

General Liability Declarations

Named Insured

STANLEY BOYD AREA SCHOOL DISTRICT
507 E 1ST AVE
STANLEY, WI 54768-1279
DIRECT BILL

Producer

TRICOR LLC
PO BOX 450
LANCASTER, WI 53813-0450
AGENT NO. D7743
AGENT PHONE: 877-468-7426
CLAIM REPORTING: 888-362-2255
SERVICING CARRIER: 262-717-3900

Organization Type: Non or not for profit corp.

This policy renewal is offered contingent upon the receipt of payment which is due on **08/01/2026**.

Limits of Insurance

Each Occurrence Limit	\$2,000,000
Damage To Premises Rented To You Limit	\$300,000 (any one premises)
Medical Expense Limit	\$10,000 (any one person)
Personal and Advertising Injury Limit	\$2,000,000 (any one person or organization)
General Aggregate Limit	\$4,000,000
Products/Completed Operations Aggregate Limit	\$4,000,000

Coverages Provided

Products/Completed Operations	\$155.00
Other Than Products/Completed Operations	\$5,673.00
Total Estimated Policy Premium	\$5,828.00

See attached schedule for location of all premises owned, rented or occupied.

Forms Applicable

CG0001(04/13), CG0069(12/23), CG0070(01/26), CG0124(01/93), CG0435(12/07), CG2010(12/19), CG2106(12/23), CG2147(12/07), CG2170(01/15), CG2176(01/15), CG4032(05/23), CG4035(12/23), CG7001A(10/12), CG7003(10/13), CG7189(01/21), CG7190(01/06), CG7475(10/01), CG7551(10/19), CG7614(10/19), CG7627(01/21), CG7657(02/10), CG7690(08/14), CG7748(10/22), CG9909(12/19), IL0017(11/98), IL0021(09/08), IL0283(11/18), IL7004(03/20), IL7131A(04/01), IL7168(01/22), IL8046(01/90), IL8118(07/24), IL8383.2A(12/20), IL8384A(01/08), IL8576(10/17)
Date of Issue: 06/25/2026

Commercial General Liability Policy Declarations

Endorsement Schedule

Form	Edition Date	Description/Additional Information	Premium
CG 00 01	04 13	Commercial General Liability Coverage Form	
CG 00 69	12 23	Exclusion - Violation of Law Addressing Data Privacy	
CG 00 70	01 26	Exclusion - War	
CG 01 24	01 93	Wisconsin Changes - Amendment Of Policy Conditions	
CG 04 35	12 07	Employee Benefits Liability Coverage Each Employee Limit \$2,000,000 Aggregate Limit \$4,000,000 Each Employee Deductible \$1,000 Retroactive Date 07/01/2017	
CG 20 10	12 19	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization Name of Additional Insured Person(s) or Organization(s) - XCEL ENERGY Location(s) Of Covered Operations - 1414 W HAMILTON AVE, EAU 54701	
CG 21 06	12 23	Exclusion- Access or Disclosure of Confidential or Personal Material or Information	
CG 21 47	12 07	Employment-Related Practices Exclusion	
CG 21 70	01 15	Cap On Losses From Certified Acts Of Terrorism	
CG 21 76	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	
CG 40 32	05 23	Exclusion-Perfluoroalkyl and Polyfluoroalkyl Substances	
CG 40 35	12 23	Exclusion - Cyber Incident	
CG 70 01A	10 12	General Liability Schedule	
CG 70 03	10 13	GL Quick Reference (Occurrence)	
CG 71 89	01 21	Commerical General Liability Amendment Wisconsin Schools	
CG 71 90	01 06	Additional Insured - Club Or Organization Schedule of Clubs Or Organizations - PTO PTA SCHOOL	

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Form	Edition Date	Description/Additional Information	Premium
		ORGANIZATIONS AND BOOSTER CLUBS	
CG 74 75	10 01	School Liability Endorsement	
CG 75 51	10 19	Abuse Or Molestation Liability	
CG 76 14	10 19	School Violent Event Response Coverage Aggregate Limit \$250,000 Each Event Limit \$250,000 Each Person Limit \$25,000	
CG 76 27	01 21	Amendment of Employee Benefits Program Definition	
CG 76 57	02 10	Public Liability Endorsement	
CG 76 90	08 14	School Key Person Special Expenses Coverage Aggregate Limit \$50,000	
CG 77 48	10 22	Cannabis Exclusion With Limited Exception For Retail Sales Of CBD Products And Hemp Exception	
CG 99 09	12 19	Premium Audit Noncompliance Charge Audit Noncompliance Charge Factor 1 Number of Written Attempts To Obtain Audit Information 2 Reassessment Charge 0	
IL 00 17	11 98	Common Policy Conditions	
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement	
IL 02 83	11 18	Wisconsin Changes - Cancellation And Nonrenewal	
IL 70 04	03 20	Mutual Policy Provisions	
IL 71 31A	04 01	Commercial Policy Endorsement Schedule	
IL 71 68	01 22	Asbestos Exclusion	
IL 80 46	01 90	Wisconsin Notice To Policyholders Cancellation Requested By You	
IL 81 18	07 24	Keep This Notice With Your Insurance Papers	
IL 83 83.2A	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act	\$46.00
IL 83 84A	01 08	Notice	
IL 85 76	10 17	Important Notice To Policyholders	

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Terrorism Notice

This insurance may include coverage for certified acts of terrorism as defined in the terrorism risk insurance act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

You may have the option to reject this terrorism coverage.

For additional information, please contact your agent.

This endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This endorsement does not grant any coverage or change the terms and conditions of any coverage under the policy.

Disclosure Pursuant to Terrorism Risk Insurance Act

Schedule

Terrorism Premium (Certified Acts)	\$46.00
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A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

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

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

General Liability Schedule

Code No./Exposure/Classification	Products/ Compl Ops Rate	Products/ Compl Ops Advance Prem	All Other Rate	All Other Advance Prem
Location 000 Abuse Or Molestation Liability Employee Benefits Liability Owners, Lessees Or Contractors - Scheduled Person Or Organization - CG 20 10				\$1,118 \$517 \$75
Location WI Club Or Organization - CG 71 90 School Key Person Special Expenses School Violent Event Response				\$100 \$250 \$425
Location 001 44194 Grandstands or Bleachers - Not-For-Profit only Prem Basis: Number of Grandstands or Bleachers Exposure: If Any Products/Completed Operations are subject to the General Aggregate Limit 44444 School Forest Prem Basis: Flat Charge Exposure: 310 47469 Schools - faculty liability for corporal punishment of students Prem Basis: Number of Faculty Members Exposure: 89 Products/Completed Operations are subject to the General Aggregate Limit	0.5010	\$155	11.076 0.499 3.528	\$0 \$157 \$318

