

Portfolio of Coverage

Epecially Designed For:

DRAINAGE DISTRICT #3
PO BOX 1539
BOISE, ID 83701-0000

Glatfelter[®]
PUBLIC ENTITIES

Underwritten by

National Union Fire Insurance Company of Pittsburgh, Pa.



National Union Fire Insurance Company of Pittsburgh, Pa.

RISK CONTROL POLICYHOLDER NOTICE

Dear Glatfelter Public Entities Client,

Safety and health is a major concern in organizations today. These issues are important because of the major impact that accidents can have on an organization. Morale can often be affected as well as an organization's finances. Insurance rarely covers all the expenses associated with accidents. There are often hidden costs that the organization must bear such as time spent reporting, documenting and investigating the accident.

Risk Control Guidelines Provided by Glatfelter Public Entities

As a valuable service to you, Glatfelter Public Entities provides risk control guidelines and programs to your organization in an effort to help you prevent and/or reduce the impact of accidents. Implementing Glatfelter Public Entities risk control measures could benefit your organization by reducing or eliminating the hidden costs of accidents while helping your organization to continue to serve your community.

Glatfelter Public Entities provides a number of programs and services to help you in your risk control effort. While most of these services are available to our clients at no additional cost, some may require a fee based on the scope of the service requested. Some of the services and programs that we provide to our clients include:

- On-site risk control consultations
- Recommendations to control identifiable hazards
- Loss experience analysis
- Consultation on specific risk control-related problems
- Sample standard operating guidelines for vehicle operations
- Accident investigation procedures and forms

Risk Control Publications

Glatfelter Public Entities has many resources that you can access at no charge on our Web site. These include Communiqués, which are a one-page fact sheet, that presents a specific hazard and provides procedures for controlling the hazard. Glatfelter Public Entities also provides numerous training programs that you can access through our Risk Control Services. Please visit www.GlatfelterPublicEntities.com to view and order these resources.

Inquire About Our Risk Control Services

If you would like information about some of the above services and publications, please call Glatfelter Public Entities Risk Control at (800) 233-1957.

National Union Fire Insurance Company of Pittsburgh, Pa.

(a capital stock company)

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000

Administered by:

Glatfelter Underwriting Services, Inc. | 183 Leader Heights Road | York, PA 17402
800.233.1957 | glatfelterpublicentities.com

Glatfelter[®]
PUBLIC ENTITIES

COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:

DRAINAGE DISTRICT #3
PO BOX 1539
BOISE, ID 83701-0000

Policy Number:

GPNU-PF-0024544-06/000

Policy Period:

From 10-09-2026

To 10-09-2027

12:01 AM Standard Time at your mailing address shown above.

Type of Entity:

CORPORATION

Business Description:

IRRIGATION DISTRICT

This policy consists of the following coverage parts:

Premium

Property	Not Covered
Crime	Not Covered
Inland Marine	Not Covered
Auto	Not Covered
General Liability	\$820.00
Public Officials and Management Liability	\$750.00
Educators Legal Liability	Not Covered
Excess Liability	Not Covered

Taxes, Fees, Surcharges:

Estimated Total Premium: \$1,570.00

The policy premium is payable on the dates and in the amounts shown below:

See Installment Schedule.

Named Insured:

DRAINAGE DISTRICT #3

Policy Number:

GPNU-PF-0024544-06/000

Policy Period: From

10-09-2026

To

10-09-2027

COMMON FORMS

See Schedule of Forms and Endorsements.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. The policy consists of the coverage parts where a premium is shown on page 1 of these Common Policy Declarations. In addition to any common forms, each coverage part consists of a Coverage Part Declarations and any coverage forms and endorsements listed on the Coverage Part Declarations or elsewhere in the policy.

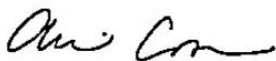


Authorized representative (countersignature, where required)

09-25-2026

Date

The Company has caused this policy to be signed by its President and Secretary



President



Secretary

Policy Number
GPNU-PF-0024544-06/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured DRAINAGE DISTRICT #3

Effective Date: 10-09-26

12:01 A.M., Standard Time

Agency Name Glatfelter Underwriting Services, Inc.

COMMON POLICY FORMS AND ENDORSEMENTS

89644	06-13	ECONOMIC SANCTIONS ENDORSEMENT
GCO300	01-20	COMMON POLICY CONDITIONS
125595	03-20	FEDERAL SHARE OF COMPENSATION UNDER TRIA
965560	03-20	POLICYHOLDER DISCLOSURE NOTICE OF TERROR
CG 21 70	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TER
GCO303	01-26	PUBLIC ENTITY IMMUNITY AND TORT CAP PRES
GC01D1	01-20	IDAHO CHANGES - CANCELLATION AND NONRENE

GENERAL LIABILITY FORMS AND ENDORSEMENTS

GGL101	01-20	GENERAL LIABILITY COVERAGE FORM
GGL222	01-20	SPECIFIC OPERATIONS EXCLUSION - SCHOOLS
GGL227	05-24	EXCLUSION - ACCESS OR DISCLOSURE OF CONF
GGL228	10-23	TOTAL EXCLUSION - PERFLUOROALKYL AND POL
GGL229	05-24	EXCLUSION - VIOLATION OF LAW ADDRESSING
GGL230	05-24	EXCLUSION - CYBER INCIDENT
GGL232	05-26	EXCLUSION - WAR
GGL405	01-20	HIRED AUTO AND NON-OWNED AUTO LIABILITY
GGL412	01-20	WATER OR WASTEWATER PROFESSIONAL ACTIVIT

PUBLIC OFFICIALS AND MANAGEMENT LIAB FORMS AND ENDORSEMENTS

GML102	01-20	PUBLIC OFFICIALS AND MANAGEMENT LIABILIT
GML204	01-20	PUBLIC USE OF PROPERTY EXCLUSION WITH I
GML206	01-20	EXCLUSION ELECTRONIC INFORMATION SECURIT
GML207	01-20	AMENDMENT OF PROFESSIONAL LIABILITY EXCL
GML211	10-23	TOTAL EXCLUSION - PERFLUOROALKYL AND POL
GML212	05-24	EXCLUSION - CONFIDENTIAL INFORMATION
GML302	01-20	AMENDATORY ENDORSEMENT INJUNCTIVE OR DEC
GML303	01-20	AMENDATORY ENDORSEMENT EEOC ADMINISTRATI

POLICYHOLDER NOTICES

118477	03-15	POLICYHOLDER NOTICE - TAXES, ASSESSMENTS
91222	09-16	POLICYHOLDER NOTICE
AGLC105774	01-22	AIG PRIVACY NOTICE

Policy Number
GPNU-PF-0024544-06/000

INSTALLMENT SCHEDULE

Named Insured	DRAINAGE DISTRICT #3	Effective Date: 10-09-26 12:01 A.M., Standard Time
Agency Name	Glatfelter Underwriting Services, Inc.	

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

	DUE	PREMIUM	SURCHARGE	REVISED INSTALLMENT TOTAL
DEPOSIT	10/09/2026	\$1,570.00		\$1,570.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of

policy No. GPNU-PF-0024544-06/000

issued to DRAINAGE DISTRICT #3

By AMERICAN INTERNATIONAL GROUP, INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

AUTHORIZED REPRESENTATIVE

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.
7. If this Condition conflicts with your state's requirements regarding cancellation or non-renewal, the provisions of any state-specific form attached to this policy will supersede this Condition to the extent of such conflict.

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 on our behalf.
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. Liberalization

If we revise any coverage included in this policy, and if such revision does not require a premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

F. 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.

G. Titles

Throughout this policy, titles are intended for ease of reference only. They do not extend or restrict any coverage beyond what is specifically stated in the policy had no titles been used.

H. 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.

ENDORSEMENT

This endorsement, effective 10/09/2026 12:01 A.M.,
Forms a part of Policy No.: GPNU-PF-0024544-06/000
Issued to: DRAINAGE DISTRICT #3
By: NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of the Policy remain the same.

Authorized Representative

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$_____0_____, and does not include any charges for the portion of losses covered by the United States government under the Act.

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
GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE NOT FOR PROFIT ORGANIZATION DIRECTORS AND OFFICERS
LIABILITY POLICY
LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
HEALTHCARE PROFESSIONAL LIABILITY AND HEALTHCARE GENERAL LIABILITY
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- 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.

