

8/22/2023

Quote

INSURED:	PRODUCER:
City of North Las Vegas 2250 Las Vegas Blvd. N. North Las Vegas, NV 89030	Apex Insurance Services 411 East 3rd Avenue Suite 300 Eugene, OR 97401

We are pleased to offer this quotation based on the information submitted. The terms and conditions offered may differ from that requested in your submission. This quotation is valid until the effective date of coverage shown in the policy period below.

Company: Gemini Insurance Company (A+ XV)

Coverage Form: Berkley Public Entity Premier - Public Entity Retained Limits Policy

Policy Period: 11/01/2023 to 11/01/2024

Policy Number: TBD

Prior Policy Number: PEM0000268-01

Coverage	Limits	
A - General Liability	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
B - Law Enforcement Activities	Each Wrongful Act	\$5,000,000
	Aggregate	\$5,000,000
	(Included in A - General Liability Aggregate)	
C - Public Officials, Employment Practices & Employee Benefits Liability	VIA ENDORSEMENT	
C.1. Public Officials Liability	VIA ENDORSEMENT	
C.2. Employment Practices Liability	VIA ENDORSEMENT	
C.3. Employee Benefits Liability	VIA ENDORSEMENT	
D - Limited Sexual Misconduct Incident Liability	VIA ENDORSEMENT	
E - Automobile Liability	Each Accident	\$5,000,000
F - Crisis Management Expense	Each Crisis Event	\$35,000
	Aggregate	\$35,000

Self-Insured Retention	Limits	
A - General Liability	Each Occurrence	\$1,500,000
B - Law Enforcement Activities	Each Wrongful Act	\$1,500,000

C - Public Officials, Employment Practices & Employee Benefits Liability	VIA ENDORSEMENT
C.1. Public Officials Liability	VIA ENDORSEMENT
C.2. Employment Practices Liability	VIA ENDORSEMENT
C.3. Employee Benefits Liability	VIA ENDORSEMENT
D - Limited Sexual Misconduct Incident Liability	VIA ENDORSEMENT
E - Automobile Liability	Each Accident \$1,500,000

Retroactive Date

C - Public Officials, Employment Practices & Employee Benefits Liability	
C.1. Public Officials Liability	NOT APPLICABLE
C.2. Employment Practices Liability	NOT APPLICABLE
C.3. Employee Benefits Liability	NOT APPLICABLE
D - Limited Sexual Misconduct Incident Liability	NOT APPLICABLE

Optional Extended Reporting Period: (If exercised in accordance with Section VII)

Coverage Section

C - Public Officials, Employment Practices & Employee Benefits Liability

Additional Premium: NOT APPLICABLE

Additional Period: NOT APPLICABLE

D - Limited Sexual Misconduct Incident Liability

Additional Premium: NOT APPLICABLE

Additional Period: NOT APPLICABLE

Minimum Earned Premium at Inception: 35 %

Optional Terrorism Premium: \$7,800

Total Premium: \$550,000
(Excluding Terrorism if Applicable):

Commission:

Payment Plan: Full Pay

Claims Administrator: Self-Administer

Forms and Endorsements:

BPE 8000 09/22	Public Entity Retained Limits Policy Declarations
BPE 8002 08/22	Berkley Public Entity Premier Schedule of Forms and Endorsements
BPE 8001 12/22	Berkley Public Entity Premier Public Entity Retained Limit Form
BPE 8200 09/22	Signatures
BPE 8202 01/23	Service of Suit
BPE 8203 09/22	Exclusion of Certified Acts of Terrorism
BPE 8204 09/22	Cap on Losses from Certified Acts of Terrorism
BPE 8213 05/23	Biometric Information Exclusion
BPE 8300 09/22	Absolute Aircraft and Aviation Operations Exclusion
BPE 8325 01/23	Exception to Failure to Supply Exclusion - Limited Coverage
BPE 8326 09/22	Fire Damage Legal Liability to Premises Rented to You
BPE 8346 09/22	Waiver of Subrogation Where Required by Contract

BPE 8355 01/23	POL, EPL and EBL and SML Occurrence Coverage - Claim Expenses Included in the Limits
BPE 8606 03/23	Additional Insured - When Required by Written Contract - General Liability Coverage
IL P 001 01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
LOSS Notice 01/23	Loss Notice
RRE Notice 01/23	RRE Loss Notice

Comments: N/A

Terms and Conditions:

- Premium due per invoice specifications.
- You are the surplus lines broker of record. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines taxes and stamping fee (if applicable) are collected, reported and paid.

Subjectivities:

This authorization is subject to receipt and review of the following information within the time period(s) stated. Upon receipt and review of the items listed below, we reserve the right to modify these Terms and Conditions in accordance with our Underwriting Guidelines.

- TPA questionnaire (if not previously received or changed), Required within 30 Days of Binding.
- Receipt of signed and dated Policyholder Disclosure Notice (TRIA), attached hereto, Required Prior to Binding.
- We require that you send us a completed and signed 'Broker Responsible for Surplus Lines Filings Agreement'. If this agreement is not received AT BINDING, we reserve the right to cancel this quote or binder and any policy issued in connection with it. Required within 10 Days of Binding.
- Signed UM/UIM forms, Required within 30 Days of Binding.



Surplus Lines Disclosure Form

A separate form for each State in which premium is allocated must be completed and returned in order to bind coverage

Applicant Name and Address:

Insuring Company:

Line of Business:

Policy Term:

State:

Subject Premium:

The Surplus Lines Filings and all required taxes/fees will be processed by:

Name of Surplus Lines Broker:

(Individual's Name)

Company Name:

Licensee Address:

Surplus Lines Transaction #:
(including SLA, if applicable)

Surplus Lines License No.:

License Date: (Eff. and Exp.)

FEIN: (Required for FL and LA)

Person completing this form

Telephone Number

Date

NOTICE

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NEVADA SURPLUS LINES NOTIFICATION

NOTICE TO THE INSURED

<p>This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.</p>

BERKLEY PUBLIC ENTITY PREMIER

Crisis Management Expense Notice

This **policy** includes **Crisis Management Expense Coverage**. **You** must notify **us** via telephone at the **crisis management firm** contact information provided below within twenty-four (24) hours of an actual or anticipated **crisis event**. **You** must also provide **us** written notice of the **crisis event** as soon as practicable, but no later than thirty (30) days after the commencement of the **crisis event**. To the extent possible, the written notice should include:

- i. details regarding the location, time and how the **crisis event** took place;
- ii. the names and address of any affected persons and witnesses; and
- iii. the nature and location of any injury or damage arising out of the **crisis event**.

At **our** discretion, **we** may provide **you** with access to an approved **crisis management firm**, unless **we** agree to accept a **crisis management firm** that **you** have selected.

You must notify **us** of **crisis management expense** **you** incur within thirty (30) days of the date **you** first incur the subject **crisis management expense**. If **you** seek direct reimbursement for **crisis management expense**, **you** must submit a **claim** for reimbursement of **crisis management expense** within ninety (90) days after incurring such **crisis management expense**. Such **claim(s)** must include invoices and/or receipts supporting such **crisis management expense** for each and every expense in excess of twenty-five dollars (\$25).