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Code No./Exposure/Classification	Products/ Compl Ops Rate	Products/ Compl Ops Advance Prem	All Other Rate	All Other Advance Prem
47471 Schools - public - elementary, kindergarten or junior high Prem Basis: Per Student Exposure: 750 Products/Completed Operations are subject to the General Aggregate Limit			2.240	\$1,702
47473 Schools - public - high Prem Basis: Per Student Exposure: 339 Products/Completed Operations are subject to the General Aggregate Limit			1.979	\$680
48925 Swimming Pools Prem Basis: Number of Swimming Pools Exposure: 1 Products/Completed Operations are subject to the General Aggregate Limit			281.338	\$285

Premium For Certified Acts of Terrorism	\$46.00
Total Estimated Policy Premium	\$5,828.00

Location of All Premises Owned, Rented or Occupied

Rated Locations	
Location 1	507 E 1st Ave Stanley, WI 54768
All Other Locations	
Location: 2	ALL OTHER DISTRICT PROPERTIES LOCATED IN THE SCHOOL DISTRICT STANLEY, WI 54768

Date of Issue: 06/25/2026

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. 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 the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "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" 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.

- c. "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.

- d. "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:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

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) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) 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

"Bodily injury" to:

- (1) 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) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "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. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (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:
 - (i) Any insured; or
 - (ii) Any person or organization for whom 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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "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;
 - (ii) "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
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) 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 if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or 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, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "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 other 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, "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 premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability 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:

- (a) 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
- (b) The operation of any of the machinery or 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 "auto" owned or operated by or rented or loaned to any insured; 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", however caused, arising, directly or indirectly, out of:

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (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 contractors or subcontractors working directly or indirectly on your behalf are 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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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".

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 Impaired Property Or Property Not Physically Injured

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

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

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

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. 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.

q. 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

- (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.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" 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.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" 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.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

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

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" 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.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 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.
- c. 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.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** 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:

 - a.** 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";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** 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";
 - d.** 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;
 - e.** 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
 - f.** The indemnitee:

 - (1)** Agrees in writing to:

 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:

 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** 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.(2)** 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 limits 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 **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. 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 as soon as practicable.

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

- c. You and any other involved insured must:

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

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

(4) 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 Limits of Insurance shown in the Declarations of this Coverage Part.

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 limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

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

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises 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. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

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

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

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

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

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

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

However, "mobile equipment" does not include 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".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (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 Aggregate Limit.

17. "Property damage" means:

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

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

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.

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

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

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

- a.** Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1)** The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2)** The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b.** Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

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

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1)** The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2)** The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b.** Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion i. War under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

This exclusion applies regardless of the means used in any of the above, in Paragraphs (1) through (3), including, but not limited to, cyber means.

B. Exclusion o. War under Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

This exclusion applies regardless of the means used in any of the above, in Paragraphs (1) through (3), including, but not limited to, cyber means.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.
3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. CONFORMITY TO STATUTE OR RULE

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ each employee	\$	\$
	\$ aggregate		
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I – Coverages:

**COVERAGE – EMPLOYEE BENEFITS
LIABILITY**

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

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

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

- b. This insurance applies to damages only if:
- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
 - (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
 - (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph **a.** above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

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

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2. and **3.** of **Section II – Who Is An Insured** are replaced by the following:**

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:
 - 2. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
 - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. 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 as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "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 an act, error or omission to which this insurance may also apply.

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

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Schedule of this insurance; or

- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) 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 Limits of Insurance shown in the Schedule of this endorsement.

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 limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

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

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

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

The additional premium will not exceed 100% of the annual premium for this endorsement.

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

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or
Personal Material Or Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

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

2. Exclusions

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or
Personal Material Or Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

**Perfluoroalkyl And Polyfluoroalkyl
Substances**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

**Perfluoroalkyl And Polyfluoroalkyl
Substances**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to the Definitions Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

QUICK REFERENCE
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OCCURRENCE COVERAGE
READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured And Mailing Address
Policy Period
Description Of Business And Location
Coverages And Limits Of Insurance

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY AMENDMENT WISCONSIN SCHOOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by this endorsement.

A. SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

1. Paragraph **2.a. Exclusions** is amended as follows:

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:

- (1) The use of reasonable force to protect persons or property; or
- (2) Corporal punishment to your student administered by or at the direction of any insured.

2. Paragraph **2.f.** is amended by adding the following:
Subparagraph **(a)** of **Exclusion f.(1)** does not apply to:

- (iv)** "Bodily injury" or "property damage" arising out of activities usual to classroom instruction on school premises.

3. Paragraph **2.g.** subparagraph **(2)** is replaced by the following:

- (2)** A watercraft you do not own that is not being used to carry persons or property for a charge.

4. Paragraph **2.g.** is amended by adding subparagraph **(6)** as follows:

- (6)** Unmanned aircraft operations as a result of school activities.

5. Paragraph **(2)** of **Exclusion h., Mobile Equipment**, is deleted and replaced by the following:

- (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. However, this exclusion does not apply to any battery powered, solar powered or similar vehicles owned by you and operated by you or your students in a school approved event.

6. Paragraph **2.j.** subparagraphs **(3), (4)** and **(6)**, and paragraph **2.k.** do not apply to the use of elevators.

7. The word fire is amended to read fire, lightning or explosion wherever it appears in **Section I – Coverage A** and **Section III**. This amended wording does not apply to "hostile fire".

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

B. SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Exclusions paragraphs **2.e.** and **2.j.(1)** are deleted and will not apply to your educational institution operations.

Exclusion paragraph **k.** is replaced by the following:

"Personal and advertising injury: arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control. However, this exclusion does not apply to internet instruction and coursework which is part of the insured's curriculum over which the insured exercises control.

Exclusion paragraph **q.** is added as follows:

"Personal and advertising injury" arising out of unmanned aircraft operations as a result of school activities.

C. SECTION I – COVERAGE C – MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

D. SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. Paragraphs **1.b.** and **1.d.** are replaced by the following:
 - b.** Up to \$3,000 for the 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.
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$350 a day because of time off from work.
2. Paragraph **1.h.** is added as follows:
 - h.** We will indemnify any insured for 100% of the attorney’s fees and reasonable expenses other than loss of earnings, not to exceed a maximum expenditure of \$100,000 per occurrence, which fees and expenses are incurred in the defense of any criminal action or proceeding arising within the scope of employment, brought against the insured and meeting the following conditions:
 - (1) A dismissal of the criminal action; or
 - (2) A final judgment or conviction must not have been entered against the insured and the insured must not have pled guilty to any criminal offense, either felony or misdemeanor; and:
 - (a) No reimbursement will be made until the first trial verdict is entered.
 - (b) No reimbursement will be provided for appeals after a guilty verdict is rendered at the first trial.