PUBLIC ENTITY IMMUNITY AND TORT CAP PRESERVATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)
EDUCATORS LEGAL LIABILITY COVERAGE PART (CLAIMS MADE)

A. The following is added to the Insuring Agreement:

- 1. Section I. Coverages, Coverage A. Bodily Injury and Property Damage Liability; Coverage B. Personal and Advertising Injury Liability; Coverage C. Medical Expense** of the General Liability Coverage Form; and
- 2. Section I. Coverages, Coverage A. Insuring Agreement – Liability for Monetary Damages and Coverage B. Insuring Agreement - Defense Expense For Injunctive Relief** of the Management Liability Coverage Form; and
- 3. Section I. Coverages, Coverage A. Insuring Agreement – Educators Legal Liability For Monetary Damages and Coverage B. Insuring Agreement – Defense Expense For Injunctive Or Declaratory Relief** of the Educators Legal Liability Coverage Form;

The procurement of this insurance does not:

- a. Waive or otherwise limit any immunity, defense or limitation on liability or damages available pursuant to "immunity or tort cap law"; or
- b. Expand or increase the liability of any individual or entity beyond the liability that such individual or entity would be subject to if you had not procured this insurance.

B. The following is added to Exclusions:

- 1. Section I. Coverages, Coverage A. Bodily Injury and Property Damage Liability**, paragraph 2. **Exclusions Applicable to Coverage A.**; **Coverage B. Personal and Advertising Injury Liability**, paragraph 2. **Exclusions Applicable to Coverage B.**; and **Coverage C. Medical Expense** paragraph 2. **Exclusions Applicable to Coverage C** of the General Liability Coverage Form; and
- 2. Section II. Exclusions** of the Management Liability Coverage Form; and
- 3. Section II. Exclusions** of the Educators Legal Liability Coverage Form;

Public Entity Liability Subject to Tort Cap Law

To the fullest extent allowed by law, this insurance does not apply to any "public entity liability" for which any insured would otherwise be immune or have no liability pursuant to an "immunity or tort cap law".

C. The following are added to Limits of Insurance:

- 1. Section III.** of the General Liability Coverage Form; and
- 2. Section IV.** of the Management Liability Coverage Form; and
- 3. Section IV.** of the Educators Legal Liability Coverage Form;

For any "public entity liability" for which an insured is not fully immune pursuant to "immunity or tort cap law", but instead is subject to limits or caps pursuant to any applicable "immunity or tort cap law", this policy will pay no more than the applicable federal, state or local law limit or cap, subject to the applicable Limits of Insurance shown on the Declarations page or applicable schedule of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For any "public entity liability" for which an insured is neither fully immune pursuant to "immunity or tort cap law", nor subject to limits or caps pursuant to "immunity or tort cap law", the Limits of Liability apply as shown on the Declarations page or applicable schedule of this policy.

D. The following are added to Definitions:

- 1. Section V.** of the General Liability Coverage Form; and
- 2. Section VII.** of the Management Liability Coverage Form – Occurrence; and
- 3. Section VIII.** of the Management Liability Coverage Form - Claims Made; and
- 4. Section VIII.** of the Educators Legal Liability Coverage Form;

"Immunity or tort cap law" means any federal, state or local claims act or other federal, state or local statutory or common law, that provides statutory cap damages and/or any type of immunity including, but not limited to, sovereign immunity, governmental immunity, qualified immunity, or charitable immunity.

"Public entity liability" means any liability, damages, loss, injury, demand, claim, or suit as may be defined or used in any applicable Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
GOVERNMENT CRIME COVERAGE PART
INLAND MARINE COVERAGE PART
GENERAL LIABILITY COVERAGE PART
PROPERTY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART(CLAIMS MADE)

A. Paragraphs **1.** and **2.** of the **Cancellation** Common Policy Condition are replaced by the following:

- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. POLICIES IN EFFECT

a. 60 DAYS OR LESS

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run 5 days following the date of postmark; or
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. MORE THAN 60 DAYS

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

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3)** Acts or omissions on your part which increase any hazard insured against;
- (4)** Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- (5)** Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;
- (6)** A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or
- (7)** Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run 5 days following the date of postmark; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason stated in 2.b. above.

B. The following Condition is added and supersedes any provision to the contrary:

Nonrenewal

- 1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
- 2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.
- 4. We need not mail or deliver this notice if:
 - a. We have offered to renew this policy;
 - b. You have obtained replacement coverage; or
 - c. You have agreed in writing to obtain replacement coverage.
- 5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

Premium Or Coverage Changes At Renewal

- 1. If we elect to renew this policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
- 2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
- 3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
 - a. 30 days after notice is given; or
 - b. The effective date of replacement coverage obtained by the first Named Insured.
- 4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
- 5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured:
DRAINAGE DISTRICT #3

Policy Number: GPNU-PF-0024544-06/000
Policy Period: From 10-09-2026
To 10-09-2027

GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Expense	\$10,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$3,000,000

Estimated Coverage Part Premium: \$ 820.00

GENERAL LIABILITY FORMS

See Schedule of Forms and Endorsements.

Named Insured:
DRAINAGE DISTRICT #3

Policy Number: GPNU-PF-0024544-06/000
Policy Period: From 10-09-2026
To 10-09-2027

**DAM, RESERVOIR OR LEVEE STRUCTURAL FAILURE OR COLLAPSE
SCHEDULE OF COVERED STRUCTURES**

<u>NPDP ID</u>	<u>Dam, Reservoir or Levee Name</u>	<u>Location</u>
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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 coverage part 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 coverage part. The words “we”, “us” and “our” refer to the company providing this insurance. The words “policy period” mean the term of duration of the policy shown in the Declarations.

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 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 “bodily injury” or “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., Paragraph 2.a., or Paragraph 2.f. of Section II - Who Is An Insured and no insured authorized by you to give or receive notice of an “occurrence” or claim, knew or had reason to know that the “bodily injury” or “property damage” had occurred in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the “bodily injury” or “property damage” occurred in whole or part, 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 to have occurred 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., Paragraph 2.a., or Paragraph 2.f. of Section II - Who Is An Insured or any insured 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 when any insured listed under Paragraph 1., Paragraph 2.a., or Paragraph 2.f. of Section II - Who Is An Insured or any insured 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 Applicable to Coverage A

This insurance does not apply to:

a. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than “unmanned 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 (other than “unmanned 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 not being used to carry persons or property for a charge;
- (3) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft;
- (4) A watercraft you own that is:
 - (a) Powered by a motor or combination of motors of 100 horsepower or less;
 - (b) Not powered by a motor; or
 - (c) A “personal watercraft”.
- (5) 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; or
- (6) “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 in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of “mobile equipment”.

b. Asbestos

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

This exclusion does not apply to:

(1) "Bodily injury" or "property damage" arising from; or

(2) The costs of abatement, removal or disposal of;

asbestos released as a result of "emergency service activity" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

c. Chromated Copper Arsenate (CCA)

"Bodily injury" or "property damage" arising from any loss, cost or expense arising out of or resulting from, either directly or indirectly, chromated copper arsenate (CCA).

However, this exclusion does not apply if all of the following conditions have been met:

(1) There is a maintenance program in place and operating that includes the annual sealing of all CCA treated wood surfaces with a weather resistant polyurethane or oil-based semi-transparent stain; and

(2) An absorbent ground cover is in place under the CCA treated wood structures; and

(3) Records of when the work was performed and the type of sealant utilized are maintained.

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

e. Dam, Reservoir Or Levee Structural Failure Or Collapse

"Bodily injury" or "property damage", loss, cost or expense arising directly or indirectly out of the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or other earth movement of any dam, reservoir, levee, or dike owned, operated, maintained, constructed or controlled by any insured.

This exclusion does not apply to "bodily injury" or property damage", loss, cost or expense arising directly or indirectly out of the structural failure, collapse, bursting, flooding, cracking, settling, spillage, subsidence, landslide or other earth movement of any dam, reservoir, levee or dike which is scheduled in the coverage Declarations.

f. 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.

g. 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 "specified perils") to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence Limit shown in the Declarations will apply to this coverage.

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.

Paragraphs (3) and (4) of this exclusion do not apply to "mobile equipment" borrowed or commandeered by you in connection with emergency operations.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured during an "emergency service activity" because of loss by theft, physical damage or disappearance of such property during the period beginning when "volunteer workers" or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property during an "emergency service activity" or "law enforcement activity".

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

h. Damage To Your Product

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

i. Damage To Your Work

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

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

j. Distribution and Recording 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.

k. 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.

l. Employer’s Liability

“Bodily injury” to:

- (1) An “employee” of the insured arising out of or in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's operations;

- (2) A “volunteer worker”, if you provide or are required to provide benefits for such “volunteer worker” under any workers’ compensation, disability benefits, or unemployment compensation law, or any similar law; or

- (3) The spouse, child, parent, brother or sister of that “employee” or “volunteer worker” as a consequence of (1) or (2) 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”.

m. Employment Practices And Employee Benefit Plans

“Bodily injury” or “property damage” arising out of your “employment practices” or the “administration” of your “employee benefit plans”.

n Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from reasonable actions taken to protect persons or property.

o. Fungi Or Bacteria

- (1) Any injury or damage which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.
- (3) This exclusion does not apply:
 - (a) To any “fungi” or bacteria that are, are on, or are contained in a good or product intended for consumption; or
 - (b) To any injury or damage arising out of or caused by your water or wastewater treatment process or sewage operations.

p. Law Enforcement Activity

Damages arising out of any “law enforcement activity”.

q. Lead, Electromagnetic Radiation, Nuclear Material

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead with the exception of “potable water” which you supply to others; or
 - (b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination, or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

r. 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.

s. Personal And Advertising Injury

“Bodily injury” arising out of “personal and advertising injury”.

t. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is

alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water.

