered in **your** name under any motor vehicle registration law and subject to paragraph 4, of Section II - WHO IS AN INSURED, any other person or organization responsible for the conduct of any person who is an **insured** operating such **mobile equipment** with **your** permission along a public highway.
 - (2) any board (or officer or member of the Board), commission (or officer or member of the Commission) governmental agency or subdivision, department, municipal body, not for profit corporation (or member, director or officer of the not for profit corporation) or other unit operated by **you**, under **your** control, or under **your** jurisdiction.
- d. Method of Sharing

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

If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable Limit of Insurance of all insurers.
- e. When this insurance is excess, **we** will have no duty to defend any **claim** or **suit** that any other insurer defends. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to exercise the **insured's** rights against all those other insurers.

3. Transfer Of Rights Of Recovery Against Others To Us

Any person to whom or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything needed to secure and preserve these rights. He or she must do nothing after the loss that would jeopardize these rights.

4. Newly Acquired Or Formed Organizations

If **you** acquire or form a new organization:

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- a. other than a partnership or joint venture, and
- b. over which **you** maintain ownership or majority interest,
you must report it to **us** promptly.

SECTION V - DEFINITIONS

1. **Advertising injury** - injury arising out of one or more of the following offenses:
 - a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. oral or written publication of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas; or
 - d. infringement of copyright, title or slogan;
arising out of advertising activities.
2. **Bodily injury** - bodily injury, sickness or disease sustained by a person, including care, loss of services or death resulting from any of these at any time.
3. **Claim** -
 - a. a **suit**; or
 - b. a written demand or written notice made by or for the injured person for **damages** because of alleged injury or stating the intent to hold an **insured** liable for **damages**.
4. **Coverage territory** - the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. **Damages** - monetary judgments, awards and settlements including back pay and front pay. However, **damages** do not include:
 - a. civil or criminal fines, sanctions, penalties, forfeiture, an award of attorneys' fees, an award of court costs, or a fine, penalty or other award imposed pursuant to the Kentucky Open Records Act or the Kentucky Open Meetings Act;
 - b. injunctive or equitable relief;
 - c. punitive damages; or
 - d. disgorgement of salary, wages or other compensation by any of **your** elected officials.
5. **Employee** - includes a **leased worker**. **Employee** does not include a **temporary worker**.
6. **Employee benefit program** - the following plans:

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- a. group life, accident, health or disability insurance; profit sharing plans; IRS qualified pension plans and stock subscription plans; or
 - b. unemployment insurance, unemployment compensation, social security benefits, workers' compensation, disability benefits and retiree benefits; or
 - c. any other similar plan.
7. **Employment practices violation** - liability of the **insured**, or any obligation to share **damages** with or repay someone else who must pay **damages**, because of injury arising out of any of the following:
- a. wrongful dismissal, discharge or termination (either actual or constructive) of employment;
 - b. harassment, including sexual harassment whether "quid pro quo," hostile work environment or otherwise;
 - c. discrimination, including but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability;
 - d. employment related misrepresentation(s) to an **employee** or applicant for employment;
 - e. employment related libel, slander, humiliation, defamation or invasion of privacy;
 - f. wrongful failure to employ or promote;
 - g. wrongful deprivation of career opportunity, wrongful demotion or reassignment, or negligent **employee** evaluation, including the giving of negative or defamatory statements in connection with an **employee** reference;
 - h. wrongful discipline;
 - i. the Civil Rights Act of 1964 and amendments thereto, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans With Disabilities Act and the Family and Medical Leave Act of 1993 or any other similar state or local statutes, rules or regulations; or
 - j. **claims** for retaliation due to the exercise of any constitutional, statutory, or common law protected rights; or
 - k. any federal, state or local statutes, rules or regulations, and any rules or regulations promulgated therefore or amendments thereto, including but not limited to the Employee Retirement Income Security Act of 1974 (ERISA), the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Occupational Safety and Health Act (OSHA), Title VII of the Civil Rights Act of 1964 and amendments thereto, the Age Discrimination in Employment Act, the Equal Pay Act, The Americans With Disabilities Act and the Family and Medical Leave Act of 1993;
- claimed by **your** current, former or potential **employee** arising out of their status as such.

However, **employment practices violation** does not include any liability for which coverage is provided under any other coverage part or Coverage Form of this Policy, including but not

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limited to the General Liability Coverage Part, or that would be covered except for the application of a deductible or any type of self-insurance or other mechanism by which the **insured** arranges for funding of legal liabilities, exhaustion of the Limit of Insurance, or the date on which the **claim** is made, or the act, error, omission, injury or damage occurred. **Employment practices violation** also does not include any liability for any termination of employment in retaliation for exercising rights to free speech and association.

All **claims** arising from:

- a. a series of related acts, violations, errors, omissions, neglects or breaches of duty as specified in 8.a. through 8.k. above, or
 - b. multiple acts, violations, errors, omissions, neglects or breaches of duty as specified in 8.a. through 8.k. above alleged in the same **claim** by one or more persons;
- shall constitute a single **employment practices violation** and shall be deemed to occur at the time of the first act, violation, error, omission, violation, neglect or breach of duty.

8. **Executive officer** – only a person holding any of the officer positions created by **your** charter, constitution or by-laws.
9. **Insured** - any person or organization qualifying as such under SECTION II - WHO IS AN INSURED of this Coverage Form.
10. **Intentional tort** –a tort which was committed with knowledge that committing the act was wrong or expected to produce a **wrongful act** or knowingly failing to correct a **wrongful act** after discovery. **Intentional tort** additionally means any action or inaction by the member or its **employees** in violation of any ordinance, regulation, statute or constitutional provision. **Intentional tort** shall also include any violation of the provisions of Americans With Disabilities Act or related statutes and any action taken by an **insured** or a **insured's employee** in violation of a person's constitutional or civil rights or in a retaliation for a person or persons exercising their constitutional rights to free speech or association.
11. **Leased worker** - a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
12. **Narcotic medication** – any scheduled II thru V controlled substance as classified in KRS 218A.060, 218A.070, 218A.080, 218A.090, 218A.100, 218A.110, 218A.120, and 218A.130 under the conditions set forth in KRS 314.042 or any controlled substance listed by the Cabinet for Health and Family Services as a scheduled II through V controlled substance.
13. **Occurrence** – an accident, including continuous repeated exposure to substantially the same general harmful conditions or a series of related **wrongful acts**.

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All **claims** arising from:

- a. a series of related acts, errors, omissions, neglects, or breaches of duty; or
- b. multiple acts, errors, omissions, neglects, or breaches of duty alleged in the same **claim** by one or more persons;

shall constitute a single **occurrence** and shall be deemed to occur at the time of the first act, error, omission, neglect or breach of duty.

14. Personal injury - injury other than **bodily injury**,

- a. arising out of one or more of the following offenses:
 - (1) false arrest, detention or imprisonment;
 - (2) malicious prosecution;
 - (3) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of:
 - (a) a room;
 - (b) a dwelling; or
 - (c) your premises;that a person occupies by or on behalf of its owner, landlord or lessor;
 - (4) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - (5) oral or written publication of material that violates a person's right of privacy.

15. Pollutants – any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

16. Property damage -

- a. physical injury to tangible property, except the **insured's** own property, including all resulting loss of use of that property; or
- b. loss of use of tangible property, except the **insured's** own property, that is not physically injured.

17. Suit - a civil, administrative or arbitration proceeding to which this Coverage Form applies in which a **wrongful act** is alleged. **Suit** includes:

- a. an arbitration proceeding in which such **damages** are claimed and to which **you** must submit or do submit with **our** consent; or
- b. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which **you** submit with **our** consent; or
- c. any local, state or federal employment proceeding.

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

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19. **Wrongful act** - any act, error, omission, neglect or breach of duty.

All **claims** arising from:

- a. a series of related acts, errors, omissions, neglects, or breaches of duty; or
- b. multiple acts, errors, omissions, neglects, or breaches of duty alleged in the same **claim** by one or more persons;

shall constitute a single **wrongful act** and shall be deemed to occur at the time of the first act, error, omission, neglect or breach of duty.

20. **Your premises** – a premises **you** own, occupy or rent or a premises **you** utilize with the written consent of the owner or tenant thereof.

21. **Your product** –

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

Your product includes:

- a. warranties or representations made at any time with respect to fitness, quality, durability, performance or use of **your product**, and
- b. the providing or failure to provide warnings or instructions.

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

22. **Your work** -

- a. work or operations performed by **you** or on **your** behalf; and
- b. materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- i. warranties or representations made at any time with respect to fitness, quality, durability, performance or use of **your work**; and
- ii. the providing of or failure to provide warnings or instructions.

**ENDORSEMENT TO PUBLIC OFFICIALS AND EMPLOYEES
ERRORS AND OMISSIONS COVERAGE FORM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

This endorsement modifies insurance provided under the following coverage document(s):

PUBLIC OFFICIALS AND EMPLOYEES ERRORS AND OMISSIONS COVERAGE FORM

The following language is added as Subsection d. of paragraph 2 of **SECTION II -WHO IS AN INSURED**:

- d. Notwithstanding anything contained in Paragraphs a. through c. above, no EMT, paramedic or ambulance services professional shall be covered hereunder if working for, on behalf of or under the supervision or direction of a person or entity other than **you** which is insured by **us** or any other carrier or entity authorized to provide liability insurance coverage regardless of whether such EMT, paramedic or ambulance services professional shall also be **your** employee.

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
CLAIMS-MADE FORM

THIS COVERAGE FORM IS WRITTEN ON A CLAIMS MADE BASIS. THIS COVERAGE SECTION COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ THE FORM CAREFULLY.

Throughout this Coverage Form the words **you** and **your** refer to the Named **Insured** shown in the Declarations, and any other person or organization qualifying as an **insured** under this Coverage Form. 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 WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in **bold** have special meaning. Refer to DEFINITIONS (SECTION V).

No obligation or liability to pay sums or perform acts or services is covered unless provided for under the Insuring Agreement applicable to this Coverage Form.