This coverage does not apply to any retrial upon an entry of mistrial after verdict, or to any retrial after appeal.

The statement “We will pay, with respect to any claim we investigate or settle, or any “suit” against an insured we defend” does not apply to item **1.h.**

E. SECTION II – WHO IS AN INSURED is amended as follows:

1. Paragraph **1.f.** is added as follows:
 - f.** With respect to “your work”, you are an insured for your liability arising out of the conduct of any partnership or joint venture organized pursuant to W.S.A. Section 66.0301, or any succeeding statutory compilation, of which you are (or were) a partner or member, even though this partnership or joint venture is not shown as a Named Insured in the Declarations.

This coverage will not inure to the benefit of any party other than you.

2. Paragraph **2.a.(1)(d)** is replaced by the following:
 - (d)** Arising out of his or her providing or failing to provide professional health care services.

This exclusion does not apply to any “employee” or “volunteer worker” who provides health care services within the scope of their employment or volunteering by you or while performing duties related to the conduct of your business.

3. Paragraph **2.e.** is added as follows:
 - e.** Students who serve as members of your safety patrol and the parents or legal guardians of those students, but only with respect to liability arising out of service by the student as a safety patrol member.
4. Paragraph **2.f.** is added as follows:
 - 2.f.** Any person or organization described in Paragraph **2.g.** below, (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this insurance by reason of a written contract or written agreement is an insured, provided:
 - (a) The written contract or written agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an “occurrence” or offense to which this insurance would apply; and
 - (b) The person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

Paragraph **2.g** is added as follows:

- 2.g.** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:
 - (1) The manager or lessor of a premises leased to you with whom you have agreed per a written contract or written agreement subject to paragraph **2.f.** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

 - (a) Any “occurrence” which takes place after you cease to be a tenant in or on that premises.

- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (2) Any state or political subdivision with which you have agreed per a written contract or written agreement subject to Paragraph 2.f. above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
- (3) Any person or organization from which you lease equipment with whom you have agreed per a written contract or written agreement subject to paragraph 2.f. above to provide insurance with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (4) Any insurance provided to any additional insured designated under Paragraph 2.g. does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

5. Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

F. SECTION III – LIMITS OF INSURANCE is amended as follows:

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit, or \$300,000, whichever is higher, is the most we will pay under Coverage A. for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, is amended by adding the following:

e. Your obligation to notify us promptly of an "occurrence" or offense which may result in a claim or a "suit" is satisfied if you provide us with the required notice as soon as practicable after your School District Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "occurrence", offense, claim or "suit".

2. Paragraph 4.b.(1)(a) **Excess Insurance** is amended by adding the following:

(vi) That is Professional Health Care Services Insurance.

3. Paragraph 4.b.(1)(a) **Excess Insurance** is amended by adding the following:

(vii) That is property insurance (including any deductible) for "property damage" arising out of the use of elevators.

4. Paragraph 6. **Representations** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

H. SECTION V – DEFINITIONS is amended as follows:

1. Paragraph 3. “**Bodily Injury**” is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

2. Paragraph 5. “**Employee**” is replaced by the following:

“Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.

However, if the insured is an educational institution, “temporary worker” does not include any “discretionary employees”, such as substitute teachers, who are acting within the scope of their duties as such. Any such “discretionary employee” will be considered an “employee” of the insured.

For purposes of this definition, “discretionary employees” are those individual workers who do not have established work hours, but do perform regular job duties at the election of the employer and who are paid on the basis of services performed.

3. Paragraph 9.a. “**Insured contract**” is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

I. SECTION VI – EXTENDED PROPERTY DAMAGE COVERAGE is added as follows:

Provisions of the Commercial General Liability Coverage Form and related revisions provided in other portions of this Commercial General Liability Amendment apply unless modified by the following:

SCHEDULE	
Limits of Insurance	Deductible
\$100,000 Each Occurrence	\$250 Per Claim
\$100,000 Annual Aggregate	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of “property damage” to personal property of others while the property is in an insured’s care, custody or control or over which an insured is for any purpose exercising physical control.

“Property damage” must arise out of the insured’s operations as a school.

2. Exclusions

- a. **Section I – Coverage A, Exclusion 2.j.(4)** does not apply to coverage provided by this extension.
- b. **Section I – Coverage A, Exclusion 2.l.** does not apply to an “auto” loaned to you for use in an automobile shop class.

3. Limits of Insurance

- a. The Each Occurrence Limit listed above is the most we will pay for damages because of “property damage” to personal property in the care, custody or control of the insured as a result of any one “occurrence”, regardless of the number of:
- (1) Insureds;
- (2) Claims made or “suits” brought; or
- (3) Persons or organizations making claims or bringing “suits”.
- b. The Aggregate Limit listed above is the most we will pay for all damages because of “property damage” to personal property in your care, custody or control during the policy period.
- c. Any payments we make for damages because of “property damage” to personal property in your care, custody or control will apply against the General Aggregate Limit shown in the Declarations.

4. Deductible

- a. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Deductible amount listed above.
- b. We may pay any part or all of the Deductible amount to effect settlement of any claim or “suit” and you shall promptly reimburse us for that part of the Deductible we paid upon notification by us.

J. SECTION VII – LIBERALIZATION is added as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the date the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

SCHEDULE OF CLUBS OR ORGANIZATIONS*

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

Section II – Who Is An Insured is amended to include the following as insureds:

1. Any Club or Organization shown in the Schedule, but only with respect to its liability for your activities or activities it performs on your behalf.
2. Any officer or member of the Board of Directors for the Club or Organization named, but only while acting within the scope of their duties as such on your behalf.
3. Any person(s) who is/are club or organization member(s) or “volunteer worker(s),” but only while acting at the direction of, and within the scope of their duties for that club or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

- A.** With respect to the transportation of students, **Exclusion g.** of paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

This insurance does not apply to:

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

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

- B.** The following exclusion is added to **Section I – Coverage A – Bodily Injury and Property Damage Liability and Coverage B – Personal and Advertising Injury Liability**:

If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" caused by:

1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
 2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
 3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.
- C.** The following exclusion is added to **Section I – Coverage C – Medical Payments**:
- We will not pay expenses for "bodily injury" to your student.
- D.** **Section II – Who Is An Insured** is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:
1. Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
 2. Any of your board members or commissioners if you are a public board or commission; or
 3. Any student teachers teaching as part of their educational requirements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION LIABILITY

This endorsement changes insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Except to the extent specifically provided within this endorsement, the coverage form to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of any actual or threatened abuse, molestation, or any related breach of duty.