(1) This exclusion does not apply:

- (a)** To “bodily injury” if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and is 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.
- (b)** To “bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:
 - i. At any premises, site or location which is or was at any time used by any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - ii. At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, “pollutants” except to the extent coverage is provided in Paragraph **(c)** below.
- (c)** To “bodily injury” or “property damage” which occurs as a result of your operations provided the “bodily injury” or “property damage” is not otherwise excluded in whole or in part and arises out of the following:
 - i. “Potable water” which you supply to others;
 - ii. Chemicals you use in your water or wastewater treatment process;
 - iii. Chemicals you use or store in your classrooms and laboratories;
 - iv. Chemicals you use, apply or store for your ownership, maintenance, or operation of swimming pools;
 - v. The use, application or storage of road salt or similar substances designed and used for snow and ice removal from road and similar surfaces;
 - vi. Natural gas or propane gas you use in your water or wastewater treatment process;
 - vii. Urgent response for the protection of property, human life, health or safety conducted away from premises owned by, rented to or regularly occupied by you;
 - viii. “Training operations” by you;
 - ix. Water runoff from the cleaning of equipment used in an “emergency service activity”;
 - x. Storage and/or application of pesticides or herbicides if such storage and/or application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government; or
 - xi. Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, but only if:
 - (aa)** The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; and
 - (bb)** The fuels, lubricants or other operating fluids are not:
 - (i)** Intentionally discharged; or
 - (ii)** Brought on or to a premises, site or location with the intent to be discharged as part of the operations being performed by an insured, contractor or subcontractor.

- (d) To “bodily injury” or to “property damage” if such “bodily injury” or “property damage” is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease or control, or for which you have the right of way, but only if “property damage” occurs away from land you own or lease.

Paragraphs (1)(c) and (1)(d) of this exclusion only apply if the discharge is accidental, unintended and stopped as soon as possible. The entirety of any discharge or series of related discharges will be deemed a single discharge regardless of the length of time over which the “pollutants” are released. The entirety of any discharge or series of related discharges will be deemed to have only occurred at the date the earliest discharge commenced.

- (2) This insurance does not apply to 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.

Discharge as used in this exclusion includes dispersal, seepage, migration, release or escape.

u. Professional Health Care Services

Damages arising out of providing or failing to provide “professional health care services”.

v. Professional Services

Damages arising out of the rendering of or failure to render any architectural, engineering, surveying or legal professional services by you or any engineer, architect, surveyor, or lawyer performing work on your behalf in such capacity.

w. Public Use Of Property

“Bodily injury” or “property damage” arising out of the principles of eminent domain, condemnation, inverse condemnation or adverse possession.

x. 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.

y. Riot, Civil Commotion Or Mob Action

“Bodily injury” or “property damage” arising out of:

- (1) Riot, civil commotion or mob action; or

- (2) Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

This exclusion does not apply to injury or damage arising out of your “emergency service activity”, except “professional health care services”, in response to a riot, civil commotion or mob action.

z. Sexual Abuse

“Bodily injury” arising out of the “sexual abuse” of any person. However, this exclusion shall not apply to the Named Insured if no elected or appointed official, “executive officer”, officer, director, or trustee of the Named Insured knew or had reason to know of the “sexual abuse”. Also, we will defend an insured for a covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

aa. Specific Operations

“Bodily injury” or “property damage” arising from the ownership, operation, maintenance, entrustment to others, or use of any:

- (1) Hospital or medical clinic;
- (2) Nursing home, convalescent home, or home for the aged, handicapped or orphaned;
- (3) Mental or psychiatric institution or institution for the restraint or treatment of substance abusers;
- (4) Airport or similar facility;
- (5) Port or similar facility;
- (6) Public housing authority or project;
- (7) Gas or electric generation facility; or
- (8) Sanitary landfill, dump, or other permanent waste disposal facility.

bb. Water Or Wastewater Professional Activity

Damages arising out of an act, error or omission from your “water or wastewater professional activities”.

cc. 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.

dd. Workers' Compensation And Similar Laws

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

ee. Trampolines

“Bodily injury” and “property damage” arising out of the ownership, maintenance or use of trampolines greater than 48 inches in diameter.

ff. Unmanned Aircraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance or use of an “unmanned aircraft” while:

- (1) Rented, leased or loaned to others without an operator who is your “employee” or “volunteer worker”;
- (2) Used in any professional or organized racing or demolition contest or stunting activity, or while practicing or preparing for such contest or activity; or
- (3) Not used in the insured’s operations.

Exclusions **a.** through **c.**, **e.** through **m.**, **o.** through **z.**, and **bb.** through **ff.** do not apply to damage by “specified perils” to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence Limit shown in the Declarations will apply to this coverage.

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 coverage applies to “personal and advertising injury” only if:
 - (1) The “personal and advertising injury” is caused by an offense arising out of your operations; and
 - (2) The offense is committed in the “coverage territory” during the policy period.

2. Exclusions Applicable To Coverage B

This insurance does not apply to:

a. Asbestos

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

b. 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”.

c. 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.

d. Criminal Acts

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

e. Distribution and Recording 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.

f. 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.

g. Employment Practices And Employee Benefit Plans

“Personal and advertising injury” arising out of your “employment practices” or “administration” of your “employee benefit plans”.

h. Fungi Or Bacteria

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

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 websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **22.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. Knowing Violation Of The 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”.

l. Law Enforcement Activity

Damages arising out of any “law enforcement activity”.

m. Lead, Electromagnetic Radiation Or Nuclear Material

(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:

(a) The toxic properties of lead, or any material or substance containing lead; or

(b) Electromagnetic radiation;

or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

n. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of the oral or written publication of material whose first publication took place before the beginning of the policy period.

o. Material Published With Knowledge Of Falsity

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

p. Pollution

“Personal and advertising injury” arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

q. 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”.

r. Professional Health Care Services

Damages arising out of providing or failing to provide “professional health care services”.

s. Professional Services

Damages arising out of the rendering of or failure to render any architectural, engineering, surveying or legal professional services by you or any engineer, architect, surveyor, or lawyer performing work on your behalf in such capacity.

t. Public Use Of Property

"Personal and advertising injury" arising out of the principles of eminent domain, condemnation, inverse condemnation, or adverse possession.

u. Quality Or Performance Of Goods

"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".

v. Sexual Abuse

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

w. Specific Operations

"Personal and advertising injury" arising from the ownership, operation, maintenance, entrustment to others, or use of any:

- (1) Hospital or medical clinic;
- (2) Nursing home, convalescent home, or home for the aged, handicapped or orphaned;
- (3) Mental or psychiatric institution or institution for the restraint or treatment of substance abusers;
- (4) Airport or similar facility;
- (5) Port or similar facility;
- (6) Public housing authority or project;
- (7) Gas or electric generation facility; or
- (8) Sanitary landfill, dump, or other permanent waste disposal facility.

x. 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.

y. 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.

z. Water Or Wastewater Professional Activity

Damages arising out of an act, error or omission from your "water or wastewater professional activities".

aa. 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".

COVERAGE C - MEDICAL EXPENSE

1. Insuring Agreement

- a. At your written request, 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;
 - (3) On that portion of a right-of-way, easement, or similar interest in property which you do not own or rent, upon which water, sewer, or other utility fixtures are installed as part of your operations, including any surface feature which directly results from the presence of such water, sewer or other utility fixture, but does not include any other portion of a right-of-way, easement or similar interest in property; or
 - (4) 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 Applicable To Coverage C**
- We will not pay expenses for "bodily injury":
- a. **Any Insured**
To any insured, except "volunteer workers" not performing an "emergency service activity" or a "law enforcement activity".
 - b. **Athletic Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
 - c. **Coverage A Exclusions**
Excluded under Coverage A - Bodily Injury And Property Damage Liability.
 - d. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
 - e. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
 - f. **Products – Completed Operations Hazard**
Included within the "products-completed operations hazard".
 - g. **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.