These coverages are subject to exclusions that restrict coverage. The amount **we** will pay is limited as described under LIMIT OF INSURANCE (SECTION III). **Defense costs** will not reduce the available LIMIT OF INSURANCE. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

SECTION I - COVERAGE

A. Insuring Agreement

1. This insurance applies to an **employment practices violation** only if:

- a. The **employment practices violation** takes place in the **coverage territory**; and
- b. The **employment practices violation** did not commence before the Retroactive Date, or after the end of the policy period; and
- c. The **claim** because of the **employment practices violation** is first made against any insured during the policy period and after the Retroactive Date and is reported to **us** during the policy period.

2. **We**:

- (a) will pay those sums that the **insured** becomes legally obligated to pay as **damages** because of an **employment practices violation**;
- (b) have the right and duty to defend any **suit** seeking those **damages**; and
- (c) have the right but not the duty to defend any **suit** that does not seek **damages** to which this insurance applies.

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3. In connection with 2(a) above:

- (a) we may investigate any **employment practices violation** and settle any **claim** at **our** discretion; and
- (b) **our** right and duty to defend ends when **we** have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.

B. Exclusions

This insurance does not apply to any **suit** or **claim** for **damages**, whether direct or consequential, or any cause of action which is covered under any other Coverage Form of this Policy. This insurance also does not apply to any liability, injury, **damages**, loss, cost or expense:

- a. for **bodily injury** (other than emotional distress or mental anguish), **property damage**, **personal injury**, or **advertising injury**.
- b. expected or intended from the standpoint of the **insured**. The **employment practices violation** of an **insured** shall not be imputed to any other **insured** for the purposes of determining the applicability of this exclusion.
- c. arising out of:
 - (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;
 - (2) any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the affects of **pollutants**; or
 - (2) any **claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- d. arising out of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages** that the **insured** would have in the absence of the contract or agreement.
- e. arising out of the actual, alleged or threatened:
 - (1) inhalation of, ingestion of, or prolonged physical exposure to asbestos or lead or products or work containing asbestos or lead; or
 - (2) presence of asbestos or lead at a premises **you** own, occupy or rent.
- f. arising out of or in any way related to radiation or radioactive contamination.
- g. arising out of, or in any way related to, **planning**, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage facility or disposal site or any other nuclear facility.
- h. arising out of or related to breach of contract whether oral, written or implied.
- i. for the return by any **insured** of any remuneration paid in fact to them if payment of that remuneration is held to be in violation of law. This exclusion i. does not apply to such allegations if proven to be false.
- j. arising from the offering, purchase, sale, exchange, or issuance by any **insured** of securities of any **insured** subject to provisions of the Securities Act of 1933, Securities

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Exchange Act of 1934, or any other federal or state law or federal or state regulations applicable to the offering, sale, purchase, or exchange of securities, all as amended.

- k. by reason of, arising out of or based upon:
- (1) any fraudulent, dishonest, criminal or malicious act or omission committed by the **insured**, with the consent of or at the direction of any **insured**, or with the implicit or tacit consent or approval of any **insured**.
 - (2) any willful or intentional violation of any state or federal constitution, law, statute or ordinance committed by the **insured**, with the knowledge or consent of any **insured** (including, without limitation, termination in retaliation for exercising rights to free speech and association).
 - (3) the **insured** gaining in fact any personal profit or advantage to which the **insured** was not legally entitled.

This exclusion k. does not apply to such allegations if proven to be false.

- l. for which the **insured** is entitled to indemnity and or payment by reason of having given notice of any circumstance which might give rise to a **claim** under any Policy or Policies the term of which has expired prior to the inception date of this coverage.
- m. arising out of the letting, contracting, procurement, acquisition or purchase of contracts, goods, services, equipment, buildings, facilities, physical plants, materials and/or supplies. The **employment practices violation** of an **insured** shall be imputed to all other **insureds** for the purposes of determining the application of this exclusion m.
- n. alleging, arising out of, based upon or attributable to the facts alleged, or to the same or related **employment practices violation** alleged or contained in, any **claim** which has been reported, or in any circumstances of which notice has been given, under any Policy of which this Policy is a renewal or replacement or which it may succeed in time.
- o. alleging, arising out of, based upon or attributable to any pending or prior (1) litigation; or (2) EEOC (or similar state, local or foreign agency) proceeding or investigation of which an **insured** had notice, as of the commencement of the Policy Period, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or EEOC (or similar state, local or foreign agency) proceeding or investigation.
- p. with respect to serving in a capacity as a director, officer, trustee or governor of an **outside entity**, for any **employment practices violation** occurring prior to the commencement of the Policy Period if the **insured** knew or could have reasonably foreseen that such **employment practices violation** could lead to a **claim** under this Policy.
- q. alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **insured** serving in any capacity with an **outside entity**.
- r. for **bodily injury**, sickness, disease or death of any person.
- s. for violation(s) of any of the responsibilities, obligations or duties imposed by the Employment Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules and regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state or foreign statutory law or common law; provided, however, this exclusion shall not apply to a **claim** for retaliation.

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- t. alleging, arising out of, based upon or attributable to any obligation pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, however, this exclusion shall not apply to a **claim** for retaliation.
- u. alleging, arising out of, based upon or attributable to any violation of an individual's employment for exercising any state or federal constitutional, statutory, or common law rights to free speech and/or association. The **employment practices violation** of an **insured** shall be imputed to all other **insureds** for the purposes of determining the applicability of this exclusion u.
- v. for punitive damages, for an award of attorneys' fees or an award of court costs.
- w. arising out of or in any way connected with the actions of any administrative board, by whatever name called, acting as a body in its official capacity and arising out of any of the following by whatever name called:
 - (1) eminent domain,
 - (2) land use planning,
 - (3) municipal zoning,
 - (4) condemnation,
 - (5) inverse or reverse condemnation, or
 - (6) adverse possession or dedication by adverse use.
- x. arising out of strikes, lock outs, riots, civil commotion, war or terrorism.
- y. for complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.
- z. This insurance does not apply to **bodily injury, property damage, personal injury and advertising injury** arising out of:
 - 1. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any **insured**, or
 - 2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;of a person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

SECTION II - WHO IS AN INSURED

- 1. Each of the following is an **insured**:
 - a. **you**, the Public Entity named in the Declarations, are an **insured**; and

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b. **your** past, present or future lawfully elected, appointed or employed officials; but only with respect to their duties as **your** officials.

2. Each of the following is also an **insured**:

- a. **your employees**, other than **your** officials, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business;
- b. **your** volunteer worker(s) but only while acting at the direction of, and within the scope of their duties for **you**. This does not include any person working on retainer, as an independent contractor, or as a confidential informant, whether or not registered with a law enforcement agency and whether or not receiving compensation.
- c. **your** nurses, paramedics and emergency medical technicians but only while acting at the direction of, and within the scope of their duties for **you**.

However,

- (1) No **employee**, volunteer worker, nurse, paramedic or emergency medical technician is an **insured** for injury or damage:
 - (a) claimed by **you**, or
 - (b) to:
 - (i) **your employee**,
 - (ii) **your** volunteer, including a nurse, paramedic or emergency medical technician while in the course of his or her employment or while performing duties related to the conduct of **your** business; or to the spouse, child, parent, brother or sister of that **employee** or volunteer as a consequence of such injury or **damage** or for any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury or damage; and
- (2) No **employee** or volunteer is an **insured** arising out of his or her providing or failing to provide professional services as an architect, engineer or surveyor, doctor, attorney or accountant. This exclusion shall not apply to **claims** made against **insureds** while acting solely as your **employees** or volunteers and not in their professional capacities as such.

- 3. The estates, heirs, legal representatives or assignees of deceased persons in 1.b., 2.a., 2.b. and 2.c. above who were **insureds** at the time of the **employment practices violation** upon which a **claim** is based provided the **claim** is made within one year of that person's death but only to the extent coverage applies to such deceased persons.
- 4. A mutual assistance pact, a joint powers agreement or a similar arrangement operated by **you**, under **your** control or under **your** jurisdiction will qualify as a Named **Insured**, but only with respect to the conduct of **your** business and only to the extent of **your** participation or interest.
- 5. Any board, commission, governmental agency or subdivision, department, municipal body, not-for-profit corporation or other unit operated by **you** or under **your** jurisdiction will qualify as an additional Named **Insured** if there is no other insurance providing coverage

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available to that organization and if such organization is identified in a "Specified Board, Commissions or Units Endorsement" to this Coverage Form.

SECTION III - LIMIT OF INSURANCE

1. The Limit of Insurance shown on the Declarations and the rules below determine the most we will pay regardless of the number of:
 - a. **insureds**;
 - b. **claims** made or **suits** brought; or
 - c. persons or organizations making **claims** or bringing **suits**.
2. We will not pay more than \$50,000 per claimant, \$500,000 in the aggregate, for lost wages or back pay **damages** because of **employment practices violation(s)**. The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all **damages** under this coverage.
3. Subject to 2. above, the each **Employment Practices Violation** limit shown in the Declarations is the most we will pay for the sum of all **damages** because of **employment practices violation(s)**.
4. **Defense costs** are paid or payable by us in addition to the Limit of Insurance.

The Limit of Insurance of this Coverage Part applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after one or more 12 month period for a period of less than 12 months. In that case the additional period will be deemed as part of the last preceding period for purposes of determining the Limit of Insurance.

SECTION IV - CONDITIONS

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

1. Duties in the Event of an Employment Practices Violation
 - a. An **insured** must notify us promptly of an **employment practices violation** which may result in a **claim** except as follows:

If you have announced to all of your **employees** that any **employment practices violation** must be reported and have established a reasonable procedure for doing so, knowledge of **employees** shall not be considered to be knowledge of the **insured** until you, an **executive officer**, elective or appointed officer, a member of any board or commission or agency of yours, or other persons employed by you in a supervisory capacity shall have received actual notice of such **employment practices violation**.

Notice of an **employment practices violation** is not notice of a **claim**.

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- b. If a **claim** is received by any **insured**, **you** must:
 - (1) immediately record the specifics of the **claim** or a **suit** and the date received;
 - (2) notify **us** in writing immediately;
- c. The notification to **us** required in the preceding sections a. and b. must be made during the policy period and after the Retroactive Date.
- d. **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 a **suit**;
 - (2) authorize **us** to obtain records and other information;
 - (3) cooperate with **us** in the investigation, settlement or defense of 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 injury or damage to which this insurance may also apply.
- e. No **insureds** will, except at their own cost, make a payment, settle, assume any obligation, or incur any expense, without **our** consent.