Crisis Management Firm Contact Information:

Kendell Fitter – Head of Crisis Practice, Managing Director
Mobile phone: 646-784-5654
Office phone: 212-371-5999
e-mail: KMF@abmac.com

Marlies Dikkers – Vice President
Office phone: 212-371-5999
e-mail: MHD@abmac.com

Abigail Ruck – Senior Account Executive
Office phone: 212-371-5999
e-mail: AAR@abmac.com

Written Notice and Claim Submission

Any written notice or **claim** submission related to **crisis management expense** shall be mailed or delivered to:

Berkley Public Entity Claims
200 Princeton South Corporate Center
Suite 280
Ewing, NJ 08628

Please refer to the **policy** for additional details and obligations regarding **Crisis Management Expense Coverage**.

**BERKLEY PUBLIC ENTITY PREMIER
PUBLIC ENTITY RETAINED LIMITS POLICY**

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number:

Named Insured: City of North Las Vegas

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY AT INCEPTION

ENDORSEMENT NUMBER	FORM NUMBER	EDITION DATE	FORM TITLE
	BPE 8000	09/22	Public Entity Retained Limits Policy Declarations
	BPE 8002	08/22	Berkley Public Entity Premier Schedule of Forms and Endorsements
	BPE 8001	12/22	Berkley Public Entity Premier Public Entity Retained Limit Form
01	BPE 8200	09/22	Signatures
02	BPE 8202	01/23	Service of Suit
03	BPE 8203	09/22	Exclusion of Certified Acts of Terrorism
04	BPE 8204	09/22	Cap on Losses from Certified Acts of Terrorism
05	BPE 8213	05/23	Biometric Information Exclusion
06	BPE 8300	09/22	Absolute Aircraft and Aviation Operations Exclusion
07	BPE 8325	01/23	Exception to Failure to Supply Exclusion - Limited Coverage
08	BPE 8326	09/22	Fire Damage Legal Liability to Premises Rented to You
09	BPE 8346	09/22	Waiver of Subrogation Where Required by Contract
10	BPE 8355	01/23	POL, EPL and EBL and SML Occurrence Coverage - Claim Expenses Included in the Limits
11	BPE 8606	03/23	Additional Insured - When Required by Written Contract - General Liability Coverage
	IL P 001	01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
	LOSS Notice	01/23	Loss Notice
	RRE Notice	01/23	RRE Loss Notice

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY TABLE OF CONTENTS

PREAMBLE.....	2
SECTION I. COVERAGES	3
A. General Liability Coverage	3
B. Law Enforcement Activities Coverage.....	3
C. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage.....	3
D. Limited Sexual Misconduct Incident Liability Coverage.....	4
E. Automobile Liability Coverage	4
F. Crisis Management Expense Coverage	5
SECTION II. DEFENSE AND SETTLEMENT OF CLAIMS	6
SECTION III. WHO IS AN INSURED	7
SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE.....	9
A. Retained Limits.....	9
B. Limits of Insurance	9
SECTION V. EXCLUSIONS.....	12
A. Exclusions Applicable to All Coverages	12
B. General Liability Coverage Exclusions	22
C. Law Enforcement Activities Coverage Exclusions.....	25
D. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage Exclusions	25
E. Limited Sexual Misconduct Incident Liability Coverage Exclusions	28
F. Automobile Liability Coverage Exclusions.....	29
SECTION VI. DEFINITIONS	31
SECTION VII. EXTENDED REPORTING PERIOD	42
SECTION VIII. CONDITIONS	44

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

Various provisions in this **policy** restrict coverage. **SOME COVERAGE PROVIDED BY THIS POLICY IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS.** Please read the entire **policy** carefully to determine rights, duties and what is and is not covered.

Throughout this **policy** the words **you** and **your** refer to the **named insured** shown on the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such under the terms of **SECTION III. WHO IS AN INSURED**. Other words and phrases that appear in **bold** have special meaning. Refer to **SECTION VI. DEFINITIONS**.

This **policy** is based on and issued in reliance on the **application**. The **application** is deemed incorporated into this **policy** as though physically attached and constitutes a part of this **policy**. It is agreed that the statements, information and other material comprising the **application** are representations made by **you** or on **your** behalf and on behalf of all **insureds**.

SECTION I. COVERAGES

THIS POLICY PROVIDES THE FOLLOWING COVERAGES ONLY IF A LIMIT OF INSURANCE FOR SUCH COVERAGE IS SHOWN ON THE DECLARATIONS.

A. General Liability Coverage

We will pay on behalf of the **insured** those sums in excess of the **retained limit** that the **insured** becomes legally obligated to pay as **damages** for **bodily injury, property damage, personal injury** or **advertising injury** to which this insurance applies. This insurance applies only if the **bodily injury, property damage, personal injury** or **advertising injury**:

1. is caused by an **occurrence** that takes place in the Coverage Territory during the **policy period**;
2. the **bodily injury, property damage, personal injury** or **advertising injury** takes place during the **policy period**; and
3. prior to the **policy period**, no **insured** knew that the **bodily injury, property damage, personal injury** or **advertising injury** had occurred.

Our obligation under this coverage to pay for **damages** on the **insured's** behalf only applies after the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.

B. Law Enforcement Activities Coverage

We will pay on behalf of the **insured** those sums in excess of the **retained limit** that the **insured** becomes legally obligated to pay as **damages** for **bodily injury, property damage** or **personal injury** because of a **wrongful act** in **your law enforcement activities**. This insurance applies only if:

1. the **wrongful act** in **your law enforcement activities** takes place in the Coverage Territory during the **policy period**; and
2. the **bodily injury, property damage** or **personal injury** takes place during the **policy period**.

Our obligation under this coverage to pay for **damages** on the **insured's** behalf only applies after the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.

C. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage – CLAIMS MADE AND REPORTED

We will pay on behalf of the **insured** those sums that the **insured** becomes legally obligated to pay as **damages** in excess of the **retained limit** because of a **claim** for:

1. A **wrongful act** in the Coverage Territory that first took place on or after the retroactive date specified on the Declarations and before the end of the **policy period** if such **claim** is made by or on behalf of a person or organization other than **your employee(s)**.
2. A **wrongful act** in the Coverage Territory that first took place on or after the retroactive date specified on the Declarations and before the end of the **policy period** if such **claim** is made by or on behalf of any of **your employees** or applicants for employment by **you** for an **employment practices violation**.
3. A **wrongful act** in the **administration** of **your employee benefit program** that first took place in the Coverage Territory on or after the retroactive date specified on the Declarations and

before the end of the **policy period**, if such **claim** is made by or on behalf of any of **your employees**.

This insurance only applies if the **claim** is first made against the **insured** and reported to **us** during the **policy period** or, if applicable, the **extended reporting period**. However, a **claim** that is first made against the **insured** less than thirty (30) days before the end of the **policy period** may be reported to **us** within thirty (30) days after the end of the **policy period**.

All **claims** arising out of the same **wrongful act** or **interrelated wrongful acts** shall be deemed a single **claim** that was first made at the time the earliest of such **claims** was made regardless of whether such **claim** was first made before or after the **policy period** and regardless of the number of persons or entities making such **claims**.