SECTION I – COVERAGES is amended by adding the following:

COVERAGE – ABUSE OR MOLESTATION LIABILITY

1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "loss" arising out of abuse or molestation to which this endorsement applies. We have the right and duty to defend the insured against any "suit" seeking damages because of "loss" to which this endorsement applies. However, we have no duty under this endorsement to defend any insured against a "suit" seeking damages not covered by this endorsement. We may at our discretion investigate and settle any claim or "suit" that may result. But:

- (1) The total amount we will pay as damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered by this endorsement unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGE – Abuse or Molestation Liability**.

- b. The coverage within this endorsement applies to "loss" only if:
 - (1) The "loss" takes place in the "coverage territory"; and
 - (2) The "loss" occurs during the endorsement period.

2. EXCLUSIONS

This coverage does not apply:

a. Any Perpetrator

To any person who knowingly participated in or knowingly allowed or directed any act of abuse or molestation.

b. Criminal Actions

To the cost of defense of, or the cost of paying any fines for any person resulting from an actual or alleged violation of any penal or criminal statute.

c. Contractual Liability

To liability assumed by the insured under any contract or agreement.

d. Workers Compensation

To any obligation of the insured under a Workers Compensation, disability benefits or unemployment compensation law or any similar law.

e. Employers Liability

To "loss":

- (1) To an "employee" or "volunteer worker" arising out of and in the course of his or her employment or while performing duties related to the conduct of your business;
- (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph (1) above.

This exclusion applies regardless of the relationship between the insured and any party described in this paragraph.

f. Aircraft, Auto, Watercraft

To any "loss" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured with respect to any aircraft, "auto" or watercraft.

g. Employment Practices

To any "loss" arising out of any "employment-related practices."

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To the spouse, child, parent, brother or sister as a consequence of "loss" to that person at whom any of the "employment-related practices" is directed.

h. Failure to Report Abuse or Molestation

To any insured with knowledge of the "loss" who intentionally fails to report such act to the proper authorities. Proper authorities may include those within your organization and any governmental, legal or regulatory bodies.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following for **COVERAGE – Abuse or Molestation Liability**:

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$300 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. We will indemnify any insured for 100% of the attorney's fees and reasonable expenses other than loss of earnings, not to exceed a maximum expenditure of \$100,000 per occurrence, which fees and expenses are incurred in the defense of any criminal action or proceeding arising within the scope of employment, brought against the insured and meeting the following conditions:
 - (1) A dismissal of the criminal action; or
 - (2) A final judgment or conviction must not have been entered against the insured and the insured must not have pled guilty to any criminal offense, either felony or misdemeanor; and:
 - (a) No reimbursement will be made until the first trial verdict is entered.
 - (b) No reimbursement will be provided for appeals after a guilty verdict is rendered at the first trial.

This coverage does not apply to any retrial upon an entry of mistrial after verdict, or to any retrial after appeal.

The statement "We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend" does not apply to item 7.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED is replaced by the following:

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership or joint venture you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees
 2. Each of the following is also an insured for "loss":

Your "volunteer workers" but only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this endorsement is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. **Coverage – Abuse or Molestation Liability** does not apply to "loss" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

SECTION III – LIMITS OF INSURANCE is replaced by the following:

SECTION III – LIMITS OF INSURANCE

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

- a. The number of insureds;
- b. The number of claims made or "suits" brought; or
- c. The number of persons or organizations making claims or bringing "suits"; or
- d. In addition, with respect to payment under the coverage for Abuse or Molestation Liability:
 - (1) The number of actual or alleged errors, misstatements, misleading statements, acts, omissions, negligent acts or breaches of duty;
 - (2) The period of time during which the acts described in d.(1) took place; or
 - (3) The number of persons who have been subject to the acts described in d.(1).

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A;
- c. Damages under Coverage B; and
- d. Damages under the coverage for Abuse or Molestation Liability.

3. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

4. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "loss" arising out of any one "occurrence". If such "occurrence" is causally related to the facts, circumstances, situations or events for which coverage for Abuse or Molestation Liability applies, then such coverage in item 6. below will be subject to one Each Occurrence Limit for the sum of damages under item 6. below and the damages and medical expenses in 4.a. and 4.b. above.

5. Subject to Paragraph 4. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

6. Subject to Paragraph 4. above, all damages under the Abuse or Molestation Liability coverage arising out of all acts of actual or threatened abuse or molestation by one person, or by two or more persons acting together, and all breaches of duty giving rise to such acts will be considered to result from one "loss" which is deemed to take place at the time of the first such "loss". Such "loss" will be subject to an each "loss" limit which is equal to the Each Occurrence Limit shown on the Declarations page. "Loss" is defined as shown within the Abuse or Molestation Liability Coverage.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS applies to this **COVERAGE – Abuse or Molestation Liability** without change.

SECTION V – DEFINITIONS

All definitions contained in the Commercial General Liability Coverage Form apply, except as modified by this endorsement. For the purpose of this endorsement only, the following definitions apply:

18. "Suit" means a civil proceeding in which damages are alleged because of "loss" to which this endorsement applies. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must 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; and
- c. Administrative suits before teacher practices review boards, provided that such "suit" is not originated by an administrative official of the school district, while acting in that capacity.

23. "Loss" means: "bodily injury", "property damage", "personal and advertising injury", or a "wrongful act", including continuous or repeated exposure to substantially the same general harmful conditions.

24. "Wrongful act" means injury other than "bodily injury" or "personal and advertising injury" arising out of one or more of the following:

- a. actual or alleged errors;
 - b. misstatement or misleading statements;
 - c. act, omission or neglect; or
 - d. breach of duty,
- by any insured.

25. "Employment-related practices" means:

- a.** Refusal to employ an applicant;
- b.** Termination of an "employee"; or
- c.** Employment-related policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a former "employee", "employee", or applicant for employment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL VIOLENT EVENT RESPONSE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SCHEDULE OF LIMITS

Aggregate Limit	\$
Each Event Limit	\$
Each Person Limit	\$25,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION I – COVERAGES is amended to include the following:

Violent Event Response Coverage

1. Insuring Agreement

- a. We will pay your “response expenses” that result from a “violent event” to which this insurance applies as long as the “response expenses” are incurred and reported to us within one year of the “violent event”.
- b. We will pay “loss” that results from a “violent event” to which this insurance applies if:
 - (1) The “loss” is incurred and reported to us within one year of the “violent event”; and
 - (2) For “death benefits”, we receive a death certificate, or other evidence of death acceptable to us, within one year of the “violent event”.
- c. The amount we will pay under paragraphs a. and b. above is limited as described in **SECTION III – LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.
- d. This insurance applies to a “violent event” only if the “violent event”:
 - (1) Commences during the policy period; and
 - (2) Takes place in the “coverage territory” during a school activity on premises that you own or lease, or during an activity sponsored by you.