2. Other Insurance

- a. Coverage provided under this Coverage Form is primary except as stated in paragraph b. below. When this Coverage Form is primary, **our** obligations are not affected unless **you** have other insurance that is also primary. Then, **we** will pay only the amount of **your damages** described in paragraph c. below. As used herein, other insurance includes any type of self-insurance or other mechanism by which the **insured** arranges for funding of legal liabilities.
- b. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - 1. that covers an organization that the Named **Insured** acquires or forms, subject to provision 5, of SECTION II – Who Is An Insured.
 - 2. that provides coverage for professional services of an architect, engineer, surveyor, attorney, doctor or accountant for work done or services provided on **your** behalf.

When this insurance is excess, **we** will have no duty to defend any **claim** that any other insurer has a duty to defend. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to exercise the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, **we** will pay only **our** share of the amount of 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.

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

c. Method of Sharing

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

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

3. Transfer of Rights of Recovery Against Others To Us

Any person to whom or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything needed to secure and preserve these rights. He or she must do nothing after the loss that would jeopardize them.

SECTION V - DEFINITIONS

1. **Advertising injury** - injury arising out of one or more of the following offenses:
 - a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. oral or written publication of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas; or
 - d. infringement of copyright, title or slogan; arising out of advertising activities.
2. **Bodily Injury** - bodily injury, sickness or disease sustained by a person, including care, loss of services or death resulting from any of these at any time.
3. **Claim** -
 - a. a civil, administrative or arbitration proceeding for monetary or non-monetary relief; or
 - b. a written demand or written notice made by or for the injured person for **damages** because of alleged injury or stating the intent to hold an **insured** liable for **damages** (including any request to waive any statute of limitations); or
 - c. an Equal Opportunity Employment Commission ("EEOC") (or similar statute or local agency) proceeding or investigation of which notice has been given to an **insured**.

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4. **Coverage territory** - the United States of America (including its territories and possessions), Puerto Rico and Canada.

5. **Damages** – monetary judgments, awards and settlements including back pay and front pay. However, **damages** do not include:
 - a. civil or criminal fines, sanctions, penalties, forfeiture, an award of attorneys' fees, an award of court costs, or a fine, penalty or other award imposed pursuant to the Kentucky Open Records Act or the Kentucky Open Meetings Act;
 - b. injunctive or equitable relief;
 - c. punitive damages; or
 - d. disgorgement of salary, wages or other compensation by any of **your** elected officials.

6. **Defense costs** – reasonable and necessary fees, costs and expenses consented to and incurred by **us** (including without limitation premiums for any appeal bond, attachment bond, or similar bond, but without any obligation to apply for or furnish such bond, attorneys' fees and expenses, expert witness fees and expenses and court costs) resulting solely from the investigation, adjustment, defense and appeal of a **claim** or **suit** against the **insured(s)**.

7. **Employee** - includes a **leased worker** and a **temporary worker**.

8. **Employee benefit program** – the following plans:
 - a. group life, accident, health or disability insurance; profit sharing plans; IRS qualified pension plans and stock subscription plans; or
 - b. unemployment insurance, unemployment compensation, social security benefits, workers' compensation, disability benefits and retiree benefits; or
 - c. any other similar plan.

9. **Employer's liability** – liability for **bodily injury** by accident or **bodily injury** by disease arising out of and in the course of an injured **employee's** employment by **you**.

10. **Employment contract** – any contract, including an implied contract, of employment between **you** and an **employee**.

11. **Employment liability** – any of the following:
 - a. liability, including **statutory liability**, arising out of any act, error or omission claimed by **your employee**, **your former employee** or **your potential employee** arising out of their status as such; or the spouse, child, parent, brother or sister of that person at whom any of the acts, errors or omissions are directed.
Such liability is **employment liability**:
 - (1) whether the **insured** may be liable as an employer or in any other capacity;
and

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- (2) includes any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- b. liability arising out of, or attributable to any obligation pursuant to, **your employee benefit program**; or
- c. **employer's liability**.

12. **Employment practices violation -**

- a. liability of the **insured** as an employer, or any obligation to share **damages** with or repay someone else who must pay **damages**, because of injury arising out of any of the following:
 - (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment;
 - (2) harassment, including sexual harassment whether "quid pro quo," hostile work environment or otherwise;
 - (3) discrimination, including but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability;
 - (4) employment-related misrepresentation(s) to an **employee** or applicant for employment;
 - (5) employment-related libel, slander, humiliation, defamation or invasion of privacy;
 - (6) wrongful failure to employ or promote;
 - (7) wrongful deprivation of career opportunity, wrongful demotion or reassignment, or negligent **employee** evaluation, including the giving of negative or defamatory statements in connection with an **employee** reference;
 - (8) wrongful discipline; or
 - (9) Title VII of the Civil Rights Act of 1964 and amendments thereto, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans With Disabilities Act and the Family and Medical Leave Act of 1993 or any other similar state or local statutes, rules or regulations;

claimed by **your** current, former or potential **employee** arising out of their status as such.

However, **employment practices violation** does not include any liability for which coverage is provided under any other coverage of this Policy, including but not limited to the General Liability Coverage Part or that would be covered except for the application of a deductible or any type of self-insurance or other mechanism by which the **insured** arranges for funding of legal liabilities, exhaustion of the Limit of Insurance, or the date on which the **claim** is made, or the act, error, omission, injury or damage occurred. **Employment practices violation** also does not include any liability for any termination of employment in retaliation for exercising rights to free speech and association.

13. **Executive officer** – only a person holding any of the officer positions created by **your** charter, constitution or by-laws.

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14. **Insured** – any person or organization qualifying as such under SECTION II - WHO IS AN INSURED of this Coverage Form.
15. **Leased worker** – a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
16. **Outside entity** -
- a. a nonprofit organization recognized as tax exempt under 501(c) of the Internal Revenue Code of 1986; and
 - b. any other association, corporation, partnership, joint venture or limited liability company, not identified pursuant to Section II – WHO IS AN INSURED, paragraph 5. of this Coverage Form.
17. **Personal injury** - injury other than **bodily injury**,
- a. arising out of one or more of the following offenses:
 - (1) false arrest, detention or imprisonment
 - (2) malicious prosecution;
 - (3) 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 by or on behalf of its owner, landlord or lessor;
 - (4) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - (5) oral or written publication of material that violates a person's right of privacy.
18. **Pollutants** – any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
19. **Property damage** -
- a. physical injury to tangible property, including all resulting loss of use of that property; or
 - b. loss of use of tangible property that is not physically injured.
20. **Suit** – a civil or administrative proceeding to which this Coverage Form applies in which **damages** because of an **employment practices violation** are alleged.
- a. **Suit** includes:
 - (1) an arbitration proceeding in which such **damages** are **claimed** and to which the **insured** must submit or does submit with **our** consent;
 - (2) any other alternative dispute resolution proceeding in which such **damages** are **claimed** and to which the **insured** submits with **our** consent.

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21. **Temporary worker** - a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
22. **Wrongful act** - any act, error, omission, neglect or breach of duty. All **claims** arising from:
- a. a series of related acts, errors, omissions, neglects or breaches of duty; or
 - b. multiple acts, errors, omissions, neglects, or breaches of duty alleged in the same **claim** by one or more persons;
- shall constitute a single **wrongful act** and shall be deemed to occur at the time of the first act, error, omission, neglect or breach of duty.

LAW ENFORCEMENT LIABILITY COVERAGE FORM

This Coverage Form explains **YOUR LAW ENFORCEMENT LIABILITY COVERAGE**. The coverages referenced in this Coverage Form are:

- Coverage A. Bodily Injury and Property Damage Liability
- Coverage B. Personal Injury and Advertising Injury Liability

No obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the insuring agreement applicable to these coverages.

These coverages are subject to exclusions that restrict coverage. The amount **we** will pay is limited as described under **LIMIT OF INSURANCE (SECTION III)**. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words **you** and **your** refer to the Named **Insured** shown in the Declarations, and any other person or organization qualifying as an **insured** under this Coverage Form. 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 **WHO IS AN INSURED (SECTION II)**.

Other words and phrases that appear in **bold** have special meaning. Refer to **DEFINITIONS (SECTION V)**.

SECTION I - COVERAGES

A. **BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Insuring Agreement

We will pay those sums that the **insured** becomes legally obligated to pay as **damages** for **bodily injury** or **property damage** because of a **law enforcement incident** to which this insurance applies. **We** will have the right and duty to defend any **suit** to which this insurance applies, seeking those **damages**, but:

- a. **we** may investigate any **law enforcement incident** and settle any **claim** or **suit** at **our** discretion; and
- b. **our** right and duty to defend ends when **we** have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.

Subject to the foregoing, this insurance applies to a **law enforcement incident** only if:

- a. the **law enforcement incident** is committed in the **coverage territory** during the Policy Period; and
- b. prior to the Policy Period, no **insured** listed under Paragraph 1. of SECTION II -- WHO IS AN INSURED or any **employee** authorized by **you** to give or receive notice

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of an **occurrence** or **claim**, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **insurer** or authorized **employee** knew, prior to the Policy Period, that the **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or **property damage** which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any **insured** listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the Policy Period.

Bodily injury or **property damage** will be deemed to have been known to have occurred at the earliest time when any **insured** listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all, or any part, of the **bodily injury** or **property damage** to **us** or to any other insurer;
- b. receives a written or verbal demand or **claim** for **damages** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

2. Exclusions

Insurance under Coverage A. Bodily Injury and Property Damage Liability does not apply to any **suit** or **claim** for **damages**, whether direct or consequential, or any cause of action which is covered under any other coverage part herein or other Coverage Form of this Policy. This insurance also does not apply to the following:

a. Expected or Intended Injury

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

b. Contractual Liability

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

- (1) assumed 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; or
- (2) that the **insured** would have in the absence of the contract or agreement.