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 \$5,000 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.
- 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 \$500 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 underlying basis for the "suit" 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 any contractual liability exclusions or exceptions to exclusions, such payments will not be deemed to be damages 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:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) 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. However, if you are a public entity, you are insured as a partner in a partnership or as a joint venturer in a joint venture, but only if the partnership or joint venture is between you and another governmental organization or non-profit entity. Coverage does not extend to a partnership or joint venture that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility.
- 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 directors, trustees or members of your school board or your governing board by whatever name are insureds but only with respect to their duties as your directors, trustees or board members. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A public entity, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are insureds, provided that you operate, control, and fund the authority, board, commission, district, or other governmental unit. Coverage does not extend to an authority, board, commission, district, or other governmental unit that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility.
- f. 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. **Elected Or Appointed Officials.** Your elected or appointed officials, including elected or appointed officials of your operating authorities, boards, commissions, districts, or other governmental units but only for acts within the course and scope of their duties for the insured public entity or its operating authorities, boards, commissions, districts or other governmental units.
- b. **Employees And Volunteer Workers.** "Employees" and "volunteer workers", but only for acts within the course and scope of their employment or volunteer activities for you.
- c. **Real Estate Managers.** Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
- d. **Temporary Custodians.** 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.
- e. **Legal Representatives.** 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.
 - f. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on behalf of your “emergency service activity”.
 - g. **Mutual Aid Agreements.** Any persons or organizations providing service to you under any mutual aid or similar agreement, but only for acts within the scope of that mutual aid or similar agreement.
 - h. **Good Samaritans.** “Employees” and “volunteer workers” while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
 - i. **Owners Of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency service activity”.
 - j. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your operations; or
 - (2) In connection with premises owned or rented by you.
 - k. **Student Teachers.** Any of your student teachers who are teaching as part of their educational requirements are insureds, but only with respect to their duties in connection with their position as such.
 - l. **Student Body Organizations.** Any student body organization acting under the jurisdiction of your governing board is an insured, but only while under the supervision required by the governing board.
 - m. **Parent Teacher Organizations Or Associations.** Any parent teacher organization or association acting under the jurisdiction of your governing board is an insured, but only while under the supervision required by the governing board.
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 Liability 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 damages arising out of the same or related "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 "specified perils", 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 - CONDITIONS

The following conditions apply in addition to the Common Policy 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 An 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 or "suit". 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.
- e. If you report an "occurrence" or offense, to an insurer providing other than General Liability insurance which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence" or offense is a General Liability claim.
- f. Knowledge of an "occurrence" or offense by any of your agents, "volunteer workers" or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, "volunteer worker" or "employee".

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 "volunteer worker", "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under Coverages **A or B** of this form, our insurance is primary, with no consideration for contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than "volunteer workers", "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under Coverages **A or B** of this form, 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

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a)** That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
- (b)** That is "specified perils" insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c)** 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;
- (d)** That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;
- (e)** That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks;
- (f)** If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion **a.** of Coverage **A. Bodily Injury And Property Damage Liability**;
- (g)** That is liability insurance available to an independent commission, board, or authority or to an individual serving on such independent commission, board, or authority at your request;
- (h)** That is liability insurance available to participants in a mutual aid or similar agreement;
- (i)** That is liability insurance available to a partnership or joint venture; or
- (j)** That is liability insurance available to any student body organization or parent teacher organization or association.

(2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

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.

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:

- (i)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii)** 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 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. Representations

By accepting this policy, you agree:

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

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. 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.

7. 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.

8. 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. "Administration" means any of the following acts that you do or authorize a person to do:

- a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
- b. Interpreting your "employee benefit plans";
- c. Handling records for your "employee benefit plans"; and
- d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".

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

- a. Notices that are published include material placed in the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. However, "auto" does not include "mobile equipment".
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish, mental injury, shock or fright resulting from any of these at any time.
5. "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 who 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.
6. "Emergency service activity" means:
 - a. All operations conducted by your firefighting, emergency medical services, or rescue squad units; and
 - b. Which are sanctioned by you.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means a formal program or programs of employee benefits you maintain, such as group life insurance plans, group accident or health insurance plans, savings plans, or vacation plans, provided that no one other than an "employee" or "volunteer worker" or their dependents may subscribe to or benefit from such plans. This term also includes unemployment insurance, social security, workers' compensation, statutory disability benefits, or similar statutorily required plans.
9. "Employment practices" means an actual or alleged improper employment-related practice, policy, act or omission involving an actual, prospective, or former "volunteer worker" or "employee", including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of "volunteer workers" or "employees";
 - e. Negligent evaluation of "volunteer workers" or "employees";
 - f. Retaliation against "volunteer workers" or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.

- 10.** "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 11.** "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
- 12.** "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 13.** "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.
- 14.** "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 "specified perils" 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 operations (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. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. 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 of or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.
- 15.** "Law enforcement activity" means the activities of any insured while acting as a law enforcement official, officer, auxiliary officer, "employee", or "volunteer worker" of the law enforcement agency or department of the Named Insured. "Law enforcement activity" also includes the activities of an

armed school security “employee” or “volunteer worker” while performed on behalf of the insured. “Law enforcement activity” does not include:

- a.** Your operations related to any building, code, license, permit, health, sanitation, animal control, safety, planning or zoning enforcement; or
- b.** The activities of an unarmed school security “employee” or “volunteer worker”.

As used in this definition, armed means a person who possesses a firearm. Unarmed means a person who does not possess a firearm.

- 16.** “Law enforcement wrongful act” means any actual or alleged error, act, omission, neglect, or breach of duty, including violation of any civil rights law, while performing a “law enforcement activity”. All claims arising from a series of related errors, acts, omissions, neglects, or breaches of duty while performing “law enforcement activities” will constitute a single “law enforcement wrongful act”.
- 17.** “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 operations. “Leased worker” does not include a “temporary worker”.
- 18.** “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”.

- 19.** “Medical incident” means any act, error or omission in the rendering of or failure to render “professional health care services” by you or by anyone for whose “professional health care services” you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one “medical incident”.
- 20.** “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 in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered “autos”.

- 21.** “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 22.** “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”.
- 23.** “Personal watercraft” means a vessel you own, rent, or borrow which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
- 24.** “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.
- 25.** “Potable water” means water intended and provided for human consumption.
- 26.** “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. Includes, with respect to “bodily injury” or “property damage” arising out of “your products” manufactured, sold, handled or distributed on, from or in connection with your premises or in the conduct of your operations, all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.
- c. 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.
- d. Includes all “bodily injury” and “property damage” arising out of the ownership, maintenance, use or entrustment to others of “autos” for snow plow operations. Exclusion **a.** under **Section I – Coverage A – Bodily Injury and Property Damage Liability** does not apply with respect to such operations.

27. “Professional health care services” means:

- a. Providing medical or nursing services;
- b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
- c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
- d. Handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport;
 - (2) During transport; and
 - (3) From the means of transport to the place where they are finally delivered;
- e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
- f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
- g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

“Professional health care services” does not include the rendering of first aid or emergency medical care or assistance by an insured whose primary duties or responsibilities do not include items **a.** through **g.** above.

28. “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.

29. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".
30. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury, but only when:
 - a. Submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. Such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
31. "Specified perils" means fire, lightning, explosion, smoke, riot or civil commotion.
32. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", "medical incident", "law enforcement wrongful act", or a "water or wastewater professional activity" 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 civil alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
33. "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. A substitute teacher is not a "temporary worker".
34. "Training operations" means activities used to prepare, train, or instruct members of a fire department, emergency medical services unit, or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
35. "Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:
 - a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.
36. "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. "Volunteer worker" includes:
 - a. Any trustee, official, or member of the board of directors or the governing board of your parent-teacher organization or association, or of a parent support group, but only with respect to their duties as such; or
 - b. Any members of your parent-teacher organization or association, or of your parent support group, but only with respect to their liability for activities they perform on your behalf.
37. "Water or wastewater professional activity" means an act, error or omission which arises from your activities as a water or wastewater district, water utility, or any other entity whose primary duty is the treatment and distribution of "potable water", or the collection and treatment of wastewater.

38. "Your product" means:

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

"Your product" includes:

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

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

39. "Your work" means:

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

"Your work" includes:

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

SPECIFIC OPERATIONS EXCLUSION - SCHOOLS

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

1. The following is added to Exclusion **aa.** of **Section I Coverage A – Bodily Injury And Property Damage Liability**, item **2. Exclusions Applicable to Coverage A:**
“Bodily injury” or “property damage” arising from the ownership, operation, maintenance, entrustment to others, or use of any school.
2. The following is added to Exclusion **w.** of **Section I. Coverage B – Personal And Advertising Injury Liability**, item **2. Exclusions Applicable to Coverage B:**
“Personal and advertising injury” arising from the ownership, operation, maintenance, entrustment to others, or use of any school.

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

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

- A. The **Electronic Data** exclusion under Paragraph 2., **Exclusions Applicable To Coverage A of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Access To or Disclosure of Confidential or Personal Material or Information

“Bodily injury” or “property damage” arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal material or information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometric information, or any other type of nonpublic material or information; or
- (2) Unauthorized access, unauthorized use, denial of service attack, or receipt or transmission of malicious code involving a “computer system”; or
- (3) 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”.

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 Applicable To Coverage B of Section I – Coverage B – Personal and Advertising Injury Liability**:

Access To or Disclosure of Confidential or Personal Material or Information

“Personal and advertising injury” arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal material or information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometric information or any other type of nonpublic material or information stored within your “computer system”; or
- (2) Unauthorized access, unauthorized use, denial of service attack, or receipt or transmission of malicious code involving a “computer system”.