2. Exclusions

This insurance does not apply to:

a. War

“Response expenses” or “loss” arising directly or indirectly out of:

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

b. Nuclear, Biological or Chemical Events

“Response expenses” or “loss” arising directly or indirectly out of:

- (1) A “violent event” that is carried out by means of dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- (2) A release of radioactive material, and it appears that one purpose of the “violent event” was to release such material; or
- (3) A “violent event” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (4) A release of pathogenic or poisonous biological or chemical materials and it appears that one purpose of the “violent event” was to release such materials.

c. Abuse or Molestation

“Response expenses” or “loss” arising directly or indirectly out of:

- (1) Any actual or alleged abuse or molestation of any person; or
- (2) The negligent employment, investigation, supervision, reporting to proper authorities, or failure to so report, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above; or
- (3) Based on an alleged practice, custom or policy, including but not limited to any allegation that a person's civil rights have been violated.

d. Suicide or Self-Inflicted Injury

Medical expenses, funeral expenses, and "loss" for any person who commits suicide, attempts suicide, or intentionally self-inflicts injury, while sane or insane.

e. Third Party Damages, Fines and Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

f. Workers' Compensation And Similar Laws

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

g. Aircraft, Watercraft, Motorized Vehicles or Equipment

"Response expenses" or "loss" arising out of the ownership, maintenance or use of any motorized vehicle or equipment, including, but not limited to, any aircraft, watercraft, "auto", recreational vehicle, snowmobile, motorcycle, motorbike, golf cart, or self-propelled "mobile equipment".

h. Any Perpetrator

To any person who knowingly participated in the planning or execution of any "violent event".

i. Governmental Services

"Response expenses" for any services provided by a governmental entity. This exclusion does not apply to services that are customarily charged to the public.

j. Drug Related Injuries

"Response expenses" or "loss" arising out of the use or misuse of prescription or illegal drugs.

B. SECTION II - WHO IS AN INSURED is deleted and replaced by the following:

Each of the following is an insured for the purposes of this endorsement:

1. You;
2. Your "volunteer workers" or your "employees";
3. Any elective or appointive officer or a member of any board or commission or agency of yours;
4. "Discretionary employees";
5. Any of your students;
6. Any individual, including, but not limited to a parent, invitee, or guest who has been authorized by you to be on your premises for a school activity or as part of your school operations; or
7. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the end of the policy period or the 90th day after you acquire or form the organization, whichever is earlier;
- b. Coverage does not apply to any benefit error that occurred before you acquired or formed the organization.

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

C. SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following for the purpose of this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay under this coverage regardless of the number of:
 - a. Insureds;
 - b. Claims made; or
 - c. Persons or organizations making claims; or
 - d. Perpetrators; or
 - e. The number of policy periods over which the "violent event" takes place. If the "violent event" takes place over more than one policy period, the limits of insurance applicable when the "violent event" first commenced will apply.
2. The Aggregate Limit shown in the Schedule is the most we will pay for all damages in any one policy period.
3. Subject to paragraph 2. above, the Each Event Limit shown in the Schedule is the most we will pay for all damages arising out of any one "violent event".
4. Subject to paragraph 3. above, the Each Person Limit is the most we will pay for the sum of all "loss" because of injury or death sustained by any one insured.

5. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
6. If the Aggregate Limit or the Each Event Limit will be exhausted before all "response expenses" or "loss" are paid:
 - a. "Response expenses" and "loss" stemming from a single "violent event" will be prioritized and payable in the following order:
 - (1) Death benefits;
 - (2) Medical expenses;
 - (3) Personal counseling services for an insured who has sustained a "violent event";
 - (4) Personal counseling services for the immediate family of an insured who has sustained a "violent event";
 - (5) Group counseling services;
 - (6) Funeral expenses;
 - (7) "Loss of income";
 - (8) "Wages" of temporary personnel;
 - (9) Rental of comparable substitute premises;
 - (10) Additional expense for the transportation of your students;
 - (11) Security services; and
 - (12) Public relations consultant and related media and communication costs.
 - b. "Violent events" will be recognized in the order they are reported to us in accordance with condition 2. **Duties In The Event of a Violent Event** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.
 - c. "Response expenses" and "loss" arising from a "violent event" will be paid in the order that they are reported to us in accordance with condition 2. **Duties In the Event of a Violent Event** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.
 - d. "Response expenses" and "loss" reported on the same day will be pro-rated if a reduction in "response expense" and "loss" is warranted because the Aggregate Limit or Each Event Limit will be exhausted.
- D. For purposes of this endorsement Conditions 2. and 4. under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:
 2. **Duties In The Event of a Violent Event**
 - a. You must see to it that we are notified as soon as practicable of a "violent event" which may result in "response expenses" or "loss". To the extent possible, notice should include:
 - (1) How, when and where the "violent event" took place;
 - (2) The names and address of any injured persons and witnesses;
 - (3) The names and addresses of any perpetrators;
 - (4) The nature and location of any injury arising out of the "violent event"; and
 - (5) Copies of police reports.
 - b. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence, demands or service invoices received in connection with "response expenses" or "loss";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in the investigation of a "violent event".
 4. **Other Insurance**

If other valid and collectible insurance is available to the insured for "response expenses" or losses we cover under the Violent Event Response Coverage, our obligations are limited as follows:

 - a. **Primary Insurance**

This insurance is primary except when paragraph b. below applies. When this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.
 - b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

 - (1) That is medical insurance; or
 - (2) That covers rental of comparable substitute premises.

When this insurance is excess over other insurance, we will pay only our share of the amount of the "response expenses" or losses, if any, that exceeds the sum of:

 - (1) The total amount that all such other insurance would pay for the "response expenses" or losses in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

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 Limits of Insurance shown in the Schedule of this endorsement.

c. Method of Sharing

If all 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 "response expenses" or losses 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 limits of insurance of all insurers.

E. For purposes of this endorsement, the following conditions are added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

1. Liability Under Other Coverages or Policies

Payment of "response expenses" or "loss" under this endorsement is not an admission of liability under other coverages provided by this policy or other policies issued to you by us.

2. Loss Payable

All claims will be payable upon receipt and acceptance by us of the following:

- a. For "death benefits";
 - (1) A death certificate; or
 - (2) Other evidence of the death.
- b. For claims for "loss of income", written documentation provided by the employer of the insured sustaining the "loss of income". If an insured is self-employed, then such insured must provide tax returns and other necessary records to document their "loss of income".
- c. For claims for other "loss" and "response expenses", service invoices or other pertinent documentation.

3. Concealment or Fraud

We will not provide coverage to you, or any other insured, who at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "violent event" or "loss" or "response expenses" incurred under this endorsement.