Our obligation under this coverage to pay for **damages** on the **insured's** behalf only applies after the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.

D. Limited Sexual Misconduct Incident Liability Coverage – CLAIMS MADE AND REPORTED

We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay as **damages** in excess of the **retained limit** because of a **claim** for a **sexual misconduct incident**. This insurance only applies if:

1. the **claim** was first made against the **insured** and reported in writing to **us** during the **policy period** or, if applicable, the **extended reporting period**. However, a **claim** that is first made against the **insured** less than thirty (30) days before the end of the **policy period**, such **claim** may be reported to **us** within thirty (30) days after the end of the **policy period**;
2. the **sexual misconduct incident**, including any **sexual misconduct incident** arising out of **interrelated sexual misconduct**, took place in the Coverage Territory and first took place on or after the retroactive date stated on the Declarations and before the end of the **policy period**; and
3. before the effective date of this **policy**, **you** had no knowledge or could not have reasonably known of the **sexual misconduct** giving rise to the **claim**.

This coverage does not apply to any **insured** who actually or allegedly committed any act of **sexual misconduct**.

All **claims** arising out of the same **sexual misconduct** or **interrelated sexual misconduct** shall be deemed to arise out of the same **sexual misconduct incident** and shall be deemed a single **claim** that was first made at the time the earliest of such **claims** was made regardless of whether such **claim** was first made before or after the **policy period** and regardless of the number of persons or entities making such **claims**.

Our obligation under this coverage to pay **damages** on the **insured's** behalf only applies after the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.

E. Automobile Liability Coverage

We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay as **damages** for **bodily injury** or **property damage** in excess of the **retained limit** because of an **accident** taking place during the **policy period** and resulting from the ownership, maintenance or use of a **covered automobile** in the Coverage Territory.

Our obligation under this coverage to pay **damages** on the **insured's** behalf only applies after the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.

F. Crisis Management Expense Coverage

We will pay on **your** behalf **crisis management expense** that **you** incur because of a **crisis event** first occurring during the **policy period**, but only up to the **crisis management** limit stated on the Declarations and only if **you** have notified **us** of the **crisis management expense** within thirty (30) days of the date **you** first incur the subject **crisis management expense**. No **retained limit** shall apply to **crisis management expense**.

SECTION II. DEFENSE AND SETTLEMENT OF CLAIMS

The following terms apply to each **SECTION I. Coverage** provided by this **policy**, except **Coverage F. Crisis Management Expense**.

1. **We** have no duty to defend or to assume charge of the investigation or settlement of any **claim** or to pay any **claim expenses** for any **claim** before the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**. **We** do, however, have the right to associate with the **insured** in the defense of any **claim** which, in **our** sole opinion, may create an obligation for **us** under the terms of this **policy**. If **we** exercise this right, **we** will do so at **our** own expense.
2. **You** have the duty to defend any **claim** to which this **policy** applies and to pay **claim expenses** until the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.
3. **We** will assume charge of the defense of any **claim** to which this **policy** applies and pay **claim expenses** if the applicable **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**. **We** have no obligation to defend any **claim** or to pay **claim expenses** after the applicable Limit of Insurance has been exhausted.
4. **Claim expenses** that **you** pay for defense of **claims** to which this **policy** applies are included in and shall reduce the applicable **retained limit**. **Claim expenses** that **we** pay for defense of **claims** to which this **policy** applies are included in and shall reduce the applicable Limit of Insurance, except as provided in Paragraph 1., above.
5. **You** must obtain **our** prior written consent, which **we** shall not unreasonably withhold, before offering or agreeing to pay any amount to settle any **claim** that exceeds the applicable **retained limit**.
6. **We** have the right to settle any **claim** that in **our** sole opinion may create an obligation for **us** to pay **damages** under the terms of this **policy**. **We** may, in **our** sole discretion, advance part or all the applicable **retained limit** to effect the settlement of such a **claim**.

SECTION III. WHO IS AN INSURED

Each of the following is an **insured** subject to the limitations stated below.

1. **You.**
2. Any person or organization while acting as **your** real estate manager.
3. The following, but only with respect to and while acting within the course and scope of their duties for **you**:
 - a. all persons who were, are now, or shall become **your** lawfully elected or appointed officials;
 - b. current or former members of commissions, boards or other units that **you** operate and which are under **your** jurisdiction, provided such commissions, boards or other units are within the total operating budget stated in the **application**;
 - c. all of **your** current or former **employees**;
 - d. all persons or organizations providing service to **you** under a **mutual aid agreement**; and
 - e. all persons who perform a service for **you** on a volunteer basis, provided such performance is under **your** direction and control. No person working for or providing services to **you** on retainer or as an independent contractor, however, is an **insured** under this provision.
4. With respect to **mobile equipment**, any person is an **insured** under **SECTION I. COVERAGES, A. General Liability Coverage** while operating such equipment with **your** permission.
5. Any person is an **insured** under **SECTION I. COVERAGES, E. Automobile Liability Coverage** while operating a **covered automobile** with **your** permission.
6. Solely with respect to **SECTION I. COVERAGES, C. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage**, and subject to subparagraph c., below, the following are **insureds**:
 - a. **your** elected or duly appointed officials and **employees** serving as a director or officer of a non-profit organization created and operated under Section 501c(3) of the Internal Revenue Code of 1988, or as amended, for **wrongful acts** committed in their respective capacities as a director or officer of such non-profit organization, provided that:
 - i. the appointment of such officials and **employees** to serve as a director or officer of such non-profit organization is based solely upon such person's status as **your** official or **employee**; and
 - ii. **you** direct in writing that such official or **employee** serve as a director or officer of such non-profit organization prior to beginning such service;
 - b. **your** elected or duly appointed officials and **employees** while acting at **your** written request in the capacity as a duly appointed official of an outside entity which is recognized by the government as being tax-exempt.
 - c. Coverage under this **policy** for any person who qualifies as an **insured** under 6. a. or 6. b., above, shall be specifically excess over: (1) any indemnification provided by such outside entity to such persons; and (2) any insurance purchased by such outside entity covering such person, regardless of whether such insurance is written as primary,

contributory, excess or contingent, and notwithstanding any "other insurance" term contained in such policy.

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** on the Declarations.

SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE

A. Retained Limits

1. The **retained limits** shown on the Declarations or an endorsement to this **policy** apply separately to each coverage provided by this **policy**.
2. Each **retained limit** must be borne by **you** as an uninsured amount and at the **insured's** own risk. Payments made by any other insurer or other insurance on **your** behalf or on behalf of any other **insured** for either **damages** or **claim expenses** shall not erode or reduce any **retained limit**. Payments made by any **insured** for a deductible or retention under any other policy shall not erode or reduce any **retained limit** of this **policy**.
3. **We** have no obligation under this **policy** to pay **damages** or **claim expenses** for any **claim** unless the applicable **retained limit** has been fully exhausted in accordance with paragraph 2., above.
4. This **policy** will not drop down or apply to any **damages** or **claim expenses** within the applicable **retained limit** and **we** will not assume or satisfy any **insured's** obligations within the applicable **retained limit**.