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c. Liquor Liability

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

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

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

- (1) the supervision, hiring, employment, training or monitoring of others by that **insured**; or
- (2) providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in Paragraph (1), (2), or (3) above. However, this exclusion applies only if you are in the **business** of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the **business** of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

- (1) **Bodily injury** to an **employee** of the **insured** arising out of and in the course of:
 - (a) employment by the **insured**; or
 - (b) performing duties related to the conduct of the **insured's** business; or
- (2) **Bodily injury** to the spouse, child, parent, brother or sister of that **employee** as a consequence of (1) above.
- (3) **Bodily injury** arising out of any demotion, harassment, discrimination, humiliation, or other employment-related practices, acts, or omissions.

This exclusion applies:

- (i) whether the **insured** may be liable as an employer or in any other capacity; or
- (ii) to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

This exclusion does not apply to liability of others assumed by the **insured** under an **insured contract** provided that the **bodily injury** or **property damage** occurs subsequent to the execution of the **insured contract**.

f. Pollution

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- (1) **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - (a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**;
 - (b) at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
 - (c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as **waste** by or for any **insured** or any person or organization for which **you** may be legally responsible; or
 - (d) at or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of **pollutants**.
- (2) Any loss, cost or expense arising out of any:
 - (a) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - (b) **claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
- (3) Paragraph (1) of this exclusion does not apply to pesticide or herbicide applicators if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those conditions. The maximum amount payable for pesticide or herbicide liability shall not exceed \$250,000.
- (4) Paragraph (1)(a) of this exclusion does not apply to:
 - (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (b) **bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
 - (c) **property damage** to a building or its contents if caused by sewage resulting from:
 - (i) the reverse flow of such sewage from within any sewage facility that you own, operate or maintain; or
 - (ii) the escape of sewage from any fixed conduit that **you** own, operate or maintain, but only if the escape occurs away from land **you** own or lease.
- (5) Paragraph (1)(d) of this exclusion does not apply to:
 - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the

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

- (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or
- (c) **bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.

g. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

- (1) a watercraft while ashore on **your premises**;
- (2) a watercraft not being used to carry persons or property for a charge. Watercraft carrying persons or property for a charge are covered if scheduled to this Policy;
- (3) watercraft under 26 feet in length;
- (4) parking an **auto** on, or on the ways next to, **your premises**, other than an **insured's auto**;
- (5) liability of others assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft;
- (6) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (7) **bodily injury or property damage** arising out of the operation of any of the equipment listed in paragraph f.2. or f.3. of the definition of **mobile equipment**.

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h. Mobile Equipment

Bodily injury or property damage arising out of:

- (1) the transportation of **mobile equipment** by an **insured's auto**; or
- (2) the use of **mobile equipment** in, or while in practice for or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

Bodily injury or property damage due to war whether or not declared or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

j. Damage to Property

Property damage to:

- (1) **your premises**;
- (2) premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) property loaned to **you**;
- (4) personal property in the care, custody or control of the **insured**;
- (5) that particular part of real property on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **property damage** arises out of those operations; or
- (6) that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.
- (7) property which **you** are a bailee for, property which **you** have confiscated or seized, or property which is otherwise in **your** care, custody or control and which **you** do not own, rent, hire, lease, utilize or occupy with the agreement or consent of the owner.

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

Paragraphs (3), (4), (5), (6) and (7) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

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m. Damage to Property Not Physically Injured and Required Damage to Property

Property damage to:

- (1) property that has not been physically injured, arising out of:
 - (a) a defect, deficiency, inadequacy or dangerous condition in **your product or your work**; or
 - (b) a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.
- (2) property which it is necessary to damage in order to:
 - (a) repair, replace, adjust, or remove **your product or your work** that is known to be defective, deficient, inadequate or dangerous; or
 - (b) correct **your** failure or the failure of anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work or Impaired Property

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

- (1) **your product**;
- (2) **your work**; or
- (3) **impaired property**;

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

o. Asbestos

Bodily injury or property damage arising out of the actual, alleged or threatened:

- (1) inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos;
- (2) use of asbestos in **your work** or **your product** or the work or product of any person or organization for whom **you** may be legally responsible; or
- (3) exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by **you** or any person or any organization for whom **you** may be legally responsible.

p. Lead

Bodily injury or property damage arising out of:

- (1) the ingestion, inhalation or absorption of lead in any form; or
- (2) the presence of lead at **your premises**.

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q. Land Use

Bodily injury or property damage arising out of or in any way connected with any of the following by whatever name called:

- (1) eminent domain;
- (2) land use planning;
- (3) municipal zoning;
- (4) condemnation;
- (5) inverse or reverse condemnation; or
- (6) adverse possession or dedication by adverse use.

r. Failure to Supply

Bodily injury or property damage arising out of the failure of any **insured** to adequately supply gas, oil, electricity or steam or to maintain gas, electric, water, sewer or utility service.

s. Dam

Bodily injury or property damage arising out of the rupture, bursting, overtopping, flooding, cracking, seepage, under-seepage, accidental discharge, or partial or complete structural failure of any **dam**, levee or dike, that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease.

t. Aviation Activities

Bodily injury or property damage arising out of the operation, maintenance, use or operation of airfields, runways, hangars, heliports, helipads, buildings or other properties used in connection with aviation activities or airports or similar property that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease.

This exclusion does not apply to:

- (1) **bodily injury or property damage** included in the **products-completed operations hazard**; or
- (2) **bodily injury or property damage** arising out of premises liability in buildings where the general public is admitted.

u. Care Facilities

Bodily injury or property damage arising out of the maintenance, operation or use of a continuing care facility, nursing home, long term care facility, assisted living community or hospital.

v. Personal and Advertising Injury

Bodily injury arising out of **personal injury or advertising injury**.

w. Punitive Damages, Attorneys' Fees and Court Costs

Any judgment or **claim**, or any part thereof, for punitive damages, attorneys' fees, or court costs.

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x. Tort or Violation of Law

Bodily injury or property damage arising out of any intentional tort or any willful violation of any law committed by or with the knowledge of, or implicit or tacit approval or consent of, any **insured**.

y. Abuse or Molestation

We will not pay any sum or defend any **suit** on behalf of any **insured** or person—

1. who has been adjudicated, or has acknowledged, to have taken part in any act of **sexual abuse**; or
2. who has been adjudicated, or has acknowledged, to have remained passive upon gaining knowledge of any actual or alleged act of **sexual abuse**.

z. Special Events & Recreational Activities

With respect to the operations of any carnival, circus, festival, fair, exhibition or property owned, leased, rented or occupied by the **insured** and used for recreational purposes, this insurance does not apply to:

1. **Bodily injury or property damage** arising out of any mechanically operated amusement device; or
2. **Bodily injury or property damage** to any person while attending, practicing for or participating in any sports or athletic contest or exhibition, including but not limited to rodeos, tractor pulls, demolition or stunting activity, horse shows, automobile shows, running events, racing events, trail riding or any other recreational competition or exhibition.

aa. All Terrain Vehicles

Bodily injury or property damage arising out of, caused by or contributed to by ownership, non-ownership, maintenance, use or entrustment to others of any all-terrain vehicle (ATV). Use includes operation and **loading** or **unloading**. This exclusion applies even if the **claims** against any **insured** allege negligence or wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any all terrain vehicle that is owned or operated by or rented or loaned to any **insured**.

bb. Recording and Distribution of Material or Information in Violation of Law

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

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

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

B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as **damages for personal injury or advertising injury** because of a **law enforcement incident** to which this insurance applies. We will have the right and duty to defend any **suit** to which this insurance applies, seeking those **damages**; but:
- (1) we may investigate any **law enforcement incident** and settle any **claim or suit** at **our** discretion; and
 - (2) **our** right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.
- b. This coverage applies to **personal injury** only if caused by an offense:
- (1) committed in the **coverage territory** during the Policy Period; and
 - (2) arising out of the conduct of **your** business (excluding advertising, publishing, broadcasting or telecasting done by or for **you**).
- c. This coverage applies to **advertising injury** only if caused by an offense:
- (1) committed in the **coverage territory** during the Policy Period; and
 - (2) in the course of advertising **your** goods, products or services.

2. Exclusions

This insurance does not apply to any **suit or claim for damages**, whether direct or consequential, or any cause of action which is covered under any other coverage part herein or other Coverage Form of this Policy. This insurance also does not apply to the following:

- a. **Personal injury or advertising injury:**
- (1) caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
 - (2) arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
 - (3) arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
 - (4) that results in any **damages**, loss, cost or expense by reason of any deliberately dishonest or fraudulent act or omission, or any criminal or

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- malicious act or omission, or any willful violation of law, committed by or with the knowledge or consent, whether actual, tacit or implicit, of any **insured**;
- (5) for which the **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **damages** that the **insured** would have in the absence of the contract or agreement;
 - (6) which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, disposal, seepage, migration, release or escape of **pollutants** at any time;
 - (7) arising out of a breach of contract, except an implied contract to use another's advertising idea in **your** advertisement;
 - (8) arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **your** advertisement;
 - (9) arising out of the wrong description of the price of goods, products or services stated in **your** advertisement;
 - (10) arising out of the infringement of copyright, patent trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in **your** advertisement; However, this exclusion does not apply to infringement, in your advertisement, of copyright, trade dress or slogan;
 - (11) committed by an **insured** whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to paragraph 23. a. b. and c. of **personal injury** under the Definitions Section;
 - (12) arising out of the actual, alleged or threatened;
 - (a) inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos; or
 - (b) use of asbestos in **your work** or **your product** or the work or product of any person or organization for whom **you** may be legally responsible; or
 - (c) exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by **you** or any person or any organization for whom **you** may be legally responsible;
 - (13) arising out of any activities at any airfield, runway, hangar, airport, airpark, heliport, or similar property that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease.