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.

C. The following definitions are added to **Section V – Definitions:**

“Computer system” means:

- a.** Computers, including Personal Digital Assistants (PDAs) and other transportable or hand-held devices, electronic storage devices, and related peripheral components;
- b.** Systems and applications software; and
- c.** Communications networks (including the internet, intranets, extranets, virtual private networks, or cloud computing environments) to the extent used by the items in **(1)** and **(2)** above, by which “electronic data” is collected, transmitted, processed, stored or retrieved; and
- d.** “Computer system” includes “electronic data” that is:
 - (1)** Stored on any of the items described in item **a.** above; or
 - (2)** Temporarily outside of your “computer system” for use by an insured or an employee of an entity that has such information under a formal agreement with you.

“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. This includes such information, facts or programs only while they are in an electronic format.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

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

Any "bodily injury", "property damage", "personal and advertising injury", or to any obligation or expense whatsoever arising out of, related to, or attributed in any way to, any "Perfluoroalkyl Or Polyfluoroalkyl Substance", regardless of any act, omission, or status of any insured or any other entity.

2. For the purposes of this endorsement, the following definition is added to **SECTION V - DEFINITIONS**:

"Perfluoroalkyl Or Polyfluoroalkyl Substance" means any 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 perfluoroalkyl acids (PFAA) and perfluorooctane sulfonic acid (PFOS) and their salts, perfluoropolyethers (PFPE); fluorotelomer-based substances, and side-chain fluorinated polymers as well as any homologue, isomer, telomer, salt, derivative, precursor, degradation product, or by-product of any of these substances.

"Perfluoroalkyl Or Polyfluoroalkyl Substance" also means any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any substance described in the previous sentence.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

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

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 Applicable To Coverage B of Section I – Coverage B – Personal And Advertising Injury Liability:**

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.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

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

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 Applicable To Coverage B** of **Section I – Coverage B – Personal and Advertising Injury Liability**:

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. The following definition is added to **Section V- Definitions**:

"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.

EXCLUSION – WAR

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

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

cc. 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 y. War** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

y. 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.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

The following coverage is added, all other terms and conditions remain as is unless otherwise stated in this endorsement.

A. HIRED AUTO AND NON-OWNED AUTO LIABILITY

The insurance provided under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** applies to "bodily injury" or "property damage":

1. Arising out of the maintenance or use of a "hired auto", or
 2. Arising out of the use of a "non-owned auto",
- by you or your "employees" or "volunteer workers" in the course of your operations.
Use includes operation and "loading and unloading".

B. With respect to the insurance provided by this endorsement:

1. The following exclusions in paragraph 2. **Exclusions Applicable to Coverage A** do not apply: Contractual Liability; Employer's Liability; Aircraft, Auto or Watercraft; Mobile Equipment; and Damage To Property.

2. The following exclusions are added to paragraph 2. **Exclusions Applicable to Coverage A**:

This insurance does not apply to:

- a. "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 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.

- b. "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 your operations; or

- (2) Your "volunteer worker"; or

- (3) The spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (1) or (2) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

- c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

- d. "Bodily injury" or "property damage" resulting from the handling of property:
 - (1) Before it is moved from the place where it is accepted by the insured for movement into or onto the "hired auto" or "non-owned auto"; or
 - (2) After it is moved from the "hired auto" or "non-owned auto" to the place where it is finally delivered by the insured.
- e. "Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the "hired auto" or "non-owned auto".

C. For the purposes of this endorsement only, **SECTION II. WHO IS AN INSURED** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- 1. You.
- 2. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while the "non-owned auto" is being used in your operations.
- 3. Any other person or organization while using a "hired auto" or a "non-owned auto" with your permission, but only if their use is within the scope of your permission. With respect to "loading and unloading", only you or your "employees" or "volunteer workers" are insured.
- 4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.

None of the following is an insured:

- 1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" or co-"volunteer worker" of such person injured in the course of employment.
- 2. If you are an individual, you with respect to any "auto" owned by you or a member of your household.
- 3. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household.
- 4. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate.
- 5. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee.
- 6. Any person or organization 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.

D. The following changes apply to **SECTION III. LIMITS OF INSURANCE**:

- 1. Subparagraph 2.c. is amended to read:
 - c. Damages under **COVERAGE B** and the **HIRED AUTO AND NON-OWNED AUTO LIABILITY COVERAGE**.
- 2. Subparagraph 5.a. is amended to read:
 - a. Damages under **COVERAGE A** and the **HIRED AUTO AND NON-OWNED AUTO LIABILITY COVERAGE** and

E. For the purposes of this endorsement only, the definition of "insured contract" in **SECTION V. DEFINITIONS** is amended by the addition of the following:

- 14. "Insured contract" means that part of any contract or agreement entered into, as part of your operations, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented

or leased by you or any of your “employees”.

F. For the purposes of this endorsement only, the following are added to SECTION V. DEFINITIONS:

1. “Auto business” means the business or occupation of selling, repairing, servicing, storing, or parking “autos”.
2. “Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, your “volunteer workers”, your partners or your “executive officers”, or members of their households.
3. “Non-owned auto” means any “auto” you do not own, lease, hire, rent, or borrow which is used in connection with your operations. This includes “autos” owned by your “employees”, your “volunteer workers”, your partners or your “executive officers”, or members of their households, but only while used in your operations.

WATER OR WASTEWATER PROFESSIONAL ACTIVITY LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

- A. SECTION I. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is extended to apply to:

Damages arising out of an act, error or omission which arises from your "water or wastewater professional activity". Any such act, error or omission shall be considered one "occurrence".

This insurance applies only if:

1. The damages are caused by an "occurrence" arising out of your "water or wastewater professional activity" and
2. The "water or wastewater professional activity" occurs in the "coverage territory" during the policy period; and
3. The "water or wastewater professional activity" results in "bodily injury" or "property damage".

- B.** For the purposes of the coverage provided by this endorsement, the following changes are made to Paragraph 2. **Exclusions Applicable to Coverage A.** under **SECTION I. COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. Exclusion bb. **Water or Wastewater Professional Activity** does not apply.
2. The following exclusions are added:

Criminal Acts

Injury arising out of a criminal act (except "sexual abuse" which is excluded in the Sexual Abuse exclusion below) committed by the insured or any person for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

Fines and Penalties

All fines, late charges, violation assessments, or any similar type of penalty.

- C.** For the purposes of the coverage provided by this endorsement, the following is added to Paragraph 3. of **SECTION II – WHO IS AN INSURED:**
- d. **COVERAGE A** does not apply to an "water or wastewater professional activity" that took place before you acquired or formed the organization.

Named Insured:
DRAINAGE DISTRICT #3

Policy Number: GPNU-PF-0024544-06/000
Policy Period: From 10-09-2026
To 10-09-2027

**PUBLIC OFFICIALS AND MANAGEMENT LIABILITY
COVERAGE PART DECLARATIONS**

LIMITS OF INSURANCE

Aggregate Limit	\$3,000,000	Coverage A and B Combined
Coverage A	\$1,000,000	Each Wrongful Act or Offense
Coverage B	\$5,000	Each Action for Injunctive Relief
Coverage A Deductible	\$0	Each Wrongful Act or Offense

Estimated Coverage Part Premium: \$ 750.00

PUBLIC OFFICIALS AND MANAGEMENT LIABILITY FORMS

See Schedule of Forms and Endorsements.

PUBLIC OFFICIALS AND MANAGEMENT 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 coverage part 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 coverage part. The words “we,” “us” and “our” refer to the company providing this insurance. The words “policy period” mean the term of duration of the policy shown in the Declarations.

The word “insured” means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I. COVERAGES

COVERAGE A. INSURING AGREEMENT - LIABILITY FOR MONETARY DAMAGES

1. We will pay those sums that the insured becomes legally obligated to pay as monetary damages arising out of a “wrongful act”, or an “employment practices” offense, or an offense in the “administration” of your “employee benefit plans”, to which this insurance applies. We will have the right and duty to defend any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for a “wrongful act” or an “employment practices” offense or an offense in the “administration” of your “employee benefit plans” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act”, “employment practices” offense or an offense in the “administration” of your “employee benefit plans” and settle any “claim” or “suit” that may result. But:

- a. The amount we will pay for damages is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
- b. 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 and B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for below under **Supplementary Payments**. However, we may, prior to any “claim” or “suit” and at our sole discretion and expense, help you with an Equal Employment Opportunity Commission investigation, or an equivalent state or local agency investigation. If we choose to help you with an investigation, our help will be strictly voluntary, and we may discontinue it at any time. You agree that our help does not admit, confirm, waive, estop, or in any way represent a determination of coverage of any alleged employment related violation

2. This insurance applies to “wrongful acts” or offenses only if:
 - a. The “wrongful act” or offense takes place in the “coverage territory” during the policy period; and
 - b. Prior to the policy period, no insured listed in Paragraph 1. and 2.a. of **SECTION III. WHO IS AN INSURED** and no insured authorized by you to give or receive notice of a “wrongful act”, offense

or "claim" knew that the "wrongful act" or offense had taken place, in whole or in part. If such a listed insured knew, prior to the policy period, that the "wrongful act" or offense had taken place, then any continuation, change or resumption of such "wrongful act" or offense during or after the policy period will be deemed to have been known prior to the policy period.