B. Limits of Insurance

1. The Limits of Insurance shown on the Declarations or an endorsement to this **policy** and the provisions of this **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, B. Limits of Insurance** determine the most **we** will pay in excess of the applicable **retained limit** under each coverage of this **policy** regardless of the number of:
 - a. persons or organizations who are **insureds** under this **policy**;
 - b. **claims** against any and all **insureds**; or
 - c. persons or organizations making **claims**.
2. **Claim Expenses**
Claim expenses are included in and not in addition to the Limits of Insurance. Any **claim expenses** that **we** pay shall reduce the applicable Limit of Insurance except as provided in paragraph 1. of **SECTION II. DEFENSE AND SETTLEMENT OF CLAIMS**.
3. **Occurrence, Accident, Wrongful Act, Sexual Misconduct Incident or Claim Limits**
 Subject to paragraph 4. **Aggregate Limits**, below, the most **we** will pay for all **damages** and **claim expenses** resulting from any one **occurrence, accident, wrongful act, interrelated wrongful acts, sexual misconduct incident or claim** is as follows:
 - a. **General Liability**
 The Each Occurrence Limit is the most **we** will pay in excess of the **retained limit** for the total of all **damages** and **claim expenses** because of **bodily injury, property damage, personal injury** and **advertising injury** arising out of a single **occurrence** regardless of the number of **claims** or persons or organizations making **claims**.
 - b. **Law Enforcement Activities**
 The Each Wrongful Act Limit is the most **we** will pay in excess of the **retained limit** for the total of all **damages** and **claim expenses** because of **bodily injury, property damage or personal injury** arising out of a **wrongful act or interrelated wrongful acts** in **your law enforcement activities** regardless of the number of **claims** or persons or organizations making **claims**. All **claims** arising out of the same **wrongful act or interrelated wrongful**

acts in your law enforcement activities shall be subject to a single Each Wrongful Act Limit regardless of the number of **claims** or persons or organizations making **claims**.

c. Public Officials, Employment Practices and Employee Benefits Liability

- i. The Each Claim Limit is the most **we** will pay in excess of the **retained limit** for the total of all **damages** and **claim expenses** for any one **claim**. All **claims** arising out of the same **wrongful act** or **interrelated wrongful acts** shall be deemed one **claim** and a single Each Claim Limit shall apply to all such **claims**.
- ii. In the event that more than one of insuring agreements **C. 1.**, **C. 2.** and **C. 3.** apply to the same **claim** or **claims**, only a single Each Claim Limit shall apply to all such **claims**.

d. Limited Sexual Misconduct Incident Liability

The Each Incident Limit is the most **we** will pay in excess of the **retained limit** for the total of all **damages** and **claim expenses** arising out of a single **sexual misconduct incident**. All **claims** arising out of the same **sexual misconduct** or **interrelated sexual misconduct** shall be deemed to arise out of a single **sexual misconduct incident** and a single Each Incident Limit shall apply to all such **claims** regardless of:

- i. the number of persons with **bodily injury** resulting from the **sexual misconduct**;
- ii. the number of persons who actually or allegedly committed the **sexual misconduct**;
- iii. the number of locations where the **sexual misconduct** took place;
- iv. the number of **sexual misconduct** acts; or
- v. the period of time over which the **sexual misconduct** took place, including whether the **sexual misconduct** took place during, before or after the **policy period**.

e. Automobile Liability

The Each Accident Limit is the most **we** will pay in excess of the **retained limit** for the total of all **damages** and **claim expenses** for all **claims** arising out of any one **accident** regardless of:

- i. the number of persons with **bodily injury** or **property damage** resulting from the **accident**;
- ii. the number of **covered automobiles** or other vehicles involved in the **accident**;
- iii. the number of **insureds** actually or allegedly liable for the **accident**; or
- iv. premiums paid.

4. Aggregate Limits

a. General Liability Aggregate Limit – Including Law Enforcement Activities Aggregate Limit

The General Liability Aggregate Limit is the maximum **we** will pay for the total of all **damages** and **claim expenses** for all **claims** for **bodily injury**, **property damage**, **personal injury** or **advertising injury** under the General Liability and the Law Enforcement Activities coverages of this **policy**. The Law Enforcement Activities Aggregate Limit is included in, and not in addition to, the General Liability Aggregate Limit. Upon exhaustion of the General Liability Aggregate Limit, all of **our** obligations under the General Liability coverage and the Law Enforcement Activities coverage of this **policy** will end.

b. Law Enforcement Activities Aggregate Limit – Included in General Liability Aggregate Limit

The Law Enforcement Activities Aggregate Limit is the maximum **we** will pay for the total of all **damages** and **claim expenses** for all **claims** for **bodily injury, property damage or personal injury** under the Law Enforcement Activities coverage of this **policy**. The Law Enforcement Activities Aggregate Limit is included in, and not in addition to, the General Liability Aggregate Limit. Any payment **we** make under the Law Enforcement Activities coverage of the **policy** will reduce the General Liability Aggregate Limit of the **policy**. Upon exhaustion of the Law Enforcement Activities Aggregate Limit or the General Liability Aggregate Limit, whichever occurs first, all of **our** obligations under the Law Enforcement Activities coverage of this **policy** will end.

c. Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate Limit – Including Limited Sexual Misconduct Incident Liability Aggregate Limit

The Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate Limit is the maximum **we** will pay for the total of all **damages** and **claim expenses** for all **claims** under the Public Officials, Employment Practices Liability and Employee Benefits Liability coverage of this **policy**. The Limited Sexual Misconduct Incident Liability Aggregate Limit is included in, and not in addition to, the Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate Limit. Upon exhaustion of the Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate Limit, all of **our** obligations under the Public Officials, Employment Practices Liability and Employee Benefits Liability coverage and under the Limited Sexual Misconduct Incident Liability coverage of this **policy** will end.

d. Limited Sexual Misconduct Incident Liability Aggregate Limit – Included in Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate Limit

The Limited Sexual Misconduct Incident Liability Aggregate Limit is the maximum **we** will pay for the total of all **damages** and **claim expenses** for all **claims** under the Limited Sexual Misconduct Incident Liability coverage of this **policy**. The Limited Sexual Misconduct Incident Liability Aggregate Limit is included in, and not in addition to, the Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate limit. Any payment **we** make under the Limited Sexual Misconduct Incident Liability coverage of the **policy** will reduce the Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate Limit. Upon exhaustion of the Limited Sexual Misconduct Incident Liability Aggregate Limit or the Public Officials, Employment Practices Liability and Employee Benefits Liability Aggregate limit, whichever occurs first, all of **our** obligations under the Limited Sexual Misconduct Incident Liability coverage of this **policy** will end.

5. If Two or More Coverages Apply

If more than one of the **SECTION I. Coverages** provided by this **policy** applies to the same **claim**, including **claims** arising out of the same **occurrence, accident, sexual misconduct incident, wrongful act or interrelated wrongful acts** that are deemed a single **claim**, then only one Limit of Insurance and one **retained limit** shall apply to such **claim**. The applicable single Limit of Insurance shall be the highest Limit of Insurance stated on the Declarations among the coverages that apply to the **claim** and the applicable **retained limit** shall be the **retained limit** underlying such Limit of Insurance.