F. For purposes of this endorsement the SECTION V – DEFINITIONS is amended as follows:

- 1. Paragraph 5. "Employee" is replaced by the following:**

"Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

However, if the insured is an educational institution, "temporary worker" does not include any "discretionary employees", such as substitute teachers, who are acting within the scope of their duties as such. Any such "discretionary employee" will be considered an "employee" of the insured.

For purposes of this definition, "discretionary employees" are those individual workers who do not have established work hours, but do perform regular job duties at the election of the employer and who are paid on the basis of services performed.

- 2. The following definitions are added:**

- a. "Care provider" means "child", spouse or "parent" who provides direct care to an insured.
- b. "Child" means a natural child, adopted child, foster child, stepchild or legal ward.
- c. "Death benefits" means an amount payable to the estate of a deceased insured. This does not include medical expenses or funeral expenses.
- d. "Hostage" means a person who is held captive by someone who threatens to inflict "serious bodily injury" and the circumstances of the threat are such that a reasonable person would conclude that the captive is at risk of "serious bodily injury".
- e. "Immediate family" means a spouse, domestic partner, dependent "child", or siblings of an insured, who reside in a single household.
- f. "Loss" means:
 - (1) Reasonable and necessary expenses incurred by or on behalf of the insured for the following:
 - (a) Personal counseling services for up to 90 days after a "violent event" for any insured who has sustained "serious bodily injury" or was held as a "hostage".
 - (b) Personal counseling services for up to 90 days after a "violent event" for the immediate family of any insured who has sustained "serious bodily injury" or was held as a "hostage".
 - (c) Medical expenses including:
 - (i) First aid administered at the time of a "violent event"

- (ii) Necessary medical, surgical, x-ray and dental services, including physical therapy and prosthetic devices; and
 - (iii) Necessary ambulance (including emergency airlift), hospital and professional nursing services.
- (d) Up to \$5,000 for funeral expenses for a deceased insured for funeral services, preparation for burial and burial including, but not limited to, payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial.
- (2) "Loss of income" for:
 - (a) An insured who sustains a "violent event";
 - (b) The "care provider" of an insured in provision (a) or (b) above;

For up to 30 days after the "violent event" and up to a maximum amount of \$5,000.
- (3) Up to \$5,000 for "death benefits".
- g. "Loss of income" means loss of actual gross income being paid on the date the insured sustained a "violent event". "Loss of income" does not include:
 - (1) Any loss after the date on which an injured insured dies; or
 - (2) Potential income that may have been received from overtime hours, on-call pay or similar types of compensation; or
 - (3) Compensation for paid sick leave, short-term disability, long-term disability, or family leave that was utilized because of the "violent event".
- h. "Parent" means a natural parent, foster parent, adoptive parent, stepparent or legal guardian.
- i. "Response expenses" means reasonable and necessary expenses incurred by you for the following:
 - (1) Additional expense for the transportation of your students to and from a substitute premises for up to 30 days after a "violent event".
 - (2) Public relations consultant and related media and communication costs for up to 30 days after a "violent event".
 - (3) Security services for up to 15 days after a "violent event".
 - (4) Group counseling services for an insured for up to 60 days after a "violent event".
- (5) Rental of comparable substitute premises for up to 30 days after a "violent event".
- (6) "Wages" of temporary personnel, hired to replace "employees" who have sustained "serious bodily injury" during a "violent event", for up to 30 days after the "violent event". Such "wages" shall not exceed the "wages" received by the "employee" being replaced.
- j. "Serious bodily injury" means:
 - (1) Death of a person; or
 - (2) "Bodily injury" that involves a substantial risk of death, unconsciousness, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member or organ.

"Serious bodily injury" does not include emotional or mental injury.
- k. "Violent event" means an event that:
 - (1) Is caused by an intentional criminal act or a series of related intentional criminal acts; and
 - (2) Involves the use of a physical object, instrument, device, tool or weapon, other than the human body, for the purpose of injury to any insured; and
 - (3) Results in one or more insureds, other than the perpetrator, sustaining "serious bodily injury" or being held as a "hostage".
 - (4) Results in an imminent threat of deadly force involving the display of a deadly weapon on premises that could result in one or more insureds, other than the perpetrator, sustaining "serious bodily injury" or being held as a "hostage".

A "violent event" starts when the first act or the first of a series of related acts begins. A "violent event" ends the earliest of the following:

 - (1) When the act is concluded; or
 - (2) When the last in a series of acts is concluded; or
 - (3) When the premises have been secured by proper civil authority.
- l. "Wages" means compensation you pay an "employee" for his or her work, including the cost of pension or retirement benefit plans or welfare benefit plans.

G. Terrorism

When a terrorism endorsement is made a part of the Commercial General Liability Coverage Form, any injury or damage excluded by the endorsement is amended to include "response expenses" and "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EMPLOYEE BENEFITS PROGRAM DEFINITION

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

SCHEDULE*

Description of Other Similar Benefits:
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

- A.** Paragraph **G.4** of the Employee Benefits Liability Coverage Endorsement is replaced by the following:
- 4.** "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a.** Group life insurance, group accident or health insurance, dental, vision, prescription and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b.** Profit sharing plans, employee savings plans, individual retirement account (IRA) plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e.** Any other similar benefits designated in the Schedule or added thereto by endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC LIABILITY ENDORSEMENT

This endorsement modifies insurance provided in the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** Any provision in the policy that states “executive officers” or directors are insureds, but only with respect to their duties as such, is amended to include “executive officers” and directors as insureds while acting on your behalf.
- B.** That part of the policy referring to our rights when we do not renew is amended to provide that if we renew or offer to renew on terms less favorable to you than the expiring policy, you have sixty (60) days after you receive notice of the changes to cancel on a pro-rated basis. Premium will be calculated using the new rates if you cancel because of a general rate increase. Premium will be calculated using the old rates if you cancel for any other reason. This does not apply to an increase in risk that results in a changed classification under the manual we are using then.
- C.** With regard to school district and municipal insureds, the following clause also applies:

Within the provision of **Section II – Who Is An Insured**, the term director shall be deemed to include elected members of your board of trustees or council or other comparable body, and the term “executive officer” shall be deemed to include your appointed or elected administrative officials.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL KEY PERSON SPECIAL EXPENSES COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SCHEDULE

Aggregate Limit: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION I – COVERAGES is amended to include the following:

School Key Person Special Expenses Coverage

1. Insuring Agreement

- a. We will pay your “special expenses” to which this insurance applies that you incur to replace a “key person”.
- b. We will pay incurred “special expenses” only if:
 - (1) The “key person event” is reported to us during the policy period or within 90 days after the end of the policy period; and
 - (2) The “special expenses” are incurred by you and reported to us within one year of the date on which you reported the “key person event” to us.
- c. The amount we will pay for such “special expenses” is limited as described in **Section III – Limits of Insurance**.