3. "Wrongful acts" or offense will be deemed to have been known to have taken place at the earliest time when any insured listed in Paragraph 1. and 2.a. of **SECTION III. WHO IS AN INSURED** or any insured authorized by you to give or receive notice of a "wrongful act", offense or claim:
 - a. Reports all, or any part, of the "wrongful act" or offense to us or any other insurer;
 - b. Receives a written or verbal demand or "claim" for damages because of the "wrongful act" or offense; or
 - c. Becomes aware by any other means that "wrongful act" or offense has taken place or has begun to take place.

COVERAGE A. 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 \$500 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 earned on that part of any judgment within our limit of insurance 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.

COVERAGE B. INSURING AGREEMENT - DEFENSE EXPENSE FOR INJUNCTIVE RELIEF

1. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of a "wrongful act", an "employment practices" offense, or an offense in the "administration" of your "employee benefit plans" to which this insurance applies. However:

- a. The amount we will pay for “defense expense” is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
- b. We have no obligation to arrange or provide the defense for any action for “injunctive relief”.
No other obligation or liability to pay sums or perform acts or services is covered.

2. This insurance applies only if:

- a. The action seeking “injunctive relief” is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;
- b. Such action is filed during the policy period; and
- c. The insured:
 - (1) First notifies us as soon as practicable after retaining counsel to respond to such action but in no case later than 60 days after the end of the policy period; and
 - (2) Is reasonably expedient in requesting us to pay the “defense expense”.

3. All actions based on or arising out of the same or related “wrongful acts” or offenses shall be considered one action for “injunctive relief” regardless of the number of:

- a. Insureds;
- b. Plaintiffs;
- c. Demands asserted; or
- d. Injunctions, temporary restraining orders or prohibitive writs.

Related “wrongful acts” or offenses shall include “wrongful acts” or offenses which are the same, related or continuous, or which arise from a common nucleus of facts.

SECTION II. EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** to:

1. **Other Applicable Coverage**

Any “wrongful act” or offense which is insured by any other policy or policies except:

- a. A policy purchased to apply in excess of this coverage part; or
- b. That portion of monetary damages otherwise covered by this coverage part which exceeds the limits of liability of such other policy or policies, subject to the Other Insurance Condition in **SECTION VI. CONDITIONS**.

2. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

3. **Attorneys Fees and Court Costs**

Any award of costs or fees which arises out of an action for “injunctive relief”.

4. Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage", or "personal and advertising injury" except when resulting from a covered "employment practices" offense.

5. Bonds

Any obligation related to a fidelity bond or a surety bond.

6. Claims Against Other Insureds

Any actions for "injunctive relief" or "claims":

- a. By a Named Insured against any other insured; or
- b. By one Named Insured against another Named Insured.

7. Compliance with ADA Requirements

Costs or expenses incurred as a result of physical modifications made to accommodate persons with disabilities as required by:

- a. The Americans with Disabilities Act of 1990; or
- b. Any federal, state, or local disability discrimination or accommodation laws or regulations; including subsequent amendments or any regulations promulgated thereunder.

8. Contracts

Any amount actually or allegedly due under the terms of any contract for the purchase of goods or services or any payment or performance contract, other than an employment contract.

9. Contractual Liability

Damages, loss or expense based upon, attributed to, arising out of, in consequence of, or in any way related to any contract or agreement to which the insured is a party or a third-party beneficiary, including, but not limited to, any representations made in anticipation of a contract or any interference with the performance of a contract.

10. Criminal Acts

Damages, loss or expense arising out of or contributed to by any fraudulent, dishonest, criminal or malicious act of the insured (except for "sexual abuse" which is excluded in the Sexual Abuse exclusion below), or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

11. Debt Financing

Damages, loss or expense arising out of or contributed to by any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.

12. Employment Contracts

Any amount actually or allegedly due under the terms of any contract of employment for a definite term, or as severance pay under any contract of employment.

13. ERISA, COBRA and WARN Act Liability

Damages, loss or expense arising out of or contributed to by any insured's obligations under:

- a. The Employee Retirement Income Security Act of 1974 (ERISA);
- b. The Comprehensive Omnibus Budget Reconciliation Act (COBRA);
- c. The Worker Adjustment and Retraining Notification Act (WARN); or
- d. Any similar federal, state, or local laws or regulations;

including subsequent amendments or any regulations promulgated thereunder.

14. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to the extent coverage is provided for the "administration" of "employee benefit plans".

15. Fines

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

16. Fungi or Bacteria

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

17. Governmental Enforcement Action

Damages, loss or expense arising from an insured's willful violation of any federal, state, or local law, rule, or regulation.

18. Law Enforcement

Damages, loss, or expense arising out of any "law enforcement activity". This exclusion does not apply to an "employment practices" offense or an offense in the administration of "employee benefit plans" involving your law enforcement agency.

19. Lead, Electromagnetic Radiation, Nuclear

- a. Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (1) The toxic properties of lead, or any material or substance containing lead; or
 - (2) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

- b. Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

20. Performance of Employee Benefit Plans

Any “employment practices” offense or any offense in the “administration” of “employee benefit plans” arising out of:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other “employee benefit plan”;
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of the insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under “employee benefit plans” or the providing, handling or investment of funds;
- e. The liability of others which is assumed by the insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any “claim” for the return of compensation paid by the insured if a court determines that the payment was illegal; or
- g. Any “claim” for benefits that are lawfully paid or payable to a beneficiary from the funds of an “employee benefit plan”.

21. Pollution

- a. Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- b. This insurance does not apply to 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”.

22. Preparation of Bid Specifications

Damages arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.

23. Professional Health Care

Damages, loss or expense arising out of providing or failing to provide “professional health care services”.

24. Professional Liability

Damages, loss or cost arising out of the rendering of, or failure to render of professional services by a lawyer, engineer, architect or surveyor, except that this exclusion will not apply to "claims" made against insureds while acting solely as public officials or "employees" and not in their professional capacities as a lawyer, engineer, architect, surveyor, or medical personnel.

25. Profit, Advantage or Remuneration

Any loss, cost or expense based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled.

26. Public Use of Property

Damages, loss or expense arising from any method or proceeding used to take control of private property for public use including condemnation, adverse possession, and dedication by adverse use or inverse condemnation.

27. Publications and Pronouncements

Damages, loss or expense based upon, attributable to, or arising out of "wrongful acts" resulting from:

- a. Publications or pronouncements, including material placed on the Internet or on similar electronic means of communication, concerning any organization or business enterprise or their products or services made by or at the direction of the insured with the knowledge of its falsity; or
- b. Printing of periodicals, advertising matter, or any or all jobs taken by any insured to be printed for a third party when the periodicals, advertising matter or other printing is not within the scope of the organization's own activities.

28. Sexual Abuse

- a. "Sexual abuse" of any person; or
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failing to so report; or
 - (5) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (a) above.

29. Specific Operations

"Wrongful act" or offense arising from the ownership, operation, maintenance, entrustment to others, or use of any:

- a. School;
- b. Hospital or medical clinic;
- c. Nursing home, convalescent home, or home for the aged, handicapped or orphaned;
- d. Mental or psychiatric institution or institution for the restraint or treatment of substance abusers;
- e. Airport or similar facility;
- f. Port or similar facility;
- g. Public housing authority or project;
- h. Gas or electric generation facility; or

- i. Sanitary landfill, dump, or other permanent waste disposal facility.

30. Strikes, Riot, Civil Commotion or Mob Action

Damages, loss or expense arising out of or contributed to by any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

31. Tax Assessments

Damages, loss or expense arising out of or contributed to by any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

32. Wage and Hour Laws

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act of 1938, as amended, or any other wage or hour law.

33. Water Or Wastewater Professional Activity

Damages, loss, or expense arising out of an act, error or omission from your “water or wastewater professional activity” that also results in “bodily injury” or “property damage”.