SECTION V. EXCLUSIONS

A. Exclusions Applicable to All Coverages

Each of the following exclusions apply to each of the **SECTION I. Coverages** of this **policy** unless otherwise expressly stated in such exclusion.

This **policy** does not apply to and **we** have no duty to defend or to pay **claim expenses** or **damages** for any **claim** or **suit** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Eminent Domain

The operation of the principles of eminent domain, condemnation, inverse condemnation, adverse possession, temporary or permanent taking.

2. Antitrust, Securities and Financial Instruments

- a. violation of any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act or any other statutory provision regulating antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, local, foreign, statutory law or common law;
- b. any (1) purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended; (2) violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended; (3) any regulation promulgated under the foregoing laws; or (4) any federal, state, local or foreign law similar to the foregoing laws (including "Blue Sky" laws), or regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;
- c. the failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture; or
- d. the performance of assets or invested funds or the failure to invest any funds.

3. Insurance and Risk Transfer

The failure to effect or maintain any insurance or bond including, but not limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.

4. Dishonest, Fraudulent, Criminal and Intentional Misconduct

Any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **insured**.

This exclusion does not apply to **SECTION I. COVERAGES, E. Automobile Liability Coverage**.

5. Fiduciary

Any **insured's** activities in an investing or fiduciary capacity including, but not limited to, any such activities with respect to any **employee benefit program**, pension plan, savings or profit sharing plan; any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to

any **employee**; the **administration** of any self-insurance fund; or any obligations under the Employees' Retirement Income Security Act (ERISA) of 1974, any amendments thereto or similar subsequent federal acts or any similar provisions of statutory or common law.

This exclusion does not apply to an **insured's** failure to execute ministerial actions or mistaken ministerial actions committed in the **administration** of **your employee benefit program**.

6. Regulatory Actions

Any costs, civil fines, penalties or expenses levied or imposed against any **insured** arising from any complaint or enforcement action by any federal, state or local government regulatory agency.

7. Health Care Services and Facilities

a. The rendering or failure to render:

- i. medical, surgical, dental, x-ray, psychiatric, behavioral health, mental health, nursing or other healthcare services, treatments, advice or instructions or the furnishing of food or beverages in connection with the foregoing;
- ii. services or treatment for drug, alcohol or substance abuse; or
- iii. any service or treatment of a professional nature related to or conducive to physical or mental health;

b. the furnishing or dispensing of medication, medical, dental or surgical supplies or appliances;

c. any person's service as a member of a medical, surgical, dental, x-ray, psychiatric, behavioral health, mental health, nursing or healthcare formal accreditation board or committee or similar professional board or committee, or as a person charged with the duty of executing directives of any such board or committee;

d. any blood product that any **insured** handled or distributed or any service related thereto, including any allegation of reliance upon any representation or warranty made at any time with respect to blood products; or

e. the rendering or failure to render services or treatment by any healthcare facility, including any:

- i. hospital, medical clinic, dental clinic or mental health facility;
- ii. nursing or convalescent facility for the aged, developmentally or physically disabled;
- iii. drug, alcohol or substance abuse treatment facility; or
- iv. pharmacy or other prescription drug or medical equipment dispensing facility.

This exclusion does not apply to **incidental medical malpractice**.

8. Professional Services

The rendering or failure to render any **professional services**.

This exclusion does not apply to:

a. **professional services** provided by **your** full-time or part-time **employee** acting in the capacity of a lawyer, accountant, engineer, coroner or medical examiner and providing such services solely to **you**; or

b. **incidental medical malpractice**.

9. Law Enforcement Activities

Your law enforcement activities. This exclusion does not apply to:

- a. **incidental medical malpractice;** or
- b. **SECTION I. COVERAGES, B. Law Enforcement Activities Coverage.**

10. Workers' Compensation and Similar Laws

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

11. Sexual Misconduct

Any **sexual misconduct** or **sexual misconduct incident**.

The exclusion for a **sexual misconduct incident** does not apply to **SECTION I. COVERAGES, D. Limited Sexual Misconduct Incident Liability Coverage.**

12. Liquor Liability

Any **insured**:

- a. causing or contributing to the intoxication of any person;
- b. furnishing of alcoholic beverages to a person under the legal drinking age or to a person under the influence of alcohol;
- c. violating or failing to comply with any statute, ordinance or regulation relating to the sale, gifting, distribution or use of alcoholic beverages; or
- d. providing or failing to provide transportation with respect to any person who may be under the influence of alcohol.

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

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

13. Cannabis

Any **insured**:

- a. causing or contributing to the intoxication of any person;
- b. furnishing **cannabis** to a person under the legal age or to a person under the influence of **cannabis**;
- c. violating or failing to comply with any statute, ordinance or regulation relating to the sale, gifting, distribution or use of **cannabis**; or
- d. providing or failing to provide transportation with respect to any person who may be under the influence of **cannabis**.

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

14. Pollution

Any:

- a. actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**;
- b. request, demand or order that an **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
- c. **claim** by or on behalf of a **governmental authority** or others for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

With respect to **SECTION I. COVERAGES, A. General Liability Coverage** only, this **Pollution Exclusion** does not apply to:

- (1) **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**;
- (2) **bodily injury** sustained within a building owned or occupied by, or rented or loaned to, any **insured** that is caused by smoke, fumes, vapor or soot from equipment used to heat that building;
- (3) **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pesticide or herbicide **pollutants** at or from any premises, site or location **you** own, rent, occupy or borrow or on which any **insured** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations for **you** provided that:
 - (a) the pesticide or herbicide **pollutants** are brought on to the premises, site or location in connection with **your** maintenance operations; and
 - (b) the use or application of pesticides or herbicides meets all requirements of any federal, state or local statute, ordinance, rule or regulation that applies to those operations.
- (4) **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** used in the maintenance or operation of **your** swimming pools, at or from premises **you** own, rent, occupy or borrow provided that:
 - (a) the **pollutants** are brought on to the premises in connection with such maintenance operations; and
 - (b) the maintenance operations meet all requirements of any federal, state or local statute, ordinance, rule or regulation that applies to those operations.

With respect to **SECTION I. COVERAGES, B. Law Enforcement Activities Coverage** only, this **Pollution Exclusion** does not apply to **bodily injury** or **property damage** arising out of the use of mace, oleoresin, capsicum, pepper spray gas or tear gas in **your law enforcement activities**.

With respect to **SECTION I. COVERAGES, E. Automobile Liability Coverage**, this **Pollution Exclusion** does not apply to an **accident** that occurs away from premises that an **insured** owns or rents, but only if:

- (1) the **pollutants** or any property storing, holding or otherwise containing the **pollutants** are upset, overturned or damaged as a result of the maintenance, operation or use of a **covered automobile**; and
- (2) the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage; and
- (3) the **pollutants** were not in, upon or released from the **covered automobile**. This paragraph c. does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **covered automobile** or its parts, if:
 - (a) the **pollutants** escape, seep, migrate or are discharged, dispersed or released directly from a part of the **covered automobile** designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
 - (b) the **bodily injury** or **property damage** does not arise out of the operation of **mobile equipment**.