This exclusion does not apply to **personal injury** or **advertising injury** arising out of premises liability in buildings where the general public is admitted;
 - (14) arising out of or in any way connected with any of the following by whatever name called:
 - (a) eminent domain;
 - (b) land use planning;
 - (c) municipal zoning;
 - (d) condemnation;
 - (e) inverse or reverse condemnation; or

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- (f) adverse possession or dedication by adverse use;
- (15) arising out of the failure of any **insured** to adequately supply gas, oil, electricity or steam or to maintain gas, electric, water, sewer or utility service;
- (16) arising out of the rupture, bursting, overtopping, flooding, cracking, seepage, under-seepage, accidental discharge, or structural failure of any **dam**, levee or dike, that **you** own, operate, use, maintain, license, permit or inspect, or located on any property **you** rent or lease, including a sub-lease;
- (17) arising out of:
 - (a) the ingestion, inhalation or absorption of lead in any form; or
 - (b) the presence of lead **at your premises**;
- (18) arising directly or indirectly out of any action or omissions that violates or is alleged to violate:
 - 1. the Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
 - 2. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - 3. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - 4. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- (19) arising out of the maintenance, operation or use of a continuing care facility, nursing home, long term care facility, assisted living community or hospital.
- (20) We will not pay any sum or defend any **suit** on behalf of any **insured** or person—
 - 1. who has been adjudicated, or has acknowledged, to have taken part in any act of **sexual abuse**; or
 - 2. who has been adjudicated, or has acknowledged, to have remained passive upon gaining knowledge of any actual or alleged act of **sexual abuse**.
- (21) Special Events & Recreational Activities
With respect to the operations of any carnival, circus, festival, fair, exhibition or property owned, leased, rented or occupied by the **insured** and used for recreational purposes, this insurance does not apply to:
 - 1. **Personal injury** or **advertising injury** arising out of any mechanically operated amusement device; or
 - 2. **Personal injury** or **advertising injury** to any person while attending, practicing for or participating in any sports or athletic contest or exhibition, including but not limited to rodeos, tractor pulls, demolition or stunting activity, horse shows, automobile shows, racing events, running events, trail riding or any other recreational competition or exhibitions.

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(22) Punitive Damages, Attorneys' Fees and Court Costs

Any judgment or **claim**, or any part thereof, for punitive damages, attorneys' fees, or court costs.

- b. Any loss, cost or expense arising out of any:
- (1) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
 - (2) **claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of **pollutants**; or
 - (3) Any **claim** or judgment, or any part thereof, for punitive damages.
- c. Participation in Multi-Jurisdictional Organizations Insured by Us
This insurance does not apply to **personal injury** or **advertising injury** arising out of the participation of any **insured** in any mutual assistance or joint powers arrangement or multi-jurisdictional partnership, joint venture or task force or other similar organization if the organization is insured by **us** under a separate Coverage Agreement specifically naming the organization as an **insured**.

SECTION II -WHO IS AN INSURED

1. Each of the following is an **insured**:
 - a. **you**, the Public Entity named in the Declarations, are an **insured**;
 - b. **your** past, present or future lawfully elected, appointed or employed officials; but only with respect to their duties as **your** officials.

2. Each of the following is also an **insured**:
 - a. **your employees**, other than **your** officials, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business;
 - b. **your** volunteer worker(s), but only while acting at the direction of, and within the scope of their duties for **you**. This does not include any person working on retainer, as an independent contractor, or as a confidential informant, whether or not registered with a law enforcement agency and whether or not receiving compensation;
 - c. **your** nurses, paramedics and emergency medical technicians, but only while acting at the direction of, and within the scope of their duties for **you**;
 - d. any person (other than **your employees** or **your** volunteers) or any organization while acting as **your** real estate manager;
 - e. if **you** are a tenant and **your** lease agreement includes a provision requiring **you** to provide coverage for the liability of **your** landlord;

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- f. any person or organization that rents a premises to **you**, but only with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to **you**.

However,

- (1) no past, present or future lawfully elected, appointed or employed official, **employee**, volunteer worker, nurse, paramedic or emergency medical technician is an **insured** for:
 - a. **bodily injury or personal injury**:
 - (i) to **you**, or
 - (ii) to:
 - (a) **your** past, present or future lawfully elected, appointed or employed official(s);
 - (b) **your employees**; or
 - (c) **your** volunteer(s) including a nurse, paramedic or emergency medical technician while in the course of his or her employment or while performing duties related to the conduct of **your** business; or
 - (d) to the spouse, child, parent, brother or sister of that **employee** or volunteer as a consequence of such **bodily injury or personal injury** or for any obligation to share **damages** with or repay someone else who must pay **damages** because of the **bodily injury or personal injury**; or
 - (e) any obligation to share **damages** with or repay someone else who must pay **damages** because of the **bodily injury or personal injury**.
 - b. **property damage** to property owned, occupied or used by, 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** past, present or future lawfully elected, appointed or employed officials, any of **your employees**, or any of **your** volunteers; and
- (2) no past, present or future lawfully elected, appointed or employed official, **employee**, volunteer, worker, nurse, paramedic or emergency medical technician is an **insured** for **bodily injury or personal injury** arising out of his or her providing or failing to provide the following services for which a license or authorization to practice is required under the laws of Kentucky or any other state:
 - a. professional health care services as a physician, physician's assistant, osteopath, podiatrist.
 - b. professional dentistry as a dentist or dental hygienist.
 - c. professional pharmacy services as a pharmacist.
 - d. professional psychiatry, psychology, psychology therapy or counseling.
 - e. Professional ophthalmologic or optometry services as an ophthalmologist or optometrist.
 - f. professional engineering or land surveying services.
 - g. professional geology services.
 - h. professional architect services.
 - i. professional chiropractic services.
 - j. professional public accounting services.
 - k. professional ophthalmologic dispensing services.

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- l. professional legal services.
- (3) With respect to **mobile equipment** registered in **your** name under any motor vehicle registration law, any person is an **insured** while operating such **mobile equipment** along a public highway with **your** permission. Any other person or organization responsible for the conduct of such person is also an **insured**, but only with respect to liability arising out of the operation of the **mobile equipment**, and only if no other insurance is available to that person or organization for this liability. However, no person or organization is an **insured** with respect to:
 - a. **property damage** to property owned by, rented to, in the charge of or occupied by **you** or the employer of any person who is an **insured** under this provision;
 - b. **bodily injury** to a co-**employee** of the person driving the equipment.
- (4) The estates, heirs, legal representatives or assignees of deceased persons in 1.b. and 2. above who were **insureds** at the time of the **occurrence** upon which a **claim** is based are **insureds** provided the **claim** is made within one year of that person's death but only to the extent coverage applies to such deceased persons.
- (5) Any board (or member of the Board), commission (or member of the commission), governmental agency or subdivision, department, municipal body, not-for-profit corporation (member or director of the not-for-profit corporation) or other unit operated by **you** under **your** control or under **your** jurisdiction will qualify as a Named **Insured** to the extent there is no other insurance providing coverage available to that organization and if such organization is identified in a Specified Boards, Commissions or Units Endorsement to this Policy.

SECTION III - LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations and the rules below determine the most we will pay regardless of the number of:
 - a. **insureds**;
 - b. **claims** made or **suits** brought; or
 - c. persons or organizations making **claims** or bringing **suits**.
2. The Law Enforcement Liability Each Occurrence Limit is the most we will pay on any one **occurrence** for the sum of all:
 - a. **damages** under Coverage A. Bodily Injury and Property Damage Liability; and
 - b. **damages** under Coverage B. Personal Injury and Advertising Injury Liability.
3. The Law Enforcement Liability Aggregate Limit is the most we will pay for the sum of:
 - a. **damages** under Coverage A. Bodily Injury and Property Damage Liability; and
 - b. **damages** under Coverage B. Personal Injury and Advertising Injury Liability.

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4. The Limit of Insurance of this Coverage Form applies separately to each consecutive annual Policy Period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after one or more 12 month periods for a period of less than 12 months. In that case the additional period will be deemed as part of the last preceding period for purposes of determining the Limit of Insurance.

SECTION IV – LAW ENFORCEMENT LIABILITY CONDITIONS

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

1. Duties In the Event Of An Occurrence, Offense, Claim or Suit
 - a. The **insured** must notify **us** or one of **our** authorized agents promptly of an **occurrence** or offense which may result in a **claim** except as follows:
If **you** have announced to all of **your employees** that all **occurrences** or offenses must be reported and have established a reasonable procedure for doing so, knowledge of **employees** shall not be considered to be knowledge of the **insured** until **you**, an **executive officer**, partner or other persons employed by **you** in a supervisory capacity shall have received actual notice of such **occurrence** or offense. Notice of an **occurrence** or offense is not notice of a **claim**.
 - b. The **insured** must give **us** details of the **occurrence** or offense. Details include how, when and where the **occurrence** or offense took place.
 - c. The **insured** must help **us** to get the names and addresses of injured persons and witnesses.
 - d. If a **claim** is made or **suit** is brought against any **insured**, **you** must:
 - (1) immediately record the specifics of the **claim** or **suit** and the date received; and
 - (2) notify **us** in writing immediately.
 - e. Any **insured** involved in a **claim** or **suit** must:
 - (1) immediately send **us** copies of any legal papers received in connection with the **claim** or **suit**;
 - (2) authorize **us** to obtain records and other information;
 - (3) cooperate with **us** in the investigation, settlement or defense of the **claim** or **suit**; and
 - (4) upon **our** request, assist **us** in obtaining reimbursement in a reasonable manner from any person or organization which may be liable to any **insured** because of injury or damage to which this insurance may also apply.
 - f. No **insureds** will, except at their own cost, make a payment, settle, assume any obligation, or incur any expense, other than for first aid without **our** consent.
2. Other Insurance
 - a. Coverage provided under this Coverage Form is primary except as stated in b. and c. below. When this Coverage Form is primary, **our** obligations are not affected unless

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you have other insurance that is also primary. Then, **we** will share with all that other insurance by the method described in d. below

- b. To the extent coverage is provided by this Coverage Form for the following types of loss, coverage does not apply until the limits of all other insurance (including any deductibles) have been exhausted:
 - (1) losses resulting from the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to exclusion g. of Coverage A;
 - (2) losses resulting from **your** liability for fire, explosion or **water damage**; or
 - (3) losses that are direct physical damage to **your work**.
- c. This insurance is excess over the other insurance, whether primary, excess, contingent or on any other basis that covers:
 - (1) with respect to **mobile equipment** registered in **your** name under any motor vehicle registration law and subject to paragraph 3, of Section II - WHO IS AN INSURED, any other person or organization responsible for the conduct of any person who is an **insured** operating such **mobile equipment** with **your** permission along a public highway.
 - (2) any board (or officer or member of the Board), commission (or officer or member of the Commission) governmental agency or subdivision, department, municipal body, not for profit corporation (or member, director or officer of the not for profit corporation) or other unit operated by **you**, under **your** control, or under **your** jurisdiction.

d. Method of Sharing

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

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

- e. When this insurance is excess, **we** will have no duty to defend any **claim** or **suit** that any other insurer defends. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to exercise the **insured's** rights against all those other insurers.