34. Workers’ Compensation and Similar Laws

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

SECTION III. 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. However, if you are a public entity, you are insured as a partner in a partnership or as a joint venturer in a joint venture, but only if the partnership or joint venture is between you and another governmental organization or non-profit entity. Coverage does not extend to a partnership or joint venture that operates, controls, or funds a school, hospital or medical clinic, nursing home, airport, port, public housing, gas or electric generation facility.
- 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 public entity, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are insureds, provided that you operate, control, and fund the authority, board, commission, district, or other governmental unit. Coverage does not extend to an authority, board, commission, district, or other governmental unit that operates, controls, or funds

- a school, hospital or medical clinic, nursing home, airport, port, public housing, gas or electric generation facility.
- f. 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. **Elected or appointed officials.** Your elected and appointed officials, including elected and appointed officials of your operating authorities, boards, commissions, districts, or other governmental units but only for acts within the course and scope of their duties for the insured public entity or its operating authorities, boards, commissions, districts or other governmental units.
- b. **Volunteer workers or employees.** Your “volunteer workers” only while performing duties related to the conduct of your operations, 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 operations. 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 operations, or to your other “volunteer workers” while performing duties related to the conduct of your operations;
- (b) To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above; or
- (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 Paragraphs (1)(a) or (1)(b) above.
- (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).
- c. **Mutual Aid Agreements.** Any persons or organizations providing service to you under any mutual aid or similar agreement.
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; and
- b. Coverage does not apply to a “wrongful act”, “employment practices” offense or offense in the “administration” of your “employee benefit plans” that took place before you acquired or formed the organization or of which you had notice or knowledge.
- 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 IV. 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 Aggregate Limit is the most we will pay for the sum of:
 - a. Monetary damages under **Coverage A**; and
 - b. "Defense expense" under **Coverage B**;
3. Subject to 2. above, the Each "Wrongful Act" or Offense limit is the most we will pay under **Coverage A** for the sum of all monetary damages arising out of the same or related offenses or "wrongful acts".
4. Subject to 2. above, the Each Action for "Injunctive Relief" limit is the most we will pay under **Coverage B** for all "defense expense" arising out of all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
5. The Aggregate Limits 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.
6. Our obligations under this coverage part end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages or "defense expense" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

SECTION V. YOUR DEDUCTIBLE

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any Deductible Amount shown in the policy declarations for **Coverage A**.

1. Limits of Insurance applicable to each "wrongful act", "employment practices" offense, or an offense in the "administration" of your "employee benefit plans" will be reduced by the Deductible Amount. However, the policy aggregate limit will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to each "wrongful act", to each "employment practices" offense, or to each offense in the "administration" of your "employee benefit plans" and applicable "loss adjustment expense" regardless of the number of insureds, persons, or organizations making "claims" or bringing suits, or "claims" made or "suits" brought because of such "wrongful act", "employment practices" offense, or offense in the "administration" of your "employee benefit plans".
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those "damages"; and
 - b. Your duties in the event of a "wrongful act", "claim", or "suit"

apply irrespective of the application of the Deductible Amount.

4. 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 paid by us.

SECTION VI. CONDITIONS

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

1. Bankruptcy

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

2. Duties in the Event of a "Wrongful Act", Offense, "Claim" or "Suit"

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" or offense which may result in a "claim" or "suit". To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act" or offense took place; and
 - (2) The names and addresses of any persons seeking damages or of any witnesses.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.
- b. 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, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damages to which this insurance may also apply.
- c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- d. Notice shall be deemed given as soon as practicable if it is given by any person to whom you have delegated such responsibility as soon as practicable after they become aware of a "wrongful act" or offense.

3. Duties in the Event of a Request to Pay "Defense Expense" for "Injunctive Relief"

- a. You must see to it that we are notified as soon as practicable of an action or proceeding which may give rise to a request for us to respond for "defense expense". To the extent possible, notice should include:
 - (1) The plaintiff in the action;
 - (2) The court or agency involved;
 - (3) The relief being sought; and
 - (4) The date of the action and any underlying demand.

- b. You and any other involved insured must:
 - (1) Immediately send us copies of any legal papers received in connection with the action and any underlying demand;
 - (2) Cooperate with us in the determination of any “defense expense” which may be covered by this insurance; and
 - (3) Submit a request for us to pay any covered “defense expense”.

4. 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 or “defense expense” 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 or “defense expenses” that are not payable under the terms of this coverage part or that are in excess of the applicable Limit of Insurance. Under **Coverage A**, an agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss or “defense expense” we cover under this coverage part, this insurance is excess over any of the other insurance and its deductible or self-insured retention provisions, whether primary, excess, contingent or on any other basis.

6. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
- b. That information is based upon representations you made to us in the application for this insurance. This application forms the basis of our obligations under this coverage part; and
- c. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.

7. Separation of Insureds

Except with respect to the Limit of Insurance as described in **SECTION IV**, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

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

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 such non-renewal not less than 30 days before the expiration date. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII. DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Claim" means written or oral notice, including "suit", from any party, that it is their intention to hold the insured responsible for damages arising out of a "wrongful act" or offense by the insured.
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Defense expense" means under **Coverage B**, fees or expenses incurred by the insured for:
 - a. Legal fees charged by the insured's attorney;
 - b. Court costs;
 - c. Expert witnesses; and
 - d. The cost of court bonds, but we do not have to furnish these bonds."Defense expense" does not include:
 - (1) Any salaries, charges or fees for any insured, insured's "volunteer workers" or "employees", or former "volunteer workers" or "employees"; or
 - (2) Any expenses other than a., b., c. and d. above.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Employee benefit plans" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, "employee" stock subscription plans, "employee" travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to "employees" or "volunteer workers".
8. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former "volunteer worker" or "employee", including:
 - a. Failing to hire or refusing to hire;

- b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of “volunteer workers” or “employees”;
 - e. Negligent evaluation of “volunteer workers” or “employees”;
 - f. Retaliation against “volunteer workers” or “employees” for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including “sexual harassment”; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
9. “Executive Officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. “Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by “fungi”.
11. “Injunctive relief” means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.
12. “Law enforcement activity” means the activities of any insured while acting as a law enforcement official, officer, auxiliary officer, “employee”, or “volunteer worker” of the law enforcement agency or department of the Named Insured. “Law enforcement activity” does not include your operations related to any building, code, license, permit, health, sanitation, animal control, safety, planning or zoning enforcement.
13. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
14. “Loss adjustment expense” means those expenses incurred to adjust a “claim” which includes fees paid to attorneys, experts, investigators or independent adjusters used to defend a “claim” and other court costs such as legal fees, etc. It does not include the cost of our salaried claims staff or their office expenses.
15. “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, or any other interference with real property rights;
 - 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.
16. "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.
17. "Professional health care services" means:
- a. Providing medical or nursing services;
 - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d. Handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport,
 - (2) During transport, and
 - (3) From the means of transport to the place where they are finally delivered;
 - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
18. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; and
 - b. Loss of use of tangible property that is not physically injured but results from a. above.
19. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
20. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury, but only when:
- a. Submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. Such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
21. "Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" 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 civil alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

But “suit” does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

22. “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.
23. “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.
24. “Water or wastewater professional activity” means an act, error or omission which arises from your activities as a water or wastewater district, water utility, or any other entity whose primary duty is the treatment and distribution of “potable water”, or the collection and treatment of wastewater.
25. “Wrongful act” means any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, by any insured in discharge of their duties individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC USE OF PROPERTY EXCLUSION WITH INVERSE CONDEMNATION EXCEPTION

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

The **Public Use of Property** exclusion under **SECTION II. EXCLUSIONS** is replaced with the following:

Public Use Of Property

Damages, loss or expense arising from any method or proceeding used to take control of private property for public use including condemnation, adverse possession, or dedication by adverse use.

EXCLUSION ELECTRONIC INFORMATION SECURITY EVENT

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

1. The following exclusion is added to **Section II – Exclusions**:

We will not pay for any loss resulting from any "claim" based upon, attributable to, or arising out of, an "electronic information security event".

2. The following definitions are added:

"Electronic information security event" means:

- (1) Transmission of malware from your "computer system" to a third party.
- (2) The inability of an authorized user to access your web site or your "computer system" because of a denial of service attack.
- (3) A "personal identity event", but this is limited to information that is obtained or released directly from:
 - (a) Your "computer system"; or
 - (b) The "computer system" of an entity that has such information under a formal agreement with you.
- (4) A "corporate privacy event", but this is limited to information that is obtained or released directly from:
 - (a) Your "computer system"; or
 - (b) The "computer system" of an entity that has such information under a formal agreement with you.

As used in this definition, a denial of service attack means an intentional attack on a web site or a computer network that prevents or slows down access to the web site or computer network.

"Computer system" means the following:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or hand held devices, electronic storage devices and related peripheral components;
 - (2) Systems and applications software;
 - (3) Communications networks (including the internet, intranets, extranets or virtual private networks) to the extent used by the items in (1) and (2) above;
- by which "electronic data" is collected, transmitted, processed, stored or retrieved; and
- (4) "Computer system" includes "electronic data" that is:
 - (1) Stored on any of the items described in item (1) above; or
 - (2) Temporarily outside of the "computer system" for use by an insured or an employee of an entity that has such information under a formal agreement with you.

"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. This includes such information, facts or programs only while they are in an electronic format.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

“Personal identity event” means:

- (1)** Unauthorized disclosure by you of “personally identifiable information” or your failure to protect “personally identifiable information” from misappropriation.
- (2)** Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “personally identifiable information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from **(1)** above; or
- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “personally identifiable information”, but only if:
 - (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
 - (b)** The violation is not willful.