15. Asbestos

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with or exposure to asbestos or to structures, materials, goods or products containing asbestos;
- b. the use of asbestos in the construction or manufacturing of any good, product or structure or the presence of asbestos in any material, good, product or structure;
- c. the abatement, mitigation, removal, containment or disposal of asbestos or asbestos contained in any materials, goods, products or structures or failure to abate, mitigate, remove, contain or dispose of asbestos or asbestos contained in any materials, goods, products or structures;
- d. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **a.**, **b.** or **c.**, above;
- e. investigation or defense of any **claim** or payment of any fine or penalty or any other cost or expense related to **a.**, **b.**, **c.** or **d.**, above; or
- f. any obligation to share or contribute with anyone else, or to repay anyone else, for **damages, claim expenses**, remediation costs or other relief or compensation of any kind in connection with **a.**, **b.**, **c.**, **d.** or **e.**, above.

16. Lead

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with or exposure to the toxic or pathological properties of lead, lead compounds or lead contained in any materials, goods, products or structures;
- b. the use of lead in the construction or manufacturing of any good, product or structure or the presence of lead in any material, good, product or structure;
- c. the abatement, mitigation, removal, containment or disposal of lead, lead compounds or lead contained in any surface water, groundwater, water supply, water system, materials, goods, products or structures or failure to abate, mitigate, remove, contain or dispose of lead or lead compounds contained in any surface water, groundwater, water supply, water system, materials, goods, products or structures;
- d. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **a.**, **b.** or **c.**, above;

- e. investigation or defense of any **claim** or payment of any fine or penalty or any other cost or expense related to **a., b., c., or d.,** above; or
- f. any obligation to share or contribute with anyone else, or to repay anyone else, for **damages, claim expenses,** remediation costs or other relief or compensation of any kind in connection with **a., b., c., d. or e.,** above.

17. Perfluoroalkyl and Polyfluoroalkyl

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with or exposure to the toxic or pathological properties of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl, or polyfluoroalkyl compounds in any form or to structures, materials, goods or products containing perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds;
- b. the use of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds in the construction or manufacturing of any good, product or structure or the presence of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds in any material, good, product or structure;
- c. the abatement, mitigation, removal, containment or disposal of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds contained in any land, surface water, groundwater, water supply, water system, materials, goods, products or structures or the failure to abate, mitigate, remove, contain or dispose of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds contained in any land, surface water, groundwater, water supply, water system, materials, goods, products or structures;
- d. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **a., b. or c.,** above;
- e. investigation or defense of any **claim** or payment of any fine or penalty or any other cost or expense related to **a., b., c. or d.,** above; or
- f. any obligation to share or contribute with anyone else, or to repay anyone else, for **damages, claim expenses,** remediation costs or other relief or compensation of any kind in connection with **a., b., c., d. or e.,** above.

18. Failure to Supply

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

19. Earth Movement

Subsidence, expansion, settling, sinking, slipping, falling away, caving in, shifting, eroding, mudflow, rising, tilting, collapse of land, landslide or any other earth movement.

20. Manned and Unmanned Aircraft and Aviation Operations

The ownership, maintenance, loading or unloading, control, use or operations of any manned or unmanned aircraft, drone, airfield, runway, hangar, building or other properties in connection with aviation activities.

This exclusion applies even if the **claim** alleges:

- a. **personal injury;** or
- b. negligence, a **wrongful act** or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an **insured.**

This exclusion does not apply to **SECTION I. COVERAGES, A. General Liability Coverage** solely with respect to:

- (1) the **insured's** liability for the condition of that part of premises, buildings or other properties to which the general public is ordinarily admitted; or
- (2) **bodily injury** or **property damage** arising out of an unmanned aircraft, drone or unmanned aircraft system while being used for public entity use in accordance with section 336 of the Federal Aviation Administration Modernization and Reform act of 2012.

21. Watercraft

The ownership, maintenance, operation, use, loading, unloading or entrustment to others of any watercraft owned, operated, rented or chartered by or on behalf of an **insured**. This exclusion applies even if the **claims** against any **insured** allege negligence, a **wrongful act** or other wrongdoing in the supervision, hiring, employment; training or monitoring of others by an **insured**.

This exclusion does not apply to **SECTION I. COVERAGES, A. General Liability Coverage** solely with respect to:

- a. watercraft while ashore on premises an **insured** owns or rents; or
- b. watercraft less than fifty-one (51) feet long that is neither owned by an **insured** nor being used to carry persons or property for a charge.

22. Landfill

The ownership, maintenance, operation, control, use or operations of any landfill or disposal site or other properties in conjunction with landfill or disposal site activities.

This exclusion does not apply to **SECTION I. COVERAGES, A. General Liability Coverage** solely with respect liability arising out of the use or maintenance of premises, buildings or other areas of such properties to which the general public is ordinarily admitted. Notwithstanding this exception, **Exclusion 14. Pollution** and **Exclusion 17. Perfluoroalkyl and Polyfluoroalkyl**, above, continue to apply.

23. Dams

Collapse, failure, flooding, cracking, settling, seepage, under-seepage, spillage, subsidence, landslide or earth movement of any dam, spillway, levee or reservoir.

24. Insured versus Insured

Any:

- a. **claim** brought by or on behalf of an **insured** against any other **insured**; or
- b. injury, damage or other loss to the spouse, child, parent, brother or sister of the **insured** as a consequence of a., above.

This exclusion does not apply to:

- (1) **claims** brought by or behalf of an **employee** for **employment practices violations**; however, this exclusion does apply to cross-claims and counterclaims brought by or on behalf of one **insured** against another **insured** in any such **claim**;
- (2) **claims** brought by or on behalf of an **employee** for a **wrongful act** in the **administration of your employee benefit program**; or
- (3) **SECTION I. COVERAGES, A. General Liability Coverage** solely with respect to a **claim** brought by an **employee** against a fellow **employee**.

25. Trampolines

The use of trampolines or other rebounding equipment.

26. Particulate Matter

The respiration, inspiration, inhalation or breathing in of any particulate matter including, but not limited to, dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates or silica.

27. War

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents;
- c. insurrection, rebellion, revolution, usurped power or action taken by **governmental authority** in hindering or defending against any of these; or
- d. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

28. Electromagnetic Field Radiation

Exposure to or contact with electromagnetic field radiation.

29. Fungi and Bacteria

Any:

- a. injury or damage resulting from 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 the contents of such building or structure, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or
- b. loss, costs or expenses arising out of abatement, testing for, monitoring, cleaning up, removal, containment, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **fungi** or bacteria.

This exclusion does not apply to any **fungi** or bacteria that are intended for human consumption.

30. Nuclear Liability

Any liability:

- a. with respect to which an **insured** under this **policy** is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- b. arising out of or resulting from the **hazardous properties** of **nuclear material** and with respect to which:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - ii. an **insured** is, or had this **policy** not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into

by the United States of America, or any agency thereof, with any person or organization;

- c. for any expenses incurred with respect to **bodily injury** or **property damage**, including all forms of radioactive contamination of property, resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization; or
- d. resulting from the **hazardous properties** of **nuclear material** if:
 - i. the **nuclear material** is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or has been discharged, released or dispersed therefrom;
 - ii. the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
 - iii. arising out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph exclusion d. iii. applies only to **property damage** to such **nuclear facility** and any property at such **nuclear facility**.