3. Transfer Of Rights Of Recovery Against Others To Us

Any person to whom or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything needed to secure and preserve these rights. He or she must do nothing after the loss that would jeopardize these rights.

4. Newly Acquired Or Formed Organizations

If **you** acquire or form a new organization:

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- a. other than a partnership or joint venture, and
- b. over which **you** maintain ownership or majority interest, **you** must report it to **us** promptly.

SECTION V - DEFINITIONS

1. **Advertising injury** - injury arising out of one or more of the following offenses:
 - a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. oral or written publication of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas or style of doing business; or
 - d. infringement of copyright, title or slogan;arising out of advertising activities.

2. **Auto** –
 - a. a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.But **auto** does not include **mobile equipment**.

3. **Bodily injury** - bodily injury, sickness or disease sustained by a person, including care, loss of services or death resulting from any of these at any time.

4. **Claim** –
 - a. a **suit**; or
 - b. a written demand or written notice by or for the injured person for **damages** because of alleged injury or stating the intent to hold an **insured** liable for **damages**.

5. **Coverage territory** – the United States of America (including its territories and possessions), Puerto Rico and Canada.

6. **Dam** – any artificial barrier, together with appurtenant works, which does or may impound or divert water, and which either (a) is 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel or watercourse, to the maximum possible water storage elevation; (b) has an impounding capacity of 50 acre-feet or more; or (c) has a Federal Hazard Classification as a High Hazard Dam. FEMA defines a High Hazard Dam as one where failure or mis-operation will probably cause loss of human life.
However, any such barrier which is not in excess of six feet in height, regardless of storage capacity, or which has a storage capacity not in excess of 15 acre-feet, regardless of height, shall not be considered a **dam**. No obstruction in a canal used to raise or lower water

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therein or divert water therefrom, no levee, including but not limited to a levee on the bed of a natural lake the primary purpose of which levee is to control floodwaters, no railroad fill or structure, tank constructed of steel or concrete or of a combination thereof, no tank elevated above the ground and no barrier which is not across a stream channel, watercourse, or natural drainage area and which has the principal purpose of impounding water for agricultural use shall be considered a **dam**. In addition, no obstruction in the channel of a stream or watercourse which is 15 feet or less in height from the lowest elevation of the obstruction and which has the single purpose of spreading water within the bed of the stream or watercourse upstream from the construction for percolation underground shall be considered a **dam**.

7. **Damages** – monetary judgments, awards and settlements including back pay and front pay. However **damages** do not include:
 - a. civil or criminal fines, sanctions, penalties, forfeiture, an award of attorneys' fees, an award of court costs, or a fine, penalty or other award imposed pursuant to the Kentucky Open Records Act or the Kentucky Open Meetings Act;
 - b. injunctive or equitable relief;
 - c. punitive damages; or
 - d. disgorgement of salary, wages or other compensation by any of **your** elected officials.

8. **Drone** - an unmanned aircraft, wheeled and/or tracked vehicle or watercraft guided by remote control or that can navigate autonomously.

9. **Employee** - includes a **leased worker**. **Employee** does not include a **temporary worker**.

10. **Executive officer** - only a person holding any of the officer positions created by **your** charter, constitution or by-laws.

11. **Hostile fire** - a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. **Impaired property** - tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
 - a. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. **you** have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - (1) the repair, replacement, adjustment or removal of **your product** or **your work**;
or
 - (2) **your** fulfilling the terms of the contract or agreement.

13. **Insured** - any person or organization qualifying as such under SECTION II - WHO IS AN INSURED of this Coverage Form.

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14. **Insured's auto** - an **auto** owned or operated by or rented or loaned to any **insured**.
15. **Insured contract** -
- a. a contract for a lease of **your premises**; however, that portion of the contract for a lease of **your premises** that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**.
 - b. a sidetrack agreement;
 - c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. an elevator maintenance agreement;
 - f. that part of any other contract or agreement pertaining to **your business** (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the **tort liability** of another party to pay for **bodily injury or property damage** to a third person or organization.
- Paragraph f. does not include that part of any contract or agreement:
- (1) that indemnifies a railroad for **bodily injury or property damage** arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
 - (2) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in (2)(a) above and supervisory, inspection or engineering services.
16. **Law enforcement incident** – any error, act, omission, neglect or breach of duty resulting from law enforcement activities of **your** police department or any of **your** other law enforcement agencies, including their agents or **employees**. All **claims** arising from a series of related errors, acts, omissions, neglects or breaches of duty shall constitute a single **law enforcement incident**.
17. **Law enforcement agency** – a police department, sheriff's department, detention center or correctional facility, including their agents and **employees** that:
- a. is considered to be part of **you**; or
 - b. is **your** legal responsibility.

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18. **Leased worker** - a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
19. **Loading or unloading** - the handling of property:
- a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
 - b. while it is in or on an aircraft, watercraft or **auto**; or
 - c. while it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;
- but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.
20. **Mobile equipment** - any of the following types of land vehicles, including any attached machinery or equipment:
- a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. vehicles maintained for use solely on or next to **your premises**; however, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by **you** shall be deemed an **auto** and not **mobile equipment** if the only reason for considering it **mobile equipment** is that it is maintained for use exclusively on streets or highways owned by **you**;
 - c. vehicles that travel on crawler treads;
 - d. vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) power cranes, shovels, loaders, diggers or drills; or
 - (2) road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) air compressors, pumps and generators, including spraying, welding, building cleaning, geological exploration, lighting and well servicing equipment; or
 - (2) cherry pickers and similar devices used to raise or lower workers;
 - f. vehicles not described in a., b., c., d. or e. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - (1) equipment designed primarily for:
 - (a) snow removal;
 - (b) road maintenance, but not construction or resurfacing; or

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- (c) street cleaning;
- (2) cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- (3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, vehicles not described in a. through f. above which are designed for travel on public roads but not licensed are not **mobile equipment**.

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

- 21. **Occurrence** - an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

- 22. **Personal injury** - injury other than **bodily injury**, arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment; or
 - b. malicious prosecution; or
 - c. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of:
 - (1) a room,
 - (2) a dwelling, or
 - (3) **your** premises;that a person occupies by or on behalf of its owner, landlord or lessor; or
 - d. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. oral or written publication of material that violates a person's right of privacy.

- 23. **Pollutants** - any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**.

- 24. **Products-completed operations hazard** -
 - a. all **bodily injury** and **property damage** occurring away from **your premises** and arising out of **your product** or **your work** except:
 - (1) products that are still in **your** physical possession; or
 - (2) work that has not yet been completed or abandoned.
 - b. **your work** will be deemed completed at the earliest of the following times:
 - (1) when all of the work called for in **your** contract has been completed;
 - (2) when all of the work to be done at the site has been completed if **your** contract calls for work at more than one site;

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- (3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project; or
 - (4) work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete will be treated as completed.
- c. this hazard does not include **bodily injury** or **property damage** arising out of:
- (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **loading or unloading** of it;
 - (2) the existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Liability Limit.

25. **Property damage -**

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

For the purposes of this coverage, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

26. **Sexual abuse** means sexual molestation, including but not limited to sexual exploitation, deliberate physical contact, mental abuse and illicit conduct not involving physical contact.

Multiple acts of **sexual abuse** by the same person or persons, including any breach of duty with respect to employment, investigation, supervision, reporting or failing to report, or retention relating to any person or persons associated with an act or acts of **sexual abuse**, will be deemed to be one **law enforcement incident**. The date of the **law enforcement incident** will be deemed to be the date of the first act of **sexual abuse**.

27. **Suit** - a civil legal proceeding in which **damages** because of **bodily injury, property damage, personal injury** or **advertising injury** to which this insurance applies are alleged. **Suit** includes:

- a. an arbitration proceeding in which such **damages** are **claimed** and to which you must submit or do submit with **our** consent; or
- b. any other alternative dispute resolution proceeding in which such **damages** are **claimed** and to which you submit with **our** consent.

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28. **Temporary worker** - a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
29. **Tort liability** - liability that would be imposed by law in the absence of any contract or agreement.
30. **Waste** - all waste including materials to be recycled, reconditioned or reclaimed.
31. **Water damage** - accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, other than an automatic sprinkler system. **Water damage** does not include the cost of repairing or replacing the system or appliance from which the water or steam escapes.
32. **Your operations** - **your** customary business activities and operations occurring at **your premises**.
33. **Your premises** - a premises **you** own, occupy, or rent or a premises **you** utilize with the written consent of the owner or tenant thereof.
34. **Your product** -
- a. any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose business or assets **you** have acquired; and
 - b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- Your product** includes:
- i. warranties or representations made at any time with respect to fitness, quality, durability, performance or use of **your product**; and
 - ii. the providing or failure to provide warnings or instructions.
- Your product** does not include vending machines or other property rented to or located for the use of others but not sold.
35. **Your work** -
- a. work or operations performed by **you** or on **your** behalf; and
 - b. materials, parts or equipment furnished in connection with such work or operations.
- Your work** includes:
- i. warranties or representations made at any time with respect to fitness, quality, durability, performance or use of **your work**; and
 - ii. the providing of or failure to provide warnings or instructions.

**ENDORSEMENT TO LAW ENFORCEMENT LIABILITY
COVERAGE FORM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following coverage document(s):

LAW ENFORCEMENT LIABILITY COVERAGE FORM

The following language is added as Subsection g. of paragraph 2. of **SECTION II -WHO IS AN INSURED:**

- g. Notwithstanding anything contained in Paragraphs a. through f. above, no EMT, paramedic or ambulance services professional shall be covered hereunder if working for, on behalf of or under the supervision or direction of a person or entity other than **you** which is insured by **us** or any other carrier or entity authorized to provide liability insurance coverage regardless of whether such EMT, paramedic or ambulance services professional shall also be **your** employee.

INVESTIGATION DEFENSE COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

This Endorsement modifies insurance provided under the following coverage forms for the items listed below:

LAW ENFORCEMENT LIABILITY COVERAGE FORM

Effective Date: This endorsement only applies to acts occurring after December 1, 2018 which give rise to an investigation covered hereunder.