2. Exclusions

This insurance does not apply to:

a. Boards, Commissions, Or Governmental Units Or Departments

“Special expenses” arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (3) Housing authorities;
- (4) Port authorities;
- (5) Government entities (other than schools);
- (6) Electric utilities;
- (7) Gas utilities; or

(8) Transit authorities.

b. Criminal, Dishonest, Fraudulent, Or Malicious Acts Or Knowing Violations Of Rights Or Laws

“Special expenses” arising out of any criminal, dishonest, fraudulent, or malicious act, or any knowing violation of rights or laws, committed by an insured or with consent or knowledge of an insured.

c. Third Party Damages, Fines or Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured other than “special expenses”, arising out of a “key person event”.

d. Nuclear Energy

“Special expenses” arising out of nuclear reaction or radiation, or radioactive contamination, however caused.

e. Strikes, Riots, Demonstrations Or Civil Commotions

“Special expenses” arising out of any strike, riot, protest, demonstration, lock-out or civil commotion.

f. War

“Special expenses” arising directly or indirectly out of:

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

B. SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

We will not pay any Supplementary Payment with respect to payments we make under this endorsement.

C. SECTION III – LIMITS OF INSURANCE is amended to include as follows for **School Key Person Special Expenses Coverage**:

8. Subject to Paragraph 2. of **Section III – Limits Of Insurance**, the Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all “special expenses” that you incur as a result of all “key person events” to which this endorsement applies.

D. For purposes of this endorsement Conditions 2. and 4. under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are deleted and replaced by the following:

2. Duties In The Event Of A Key Person Event

a. You must see to it that we are notified as soon as practicable of a “key person event” which may result in “special expenses”. To the extent possible, notice should include:

- (1) How, when and where the “key person event” happened;
- (2) The name, address, and position of the “key person” involved in the “key person event”; and
- (3) The name, address and contact information of any employment search firm or advertisement agency that you hire or intend to hire to support you in the search for a permanent replacement of a “key person”.

b. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence and a complete accounting of the “special expenses”, including receipts of all “special expenses” incurred by you.
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in the investigation or settlement of any claim for “special expenses”.

c. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Other Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for loss we cover under this endorsement.

E. For purposes of this endorsement the SECTION V – DEFINITIONS is amended to include as follows:

a. “Key person” means any lawfully elected or appointed official or “employee” who is the principal, superintendent or a school board member. The person must be less than 65 years of age when the “key person event” happens:

b. “Key person event” means:

- (1) The death of a “key person”; or
- (2) A medically-verified sickness or disability of a “key person” that prevents such person from completing the required duties of the position and results in such person’s resignation or retirement.

“Key person event” does not include:

(1) Any person that has been terminated by you for any reason or has voluntarily resigned or retired for any reason, other than as a result of sickness or disability as described in Paragraph (2) above; or

(2) The removal of a “key person” from office or your employment by administrative or legal process; or

(3) A “key person’s” temporary leave of absence.

c. “Legal representation expenses” means any fees, costs or expenses for legal representation or legal services.

d. “Special expenses” means:

(1) The following actual, reasonable and necessary expenses incurred by you to permanently replace a “key person” that would not have otherwise been incurred had there not be a “key person event”:

(a) With respect to the hiring of a permanent replacement of a “key person employee”, the expenses incurred:

(i) To hire any external employment search firm or advertisement agency; or

(ii) For advertising, travel, temporary lodging, meals and car rental; expenses incurred while interviewing applicants for the permanent replacement of a “key person”.

(b) With respect to a “special election” held to permanently replace an elected official, the expenses incurred:

(i) For ballot machines, ballot counting, printing of ballots, polling premises, and public communications; or

(ii) To hire “temporary workers” to conduct a “special election”.

“Special expenses” does not include:

(1) Salaries, including overtime pay, except salaries of “temporary workers” hired to conduct a “special

election” or employee benefits or bonuses, including sign-on benefits or bonuses;

- (2) “Legal representation expenses”;
- (3) Expenses incurred for a recall election or for an election recount;
- (4) Expenses incurred to comply with any law or regulation, other than as a result of a “key person event”;
- (5) Expenses incurred to hire a “leased worker” or a “temporary worker”, except a “temporary worker” hired to conduct a “special election”;

(6) Expenses incurred for entertainment or recreation;

(7) Expenses incurred for the relocation moving and housing of a “key person”; or

(8) Expenses incurred as part of a general election, regardless of whether a “key person” position is being filled during that general election as a result of a “key person event”.

- e. “Special election” means any election held between scheduled general elections to fill a vacant elective position with an unexpired term when an elected official is unable to fulfill his or her duties due to a “key person event”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION WITH LIMITED EXCEPTION FOR RETAIL SALES OF CBD PRODUCTS AND HEMP EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
 - b. The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, or consumption of, or contact with, "cannabis" by:

- (1) An insured; or
- (2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving, or furnishing of "cannabis" to any person described above.

B. Limited Exception for Retail Sales of CBD Products

1. The exclusion in Paragraph **A.** of this endorsement does not apply to "bodily injury" or "property damage" arising out of your retail sales of "CBD products" to consumers.

However, this exception does not apply if any insured:

- a. Offers or asserts any false or unsubstantiated claims or statements regarding the safety or effectiveness of "CBD products";
- b. Makes any physical or chemical change to "CBD products";
- c. Repackages or relabels "CBD products";
- d. Uses "CBD products" as ingredients in another product;
- e. Engages in topical application of or serves unpackaged "CBD products".
- f. Offers retail sales of "CBD products" where such products are marketed under your own label; or
- g. Offers retail sales of "CBD products" imported from outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. This limited exception does not apply to "bodily injury" or "property damage" arising out of any good or product that can be inhaled, smoked, atomized, or vaped.

C. The exclusion in Paragraph **A. does not apply to:**

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of goods or products containing or derived from hemp, including, but not limited to:
 - a. Seeds;
 - b. Food;
 - c. Clothing;
 - d. Lotions, oils, or extracts;
 - e. Building materials; or
 - f. Paper.
2. "Property damage" to goods or products described in Paragraph **C.1.** above.

However, Paragraphs **C.1.** and **C.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation, or ordinance in the state wherein:

- (1) The "bodily injury" or "property damage" occurs;
- (2) The "occurrence" which caused the "bodily injury" or "property damage" takes place; or
- (3) The offense which caused the "personal and advertising injury" was committed.

Paragraphs **C.1.** and **C.2.** above do not apply to "bodily injury" or "property damage" arising out of "CBD products".