31. Cyber Incident

- a. Any:
 - i. unauthorized access to, acquisition, use, collection, copying, processing, storage, dissemination, publication or disclosure of;
 - ii. theft, alteration, misuse, loss, misappropriation, disruption of, or damage to; or
 - iii. failure to provide access to, remove, rectify, destroy, protect or secure, including, but not limited to, failure to encrypt

any person's or organization's **confidential information** whether it is **electronic data** or in any other form or medium.
- b. Loss of, loss of use of, damage to, corruption or impairment of, damage to, disruption or destruction of, or inability to access, alter or manipulate **electronic data**.
- c. Any:
 - i. denial of service attack on;
 - ii. misappropriation, diversion, loss or misuse of; or
 - iii. denial of access to or service of, interruption of service, degradation, loss of use, alteration, failure, destruction, corruption, impairment of

any **computer system**, including any **insured's** or other person's or organization's **computer system**.
- d. Malicious code, virus or any other harmful code that:
 - i. is directed at, enacted upon or introduced into **electronic data** or any **computer system**; or
 - ii. is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or otherwise disrupt the normal functioning or operation of **electronic data** or any **computer system**.

- e. Transfer, payment or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand.
- f. Demand for a ransom payment (in money, or any form of currency, including virtual currency, or property or services), made in connection with the actual or threatened perpetuation of that which is described in paragraphs **a.** through **e.** above.
- g. Notification costs, credit monitoring expenses, payment card replacement costs, forensic expenses, **crisis management expense**, public relations expenses or any other loss, cost or expense incurred by **you** or others arising out of that which is described in paragraphs **a.** through **f.** above.
- h. Failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate or comply with any statutory, regulatory, contractual, common law or other legal obligation relating to that which is described in paragraphs **a.** through **f.** above.

This Cyber Incident exclusion applies regardless of:

- (1) any **insured's** culpability or intent;
- (2) whether the **claim** alleges negligence, a **wrongful act** or other wrongdoing, in whole or in part, arising out of hiring, placing, supervising, employing, training or monitoring of others, or the maintenance or security of any premises;
- (3) whether any other cause or event contributes concurrently or in any sequence to the **damages**; and
- (4) even if **damages** are claimed for **bodily injury, property damage, advertising injury** or **personal injury**.

32. Communicable Disease

- a. any **communicable disease**;
- b. the fear or threat (whether actual or perceived) of a **communicable disease**;
- c. the actual or alleged transmission, spread or failure to prevent, suppress or remove a **communicable disease**;
- d. any requirement or recommendation of any **governmental authority** regarding a **communicable disease**;
- e. the reporting of, monitoring of, disclosure of, testing for, or failure to report, monitor, disclose or test for a **communicable disease**;
- f. supervising, hiring, employing, training or monitoring of others that may be infected with or spread a **communicable disease**; or
- g. failure to prevent or contain the spread of a **communicable disease**.

This exclusion applies regardless of whether:

- (1) any other cause, event, material, product or incident, of whatever kind or nature contributed, concurrently or in any sequence, to the actual or alleged liability, injury, loss, damage, **claim**, cost, expense or any other payment of any kind; or
- (2) such actual or alleged liability, injury, loss, damage, **claim**, cost, expense or any other payment of any kind is based upon, caused by, results from, arises from, relates to, or is attributable, in whole or in part, to the acts or failure to act of any person or entity including, without limitation, any **insured**.

33. TCPA, CAN-SPAM, FCRA and FACTA

Actual or alleged violation of:

- a. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. any federal, state or local statute, ordinance or regulation, other than 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.

34. Americans With Disabilities Act

Any accommodations required by, made as a result of, or to conform with the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including, without limitation, the modification of, or failure to modify, any building, property or facility to make it more accessible or accommodating to any disabled person.

35. Trade or Economic Sanctions

To the extent that trade or economic sanctions or other laws or regulations, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control, prohibit **us** from providing insurance, including but not limited to, the payment of **claims**.

B. General Liability Coverage Exclusions

In addition to each of the exclusions in **SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages**, above, each of the following exclusions apply to **SECTION I. COVERAGES, A. General Liability Coverage** of this **policy**.

This **policy** does not apply to and **we** have no duty to defend or to pay **claim expenses** or **damages** for any **claim** or **suit** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Other Coverage

Any **bodily injury**, **property damage**, **personal injury** or **advertising injury** for which coverage is provided under any other **SECTION I. Coverage** Section of this **policy**.

2. Expected or Intended Bodily Injury or Property Damage

Bodily injury or **property damage** either expected or intended by the **insured**. This exclusion does not apply to:

- a. **bodily injury** resulting from the use of reasonable physical force to protect oneself or other persons from physical injury; or
- b. **bodily injury** resulting from the use of reasonable physical force to protect **your** property or the property of others.

3. Knowing Violation – Advertising Injury and Personal Injury

Advertising injury or **personal injury** caused by an act committed by or at the direction of an **insured** if the **insured** knew or reasonably should have known that the act would violate the rights of another and would cause **advertising injury** or **personal injury**.

4. Contractual Liability

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

- a. that the **insured** would have in the absence of the contract or agreement; or
- b. for **bodily injury** or **property damage** assumed in an **insured contract** provided the **bodily injury** or **property damage** occurs after the effective date of the **insured contract** and such **insured contract** was in effect at the inception of the **policy period** or becomes effective during the **policy period**.

5. Employee Injury

Bodily injury to:

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

This exclusion applies:

- (1) regardless of whether an **insured** is or 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 **damages** because of the **bodily injury**.

This exclusion does not apply to liability an **insured** assumed under an **insured contract**.

6. Employment Practices, Employee Benefits, Discrimination and Civil Rights

- a. any **employment practices violation**;
- b. the **administration** of **your employee benefit program(s)**;
- c. any form of discrimination; or
- d. any violation of civil rights.

7. Property Damage

Any **property damage** to:

- a. property owned, occupied or leased by an **insured**, purchased by an **insured** under an installment sales contract or on consignment to an **insured**;
- b. property loaned to an **insured**;
- c. **personal property** in the care, custody or control of an **insured**;
- d. premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;

- e. that particular part of real property on which **you** or any of **your** contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

8. Your Work and Your Product

Any **property damage** to:

- a. **your work** arising out of the work or out of materials, parts or equipment that is furnished with such work;
- b. **your product** or arising out of **your product** or any part of it; or
- c. **impaired property** or property not physically injured, arising out of a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**, or a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

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

9. Advertising Injury

Advertising injury arising out of:

- a. failure of performance of contract, but this exclusion does not apply to **claims** for misappropriation of ideas based upon alleged breach of an implied contract;
- b. incorrect description of any article, commodity or service;
- c. any mistake in advertised price; or
- d. failure of goods, products or services to conform with advertised quality or performance.

10. Personal Injury

Personal injury arising out of:

- a. oral or written publication of material by or done at the direction of an **insured** with knowledge of its falsity; or
- b. oral or written publication of material if the first publication of the same or substantially the same material took place before the beginning of the **policy period**.