Paragraph C. is added to the end of **SECTION I – COVERAGES** as follows:

C. INVESTIGATION DEFENSE COVERAGE.

1. Coverage. We will defend **your** elected County Sheriff or **your employees** who are Kentucky Law Enforcement Council certified and employed as a sheriff's deputy or county police officer and qualify as an **insured** under this policy, against any local, state or federal criminal investigation which arises from any act within the scope of their employment by **you** as a law enforcement officer.
2. Off Duty Employment Excluded. This coverage will not apply to any investigation which arises out of any act occurring while the sheriff, sheriff's deputy or county police officer is working or performing services for another employer, regardless of whether the act is also considered to be within the scope of his/her employment by **you** as a law enforcement officer.
3. Duration of Defense Coverage. **Our** duty to defend under this provision shall begin at the time an investigation is commenced and end when [1] charges are filed or an indictment is issued against the sheriff, sheriff's deputy or county police officer under investigation; or [2] the sheriff, sheriff's deputy or county police officer acknowledges or is adjudicated to have committed an illegal act; or [3] the investigation is terminated, whichever comes first.
4. Coverage Limit. The amount **we** will pay for defense on behalf of the sheriff, a sheriff's deputy or a county police officer for a single investigation covered under this paragraph is \$5,000. The most **we** will pay for defense on behalf of the sheriff, a sheriff's

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deputy or a county police officer during the policy period is \$10,000. The most we will pay for defense under this coverage for all **insureds** in the aggregate is \$25,000.

ELECTED PUBLIC OFFICIALS LEGAL DEFENSE COVERAGE FORM

This Coverage Form explains **YOUR LEGAL DEFENSE COVERAGE**. The coverages referenced in this Coverage Form are:

Coverage A. Intentional Tort Defense

Coverage B. Public Officials Criminal Charges Defense

No obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Policy applicable to these coverages.

These coverages are subject to exclusions that restrict coverage. The amount **we** will pay is limited as described under **LEGAL DEFENSE LIMIT OF INSURANCE (SECTION III)**. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words **you** and **your** refer to the Named **Insured** shown in the Declarations, and any other person or organization qualifying as an **insured** under this Coverage Form. 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 **WHO IS AN INSURED (SECTION II)**.

Other words and phrases that appear in **bold** have special meaning. Refer to **DEFINITIONS (SECTION V)**.

SECTION I – COVERAGES

A. INTENTIONAL TORT DEFENSE

I. Insuring Agreement

We will defend any **suit** seeking **damages** against an **insured** because of or as a result of an **intentional tort** resulting in **personal injury, bodily injury, property damage** or **advertising injury** to which this Coverage Form applies. This Coverage Form applies only to **personal injury, bodily injury, property damage** and **advertising injury** that occurs during the Policy Period. The **personal injury, bodily injury, property damage** or **advertising injury** must be caused by an **intentional tort**. The **intentional tort** must take place in the **coverage territory**. **We** will have the right and duty to defend any **suit** to which this Coverage Form applies, seeking those **damages**; but:

- a. **we** may investigate any **intentional tort** and settle any **claim** or **suit** at **our** discretion; and
- b. **our** right and duty to defend ends when **we** have used up the applicable Legal Defense Limit of Insurance in the payment of the costs and expenses of defense under Coverage A. Intentional Tort Defense, and/or Coverage B. Public Officials Criminal Charges Defense Liability; and

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- c. we shall not be liable to indemnify the **insured** for, nor shall we pay, that portion of any judgment or **claim** that has been found to be the result of an **intentional tort**.

2. Exclusions

Insurance under Coverage A. Intentional Tort Defense does not apply to any **suit** or **claim** for **damages**, whether direct or consequential, or any cause of action which is covered under any other coverage part herein or other Coverage Form of this Policy. This insurance also does not apply to the following:

a. Contractual Liability Claims

Advertising injury, personal injury, bodily injury or property damage claims against the **insured** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages**:

- (1) assumed 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; or
- (2) that the **insured** would have in the absence of the contract or agreement.

b. Liquor Liability

This insurance does not apply to any claim arising from the consumption or distribution of any alcoholic beverage.

This exclusion applies to all allegations including, but not limited to, negligent hiring, placement, training, supervision, or to any act, error or omission relating to the consumption or distribution of any alcoholic beverage.

c. Pollution

- (1) **Advertising injury, personal injury, bodily injury or property damage claims** against an **insured** which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

- (2) Any **loss, cost or expense** arising out of any:

- (a) request, demand, rule or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (b) **claim or suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

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Paragraph (1) of this exclusion does not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

d. Aircraft, Auto or Watercraft

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

This exclusion does not apply to:

- (1) a watercraft while ashore on **your premises**;
- (2) a watercraft not being used to carry persons or property for a charge. Watercraft carrying persons for a charge are covered if scheduled to this Policy;
- (3) parking an **auto** on, or on the ways next to, **your premises**, other than an **insured's auto**;
- (4) liability of others assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **bodily injury** or **property damage** arising out of the operation of any of the equipment listed in paragraph f (2) or f (3) of the definition of **mobile equipment**.

e. Mobile Equipment

Personal injury, advertising injury, bodily injury or property damage claims against an **insured** arising out of:

- (1) the transportation of **mobile equipment** by an **insured's auto**; or
- (2) the use of **mobile equipment** in, or while in practice for or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

f. War

Personal injury, advertising injury, bodily injury or property damage claims against an **insured** due to **war** whether or not declared, or any act or condition incident to **war**. **War** includes civil war, insurrection, rebellion or revolution.

g. Damage to Property

Property damage to:

- (1) **your premises**;

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- (2) premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) property loaned to **you**;
- (4) personal property in the care, custody or control of the **insured**;
- (5) that particular part of real property on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **property damage** arises out of those operations; or
- (6) that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

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

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

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

h. Damage to Your Product

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

i. Damage to Your Work

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

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

j. Damage to Property Not Physically Injured or Required Damage to Property

Property damage to:

- (1) property that has not been physically injured, arising out of:
 - (a) a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
 - (b) a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.
- (2) property which it is necessary to damage in order to:

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- (a) repair, replace, adjust, or remove **your product** or **your work** that is known to be defective, deficient, inadequate or dangerous; or
- (b) correct **your** failure or the failure of anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

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

k. Recall of Products, Work or Impaired Property

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

- (1) **your product**;
- (2) **your work**; or
- (3) **impaired property**;

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

l. Asbestos

Personal injury, advertising injury, bodily injury or property damage claims arising out of the actual, alleged or threatened:

- (1) inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos; or
- (2) use of asbestos in **your work** or **your product** or the work or product of any person or organization for whom **you** may be legally responsible; or
- (3) exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by **you** or any person or any organization for whom **you** may be legally responsible.

m. Failure to Supply

Personal injury, advertising injury, bodily injury or property damage claims arising out of the failure of any **insured** to adequately supply gas, oil, electricity or steam or to maintain gas, electric, water, sewer or utility service.

n. Land Use

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Personal injury, advertising injury, bodily injury or property damage claims arising out of or in any way connected with the actions of any administrative board, by whatever name called, acting as a body in its official capacity and arising out of any of the following by whatever name called:

- (1) eminent domain;
- (2) land use planning;
- (3) municipal zoning;
- (4) condemnation;
- (5) inverse or reverse condemnation; or
- (6) adverse possession or dedication by adverse use.

o. Lead

Personal injury, advertising injury, bodily injury or property damage claims arising out of:

- (1) the ingestion, inhalation or absorption of lead in any form; or
- (2) the presence of lead at **your premises**.

p. Aviation Activities

Personal injury, advertising injury, bodily injury or property damage claims arising out of the operation, maintenance, use or operation of airfields, runways, hangars, heliports, helipads, buildings or other properties used in connection with aviation activities or airports. This exclusion does not apply to:

- (1) **bodily injury or property damage** included in the **products-completed operations hazard**; or
- (2) **bodily injury or property damage** arising out of **premises liability** in buildings where the general public is admitted.

q. **Personal injury, advertising injury, bodily injury or property damage** arising out of:

- (1) oral or written publication of material whose first publication took place before the beginning of the Policy Period;
- (2) breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (3) the failure of goods, products or services to conform with advertised quality or performance;
- (4) the wrong description of the price of goods, products or services; or
- (5) an offense committed by an **insured** whose business is advertising, broadcasting, publishing or telecasting.

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r. Abuse or Molestation

This insurance does not apply to **bodily injury, property damage, personal injury or advertising injury** arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

s. Special Events & Recreational Activities

With respect to the operations of any carnival, circus, festival, fair, exhibition or property owned, leased, rented or occupied by the **insured** and used for recreational purposes, this insurance does not apply to:

1. **Bodily injury, personal injury, advertising injury or property damage** arising out of any mechanically operated amusement device; or
2. **Bodily injury, personal injury, advertising injury or property damage** to any person while attending, practicing for or participating in any sports or athletic contest or exhibition, including but not limited to rodeos, tractor pulls, demolition or stunting activity, horse shows, automobile shows, racing events, running events, ATV trail riding or any other recreational competition or exhibition.

B. PUBLIC OFFICIALS CRIMINAL CHARGES DEFENSE

We will defend any state or federal criminal prosecution brought against an **insured** who is an elected public official acting within the scope of his or her employment with the **insured**, and on behalf of the **insured**, and while so acting, ordering, authorizing, encouraging, performing, tacitly, implicitly, recklessly or wantonly tolerating or performing criminal conduct. We have the right and duty to defend such criminal prosecutions to which this insurance applies, but:

1. our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of the costs and expenses of defense under Coverage A. Intentional Tort Defense or Coverage B. Public Officials Criminal Charges Defense; and
2. we shall not be liable for, nor shall we pay, any fines, levies, penalties, restitutions or disgorgements assessed or made or adjudged by reason of a criminal prosecution.

C. LEGAL DEFENSE FOR CLAIMS NOT OTHERWISE COVERED

We will defend any judicial or administrative proceeding filed against the Named **Insured** shown on the Declarations Page. Insurance under Coverage C. Legal Defense for Claims Not Otherwise Covered shall not apply to any judicial or administrative proceeding involving unemployment

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insurance, workers' compensation or that is otherwise covered under this or any other policy issued by **us**. The most **we** will pay under Coverage C. Legal Defense for Claims Not Otherwise Covered is \$50,000.