3. "Personal and advertising injury" arising out of the following offenses:
 - a. False arrest, detention, or imprisonment; or
 - b. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

D. The following definition is added to the **Definitions** section:

1. "Cannabis" means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph D.1. above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus *Cannabis* L., or any part thereof, such as seeds, stems, flowers, stalks, and roots; or
- b. Any compound, by-product, extract, derivative, mixture, or combination, such as:

(1) Resin, oil, or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis; whether or not derived from any plant or part of any plant set forth in Paragraph **D.2.a.**

3. "CBD products" means:

Any raw material, ingredient, good or product that contains more than a trace amount of Cannabidiol (CBD) whether derived from "hemp" or created synthetically, and with a concentration of Tetrahydrocannabinol (THC) of not more than 0.3% on a dry weight basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT NONCOMPLIANCE CHARGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK LIABILITY COVERAGE PART

SCHEDULE

Total Advance Premium:	\$
Audit Noncompliance Charge Factor:	
Number Of Written Attempts To Obtain Audit Information:	
Reassessment Charge:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Paragraph **5.c.** of the **Premium Audit** Condition under **Section IV – Conditions** is replaced by the following:

- c.** The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. If the first Named Insured fails to comply with this request at the close of an audit period, an Audit Noncompliance Charge will be assessed, and notice will be sent to the first Named Insured.

The additional charge will be determined by multiplying the Total Advance Premium by the Audit Noncompliance Charge Factor indicated in the Schedule of this endorsement. (The following example is for illustration purposes only.)

Example:

Total Advance Premium: \$25,000

Audit Noncompliance Charge Factor: 1

Audit Noncompliance Charge: \$25,000

- (1)** We will only assess the Audit Noncompliance Charge:
- (a)** For audits conducted after the end of the policy period; and

- (b)** When we have made the number of written attempts indicated in the Schedule of this endorsement to obtain audit information from the first Named Insured.

The due date for the Audit Noncompliance Charge is the date shown as the due date on the bill.

(2) Subsequent Compliance And Reassessment Charge

- (a)** The first Named Insured may notify us in writing, prior to the due date on the bill for the Audit Noncompliance Charge, that the Named Insured agrees to comply with the audit request.
- (b)** A Reassessment Charge may apply if this charge is indicated in the Schedule.
- (c)** The first Named Insured must comply with the audit within 30 days of our receipt of the written notification described in Paragraph **(2)(a)** above, and then the Audit Noncompliance Charge will no longer apply. If a Reassessment Charge is indicated in the Schedule of this endorsement, that charge will remain applicable.

- (d) If the first Named Insured fails to comply with the premium audit after 30 days of our receipt of the notification described in Paragraph **(2)(a)** above, a subsequent notice will be sent to the first Named Insured indicating that the Audit Noncompliance Charge and the Reassessment Charge (if applicable) will be final. The due date for the Audit Noncompliance Charge and the Reassessment Charge is the date shown as the due date on the bill.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

- c. Recommend changes.

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

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

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

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;**
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;**
- c. There have been substantial breaches of contractual duties, conditions or warranties; or**

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the **Cancellation Common Policy Condition:**

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

- C. The following applies to the:
Capital Assets Program (Output Policy) Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime And Fidelity Coverage Part
Equipment Breakdown Coverage Part
Farm Coverage Part

1. We may rescind this policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

- a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

- (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
- (2) The facts misrepresented or falsely warranted contribute to the loss.

- b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

- (1) Increases the risk at the time of loss; or
- (2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

- D. The following are added and supersede any other provisions to the contrary:

1. **Nonrenewal**

- a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy;
- (4) This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or
- (5) This policy is expressly designated as nonrenewable.

- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
- (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.



Employers Mutual Casualty Company

NONASSESSABLE POLICY—MUTUAL PROVISIONS

Corporate Office, Des Moines, Iowa

The Insured shall not be liable for any assessment under this policy.

By acceptance of this policy the Named Insured becomes a member of the Company and shall be entitled to vote at all meetings of the Company, and shall upon termination of this policy, participate in the distribution of dividends as fixed and determined by the directors in accordance with law. The annual meeting of the members is held at the Corporate Office of the Company in Des Moines, Iowa, at 9:30 a.m. Central Time, on the second Wednesday in February of each year.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President

EMCASCO Insurance Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President

Union Insurance Company of Providence

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President

Illinois EMCASCO Insurance Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President

Dakota Fire Insurance Company

Corporate Office, Bismarck, North Dakota

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Doug Van Zanten, Secretary

Scott R. Jean, President

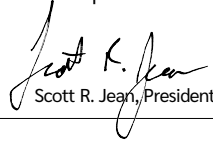
Employers Property & Casualty Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.



Doug Van Zanten, Secretary



Scott R. Jean, President

Employers Mutual Casualty Company

MUTUALS—MEMBERSHIP AND VOTING NOTICE

Corporate Office, Des Moines, Iowa (Applicable in the State of Texas)

The Insured is notified that by virtue of this policy, the Insured is a member of the Employers Mutual Casualty Company of Des Moines, Iowa, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Corporate Office, Des Moines, Iowa, on the second Wednesday of February, in each year, at 9:30 a.m. Central Time.

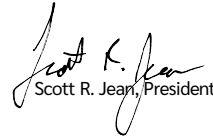
MUTUALS—PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, this Company has executed and attested these presents.



Todd A. Strother, Secretary



Scott R. Jean, President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

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

This insurance does not apply to:

Asbestos

- (1)** "Bodily injury", property damage", or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, absorption of, contact with, exposure to, existence of, or presence of, "asbestos" in any form, or to harmful substances emanating from "asbestos"

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "bodily injury," "property damage", or "personal and advertising injury".

- (2)** Any loss, cost or expense, arising, in whole or in part, out of:
- (a)** Any demand, order, request, statutory or regulatory requirement that any insured or others test for, investigate, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or

- (b)** The testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or

- (c)** Any claim, "suit", settlement, or judgment for damages because of testing for, investigating, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, disposing of, or in any way responding to, or assessing the effects of, "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

- B.** The following definitions are added to the Definitions Section:

"Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any gases, vapors, scents or by-products produced or released by asbestos.

- C.** For purposes of this exclusion, "property damage" includes diminution, impairment or devaluation of property.

WISCONSIN NOTICE TO POLICYHOLDERS CANCELLATION REQUESTED BY YOU

If you ask us to cancel this policy prior the expiration date, you may pay a substantial penalty.

The penalty you will incur is that the amount of premium we will return will be less than the pro rata unearned premium.



ALL LINES

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

EMC Insurance Companies

P.O. Box 712

Des Moines, IA 50306

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance

Complaints Department

P.O. Box 7873

Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

IMPORTANT NOTICE TO POLICYHOLDERS

Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to <http://go.cms.gov/mirngbp> or consult with your attorney.