“Personally identifiable information” means any of the following in your care, custody or control:

- (1)** Information from which an individual may be uniquely and reliably identified or contacted, including an individual’s name, telephone number, social security number, drivers license number, state identification number, account relationships, account numbers, account balances, account histories, access codes, and passwords;
- (2)** Information concerning an individual that would be considered nonpublic personal information within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 as implemented and amended; and
- (3)** Information concerning an individual that would be considered protected health information within the Health Insurance Portability and Accountability Act of 1996 as implemented and amended.

“Corporate privacy event” means:

- (1)** Unauthorized disclosure by you of “confidential corporate information” or your failure to protect “confidential corporate information” from misappropriation;
- (2)** Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “confidential corporate information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from **(1)** above; or
- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “confidential corporate information”, but only if:
 - (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
 - (b)** The violation is not willful.

“Confidential corporate information” means any commercial trade secret, data, design, interpretation, forecast, formula, method, practice, process record, report or other item of information of a non-insured third party, and which is:

- (1)** In your care, custody or control;
- (2)** Not available to the general public; and
- (3)**
 - (a)** Provided to you under a mutually agreed to written confidentiality/non-disclosure agreement; or
 - (b)** Marked confidential or otherwise specifically designated in writing as confidential by such third party.

AMENDMENT OF PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

The Professional Liability Exclusion under **Section II. Exclusions** is deleted and replaced by the following:

Professional Liability

- a.** Damages, loss or cost arising out of the rendering of or failure to render professional services by a lawyer, engineer, architect, surveyor or medical personnel, except that this exclusion will not apply to “claims” made against insureds while acting solely as public officials or “employees” and not in their professional capacities as a lawyer, engineer, architect, surveyor or medical personnel.
- b.** This exclusion does not apply to the professional services listed in **a.** that are provided to you by “employees”, except medical personnel, while acting within the scope of their duties on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS MANAGEMENT LIABILITY COVERAGE PART

PUBLIC OFFICIALS MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

1. The following exclusion is added to SECTION II - EXCLUSIONS:

This insurance does not apply under either Coverage **A** or Coverage **B** to:

Any offense, or "wrongful act", or "defense expense" or to any obligation or expense whatsoever arising out of, related to, or attributed in any way to, any "Perfluoroalkyl Or Polyfluoroalkyl Substance", regardless of any act, omission, or status of any insured or any other entity.

2. For the purposes of this endorsement, the following definition is added to SECTION VIII - DEFINITIONS:

"Perfluoroalkyl Or Polyfluoroalkyl Substance" means any 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 perfluoroalkyl acids (PFAA) and perfluorooctane sulfonic acid (PFOS) and their salts, perfluoropolyethers (PFPE); fluorotelomer-based substances, and side-chain fluorinated polymers as well as any homologue, isomer, telomer, salt, derivative, precursor, degradation product, or by-product of any of these substances.

"Perfluoroalkyl Or Polyfluoroalkyl Substance " also means any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any substance described in the previous sentence.

EXCLUSION – CONFIDENTIAL INFORMATION

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS MANAGEMENT LIABILITY COVERAGE PART

PUBLIC OFFICIALS MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

A. The following is added to SECTION II. EXCLUSIONS:

This insurance does not apply under either **Coverage A** or **Coverage B** to:

Confidential Information

Any injury, damage, expense, cost, loss, liability, or legal obligation alleged as a result of, arising out of, based upon, or attributable in any way to:

- (1) Any violation of a “data privacy law”; or
- (2) Except to the extent that a “claim” is for an “employment practices” offense other than employment-related misrepresentation(s) to or employment-related invasion of privacy of an actual, prospective, or former volunteer or employee of an insured as described in subparagraphs **d.** and **e.** of the definition of “personal and advertising injury”, any:
 - (a) Failure to protect “confidential information”;
 - (b) Wrongful access, obtainment, collection, disclosure, destruction, processing, profiling, retention, sale, sharing, storage, or use of “confidential information”; or
 - (c) Failure to comply with those parts of an insured's privacy policy that relate to the manner in which an insured accesses, obtains, collects, discloses, destroys, processes, retains, protects, sells, shares, stores, uses, or provides access to, “confidential information”.

B. The following definitions are added to SECTION VIII. DEFINITIONS:

“Confidential information” means any information relating to an identified or identifiable individual or household including, without limitation, information from which an individual may be uniquely and reliably identified or contacted. “Confidential Information” includes, but is not limited to, biometric information, biometric identifiers, or biometric data.

“Data privacy law” means:

- (1) The Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the General Data Protection Regulation ((EU) 2016/679 (GDPR)), the New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act), Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLB), or any similar federal, state, local or foreign law or amendment to a law and any rules or regulations of the foregoing promulgated thereunder and amendments thereto; or
- (2) That part of any federal, state, local, or foreign law governing or relating to the access, obtainment, collection, disclosure, destruction, processing, retention, protection, profiling, sale, sharing, storage, or use of “confidential information”.

AMENDATORY ENDORSEMENT INJUNCTIVE OR DECLARATORY RELIEF

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

1. The definition of “injunctive relief” under the **Definitions Section** is replaced by the following:

“Injunctive or declaratory relief” means:

- a. Equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured; or
 - b. Any request that a court make a finding of law or fact, provided such action is filed during the policy period.
2. All instances of the defined term “injunctive relief” appearing throughout the coverage part are replaced with the defined term “injunctive or declaratory relief”.

AMENDATORY ENDORSEMENT EEOC ADMINISTRATIVE HEARINGS COVERAGE

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

1. The definition of "suit" under the **Definitions Section** is replaced by the following:

"Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" 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.
- c. With respect to an "employment practices" offense only, an administrative proceeding commenced with the Equal Employment Opportunity Commission, or its state equivalent.

But "suit" does not mean any ethical conduct review, disciplinary action or licensing action.

2. The last paragraph of 1. under **Section I – Coverages, Coverage A – Insuring Agreement – Liability for Monetary Damages** is replaced by the following:

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

CLAIM REPORTING

Successful claim handling begins with prompt notification. Incidents that will or might give rise to a claim should be immediately reported to your agent. The agent will relay pertinent information to Glatfelter Claims Management, Inc. (GCM). Minimum information needed is:

- Name and telephone number of insured contact person.
- Date, time and location of the accident or incident.
- Description of how the incident occurred.
- Description of the vehicle or property involved.
- Description of the damage and/or injuries.
- Description of any other automobiles, property, persons and witnesses involved, including addresses and telephone numbers, if available.
- If known, the name and incident report number of the responding police department or other authority.

Do not delay reporting an incident to your agent waiting on information such as a police report, repair estimate, or other claim details. When additional information is obtained, it should be promptly reported to your agent or the claim handler assigned by GCM.

Should a claim arise, some important points to remember are:

- Provide assistance to injured persons.
- Protect property from further damage.
- Do not divulge information to anyone other than the assigned claim handler or GCM's authorized representative.
- If a lawsuit is filed, contact your agent immediately who will transmit copies to GCM.

If an after-hours emergency should arise, please contact our office for assistance.

Glatfelter Claims Management, Inc.
P.O. Box 5126
York, PA 17405
Telephone: (800) 233-1957
Claims Fax: (717) 747-7051
E-Mail: claims@glatfelters.com

License Number: 2D89880 (California only)

Glatfelter Claims Management, Inc., a division of Glatfelter Insurance Group, is a wholly owned, third-party claims administrator charged with the handling of claims for Glatfelter Public Entities, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa.

Glatfelter[®]

PUBLIC ENTITIES

(800) 233-1957

www.GlatfelterPublicEntities.com

IDAHO NOTICE TO POLICYHOLDERS

IMPORTANT NOTICE

You may contact the Idaho Department of Insurance by writing, calling or going online to:

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

POLICYHOLDER NOTICE

Taxes, Assessments and/or Surcharges

The taxes, assessments and/or surcharges shown on the declarations page or any premium schedule are collected on behalf of the applicable State(s) and in accordance with such State's laws and regulations. The payment of these taxes, assessments and/or surcharges is the responsibility of the Named Insured. In the event the applicable State implements a new tax, assessment and/or surcharge or increases such tax, assessment and/or surcharge during the term of this policy, the Named Insured shall remain responsible for the payment of all amounts due under the policy, including those newly implemented or increased taxes, assessments and/or surcharges.

Any newly implemented or increased taxes, assessments and/or surcharges shall apply on the effective date dictated by the applicable State regardless:

1. Of when the Insurance Company implements the new or increased tax, assessment or surcharge into its systems; or
2. If the Insurance Company recalculates the Named Insured's premium in accordance with the policy's terms and conditions as part of a premium audit after the end of the policy period.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

FACTS**Why?****What?****How?****WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

Who we are

Who is providing this notice? The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

What we do

How does AIG protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIG collect my personal information? We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, CIPrivacy@aig.com.