D. DEFENSE PAYMENTS

We will pay, with respect to any **claim** or **suit** **we** defend, in the aggregate up to the Limit of Insurance, the following.

1. all expenses **we** incur.
2. up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** liability coverage applies. **We** do not have to furnish these bonds.
3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. **We** do not have to furnish these bonds.
4. all reasonable expenses incurred by the **insured** at **our** request, including actual **loss** of earnings up to \$500 a day, because of time off from work.
5. Attorneys' fees and expert witnesses' fees and costs and expenses reasonably incurred by **us**.

SECTION II - WHO IS AN INSURED

Your elected public officials and county appointed planning and zoning board members acting within the scope of their employment with the **insured**.

SECTION III - LEGAL DEFENSE LIMIT OF INSURANCE

1. The Legal Defense Limit of Insurance as shown in the Declarations is the most **we** will pay for the sum of:
 - a. **Defense costs** under Coverage A. Intentional Tort Defense Liability; and
 - b. **Defense costs** under Coverage B. Public Officials Criminal Charges Defense.
2. Subject to 1. above, the Each Intentional Tort Limit is the most **we** will pay for the sum of **defense costs** under Coverage A. Intentional Tort Defense and Coverage B. Public Officials Criminal Charges Defense arising out of any one **intentional tort**.

The Legal Defense Limit of Insurance of this Coverage Form applies separately to each consecutive annual Policy Period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after one or more 12 month periods for a period of less than 12 months. In that case the additional period will be deemed as part of the last preceding period for purposes of determining Legal Defense Limit of Insurance.

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SECTION IV - CONDITIONS

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

1. Duties In the Event Of An Intentional Tort, Offense, Claim or Suit

- a. An **insured** must notify **us** or one of **our** authorized agents promptly of an **intentional tort** or offense which may result in a **claim** except as follows: If **you** have announced to all of **your employees** that all **intentional torts** or offenses must be reported and have established a reasonable procedure for doing so, knowledge of **employees** shall not be considered to be knowledge of the **insured** until **you**, an **executive officer**, partner or other persons employed by **you** in a supervisory capacity shall have received actual notice of such **intentional tort** or offense.

Notice of an **intentional tort** or offense is not notice of a **claim**.

- b. Any **insured** must give **us** details of the **loss**. Details include how, when and where the **intentional tort** or offense took place.
- c. Any **insured** must help **us** to get the names and addresses of injured persons and witnesses.
- d. If a **claim** is made or **suit** is brought against any **insured**, **you** must:
- (1) immediately record the specifics of the **claim** or **suit** and the date received; and
 - (2) notify **us** in writing immediately.
- e. Any **insured** involved in a **claim** or **suit** must:
- (1) immediately send **us**, upon **our** request, copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 - (2) authorize **us** to obtain records and other information;
 - (3) cooperate with **us** in the investigation, settlement or defense of the **claim** or **suit**; and
 - (4) assist **us**, upon **our** request, in obtaining reimbursement in a reasonable manner from any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
- f. No **insureds** will, except at their own cost, make a payment, settle, assume any obligation, or incur any expense, other than for first aid, unless **we** agree.

2. Transfer Of Rights Of Recovery Against Others To Us

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Any person to whom or for whom we make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything needed to secure and preserve these rights. He or she must do nothing after the **loss** that would jeopardize them.

SECTION V - DEFINITIONS

1. **Advertising injury** - injury arising out of one or more of the following offenses:
 - a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. oral or written publication of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas or style of doing business; or
 - d. infringement of copyright, title or slogan; arising out of advertising activities.
2. **Auto** - a land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment, or 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. But **auto** does not include **mobile equipment**.
3. **Bodily injury** - bodily injury, sickness or disease sustained by a person, including care, **loss** of services or death resulting from any of these at any time.
4. **Claim** -
 - a. a **suit**, or
 - b. a written demand or written notice by or for the injured person for **damages** because of alleged injury or stating the intent to hold an **insured** liable for **damages**.
5. **Coverage territory** - the United States of America (including its territories and possessions), Puerto Rico and Canada.
6. **Damages** - monetary judgments, awards and settlements including back pay and front pay. However, **damages** do not include:
 - a. civil or criminal fines, sanctions, penalties, forfeiture, an award of court costs, an award of attorney's fees, or a fine, penalty or other award imposed pursuant to the Kentucky Open Records Act or the Kentucky Open Meetings Act;
 - b. injunctive or equitable relief (excluding land use planning or municipal zoning);
 - c. punitive damages; or
 - d. disgorgement of salary, wages or other compensation by any of **your** elected officials.
7. **Defense costs** - reasonable and necessary fees, costs and expenses consented to and incurred by **us** (including without limitation premiums for any appeal bond, attachment bond, or similar bond, but without any obligation to apply for or furnish such bond, attorneys' fees and expenses, expert witness fees and expenses and court costs) resulting solely from the investigation, adjustment, defense and appeal of a **claim** or **suit** against the **insured(s)**.

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8. **Drone** - an unmanned aircraft, wheeled and/or tracked vehicle or watercraft guided by remote control or that can navigate autonomously.
9. **Employee** - includes a **leased worker**. **Employee** does not include a **temporary worker**.
10. **Executive Officer** - only a person holding any of the officer positions created by **your** charter, constitution or bylaws.
11. **Hostile fire** - a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. **Impaired property** - tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
 - a. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. **you** have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - (1) the repair, replacement, adjustment or removal of **your product** or **your work**; or
 - (2) **your** fulfilling the terms of the contract or agreement.
13. **Insured** - any person or organization qualifying as such under SECTION II - WHO IS AN INSURED of this Coverage Form.
14. **Insured's auto** - an **auto** owned or operated by or rented or loaned to any **insured**.
15. **Insured contract** -
 - a. a contract for a lease of **your premises**; however, that portion of the contract for a lease of **your premises** that indemnifies any person or organization for damage by fire to **your premises** while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**.
 - b. a sidetrack agreement;
 - c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. an elevator maintenance agreement;
 - f. that part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a

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municipality) under which **you** assume the **tort liability** of another party to pay for **bodily injury or property damage** to a third person or organization.

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

- (1) that indemnifies a railroad for **bodily injury or property damage** arising out of construction or demolition operations within 50 feet of any railroad **property** and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
 - (2) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in paragraph (2)(a) above, supervisory, inspection or engineering services.
16. **Intentional tort** – a tort which was committed with knowledge that committing the act was wrong or expected to produce a **wrongful act** or knowingly failing to correct a **wrongful act** after discovery. **Intentional tort** additionally means any action or inaction by the member or its **employees** in violation of any ordinance, regulation, statute or constitutional provision. **Intentional tort** shall also include any violation of the provisions of Americans With Disabilities Act or related statutes and any action taken by an **insured** or an **insured's employee** in violation of a person's constitutional or civil rights or in a retaliation for a person or persons exercising their constitutional rights to free speech or association.
17. **Leased worker** - a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
18. **Loading or unloading** - the handling of property:
- a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
 - b. while it is in or on an aircraft, watercraft or **auto**; or
 - c. while it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

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

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

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

- (1) equipment designed primarily for:
 - (a) snow removal;
 - (b) road maintenance, but not construction or resurfacing, or
 - (c) street cleaning;
- (2) cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- (3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, vehicles not described in a. through f. above which are designed for travel on public roads but not licensed are not **mobile equipment**.

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

20. **Personal injury** - injury other than **bodily injury**, arising out of one or more of the following offenses:
- a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of:
 - (1) a room;
 - (2) a dwelling; or
 - (3) **your premises**; that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. oral or written publication of material that slanders or libels a person or organization or disparages a persons or organizations goods, products or services;
 - e. oral or written publication of material that violates a persons right of privacy.
21. **Pollutants** - any solid, liquid, gaseous or thermal irritant or contaminant, including, smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**.
22. **Products-completed operations hazard** -
- a. all **bodily injury** and **property damage** occurring away and arising out of **your product** or **your work** except:
 - (1) products that are still in **your** physical possession; or
 - (2) work that has not yet been completed or abandoned from **your premises**.
 - b. **your work** will be deemed completed at the earliest of the following times:
 - (1) when all of the work called for in **your** contract has been completed.
 - (2) when all of the work to be done at the site has been completed if **your** contract calls for work at more than one site.
 - (3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 - (4) work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete will be treated as completed.
 - c. this hazard does not include **bodily injury** or **property damage** arising out of:

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- (1) the transportation of **property**, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it;
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) products or operations for which the classification in this Coverage Part or in **our** manual of rules includes products or completed operations.

23. **Property damage -**

- a. physical injury to tangible property, including all resulting **loss** of use of that property. All such **loss** of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. **loss** of use of tangible property, except the **insured's** own property, that is not physically injured. All such **loss** of use shall be deemed to occur at the time of the **intentional tort** that caused it.

For the purposes of this coverage, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. **Suit** - a legal proceeding to which this Coverage Form applies. **Suit** includes:

- a. an arbitration proceeding in which such **damages** are **claimed** and to which **you** must submit or do submit with **our** consent; or
- b. any other alternative dispute resolution proceeding in which such **damages** are **claimed** and to which **you** submit with **our** consent.

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

26. **Tort liability** - liability that would be imposed by law in the absence of any contract or agreement.

27. **Waste** - all waste including materials to be recycled, reconditioned or reclaimed.

28. **Wrongful act** - any act, error, omission, neglect or breach of duty.

All **claims** arising from:

- a. a series of related acts, errors, omissions, neglects, or breaches of duty; or
- b. multiple acts, errors, omissions, neglects, or breaches of duty alleged in the same **claim** by one or more persons; shall constitute a single **wrongful act** and shall be deemed to occur at the time of the first act, error, omission, neglect or breach of duty.

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29. **Your operations** - your customary business activities occurring at **your premises**.
30. **Your premises** - a premises **you** own, occupy or rent or a premises **you** utilize with the written consent of the owner or tenant thereof.
31. **Your product** -
- a. any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose business or assets **you** have acquired; and
 - b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

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

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

32. **Your work** -
- a. work or operations performed by **you** or on **your** behalf; and
 - b. materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

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