11. Automobiles

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

- a. the ownership, entrustment, maintenance, operation, use, loading or unloading of **automobiles**, or while **automobiles** are being transported; or
- b. the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**.

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

This exclusion does not apply to liability for **bodily injury** or **property damage** arising from **automobiles** that are not owned, leased, rented or operated by an **insured**.

C. Law Enforcement Activities Coverage Exclusions

In addition to each of the exclusions in **SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages**, above, each of the following exclusions apply to **SECTION I. COVERAGES, B. Law Enforcement Activities Coverage** of this policy.

This **policy** does not apply to and **we** have no duty to defend or to pay **claim expenses** or **damages** for any **claim** or **suit** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Violation of Statute, Ordinance, Rule or Regulation

Any **insured's** willful violation of any federal, state or local statute, ordinance, rule, or regulation; or any violation of such ordinance, rule, regulation or statute by others of which any **insured** had knowledge or to which any **insured** consented.

2. Failure to Arrest or Detain

The failure to arrest or detain any person.

3. Condition of Facilities

Seeking relief or redress in any form to improve the physical conditions of any facility or to improve the living conditions of any person being held in any facility.

4. Health Care Services

The providing or failing to provide any form of health care services or the actual or alleged denial of access to health care services.

This exclusion does not apply to first aid rendered at the time of an **accident** or to **incidental medical malpractice**.

5. Volunteers

Any injury to any volunteer who is injured in the conduct of **your law enforcement activities** while acting within the course and scope of their duties for **you**.

6. Other Coverage

Any **wrongful act** for which coverage is afforded under any other **SECTION I. Coverage** Section of this **policy**.

D. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage Exclusions

In addition to each of the exclusions in **SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages**, above, each of the following exclusions apply to **SECTION I. COVERAGES, C. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage** of this **policy**.

This **policy** does not apply to and **we** have no duty to defend or to pay **claim expenses** or **damages** for any **claim** or **suit** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Bodily Injury, Property Damage, Personal Injury and Advertising Injury

- a. **Bodily injury.** This exclusion **a.** does not apply to mental distress, mental injury, mental anguish, mental tension, shock or humiliation arising out of an **employment practices violation**.
 - b. **Property damage.**
 - c. **Personal injury.** This exclusion **c.**, does not apply to libel, slander, defamation or invasion of privacy arising out of an **employment practices violation**.
 - d. **Advertising injury.**
 - e. Negligent employment, investigation, supervision or retention of a person, including, without limitation, any practice, custom or policy regarding such conduct which results in any of **a.** through **d.**, above.
2. **Taxes, Penalties, Fines and Wages**

The return of taxes, assessments, penalties, fines, fees, or any award of salary, wages or earnings.

This exclusion does not apply to back pay or front pay.
3. **Strike and Riots**

Strikes, riots or civil commotions.
4. **Cost Estimates and Bids**
 - a. cost estimates or cost estimates being exceeded;
 - b. faulty preparation of bid specifications or plans; or
 - c. failure to award any contract in accordance with any statute, ordinance or regulation which contract, under law, must be submitted for bids.
5. **Financial Advantage**

The gaining in fact of any profit, remuneration or financial advantage to which any **insured** was not legally entitled. This exclusion applies to any **insured** who had knowledge of or participated in such conduct. The **wrongful act** of an **insured** shall not be imputed to any other **insured** for the purpose of determining the applicability of this exclusion.
6. **Contractual Liability**

Breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, unless such liability would have attached to the **insured** even in the absence of such contract, warranty, guarantee or promise.

This exclusion does not apply to a **claim** alleging any **employment practices violation**.
7. **Non-monetary Relief**

Seeking relief or redress in any form other than monetary **damages**.
8. **Liability Assumed Under Contract**

Liability assumed under any express, implied, actual or constructive contract or any collective bargaining agreement, unless such liability would have attached to the **insured** even in the absence of such contract or agreement.
9. **Procurement Contracts**

Procurement, service, construction, architect or engineer contracts including, but not limited to, any **insured's** intentional interference with such contracts.

10. Prior or Pending Litigation or Proceeding

- a. any litigation, **claim, suit**, arbitration, administrative proceeding or regulatory proceeding that was filed or pending on or before the effective date of this **policy** or the effective date of any similar **policy** that **we** or any of **our** affiliates issued to **you** and continuously renewed and maintained, arising out of the same or substantially the same **wrongful act** or **employment practices violation**, fact, circumstance or situation underlying or alleged therein; or
- b. any other **wrongful act**, whenever occurring, which, together with a **wrongful act** underlying or alleged in such prior or pending litigation, **claim, suit**, arbitration or proceeding would constitute **interrelated wrongful acts**.

11. Notice Under Prior Policy

- a. any **wrongful act, employment practices violation**, fact, circumstance or situation which has been the subject of any written notice given under any other **policy** of which this **policy** is a renewal or replacement or which this **policy** succeeds in time; or
- b. any other **wrongful act**, whenever occurring, which, together with a **wrongful act** that has been the subject of such notice, would constitute **interrelated wrongful acts**.

12. Intellectual Property

The validity, infringement, violation or misappropriation of any trade secret, patent, copyright, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan or service name or other intellectual property.

13. ERISA and Labor Laws

Any violation of any of the following statutes or laws, any similar provisions of any federal, state, local or foreign statutory law or common law, any rules or regulations of any of such statutes or laws and amendments thereto:

- a. the Employee Retirement Income Security Act of 1974;
- b. any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;
- c. the Fair Labor Standards Act (except the Equal Pay Act);
- d. the National Labor Relations Act;
- e. the Worker Adjustment and Retraining Notification Act;
- f. the Consolidated Omnibus Budget Reconciliation Act; or
- g. the Occupational Safety and Health Act.

This exclusion does not apply to:

- (1) a **claim** for **retaliation**; or
- (2) any actual or alleged failure to execute required ministerial actions or mistaken ministerial actions committed in the **administration** of **your employee benefit program** arising out of a. through g., above.

14. Outside Entity

Any **wrongful act** arising out of any **insured** serving on an outside entity, if such **claim** is brought by the outside entity or by any **insured**.

15. Other Coverage

Any **wrongful act** for which coverage is afforded under any other **SECTION I. Coverage** Section of this **policy**.

E. Limited Sexual Misconduct Incident Liability Coverage Exclusions

In addition to each of the exclusions in **SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages**, above, each of the following exclusions apply to **SECTION I. COVERAGES, D. Limited Sexual Misconduct Incident Liability Coverage** of the **policy**.

This **policy** does not apply to and **we** have no obligation to pay **claim expenses** or **damages** for any **claim** or **suit** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Sexual Misconduct Actor

Any **insured** who actually or allegedly:

- a. committed or participated in the commission of any **sexual misconduct**; or
- b. had personal knowledge of the **sexual misconduct** or who should reasonably have known of the **sexual misconduct**.

2. Prior Sexual Misconduct

- a. any **sexual misconduct incident** if, prior to the **policy period**, any of **your** officers, directors, appointed or elected officials, risk or claim managers or human resources directors was aware of any allegation of **sexual misconduct** made against the same individual **insured**;
- b. any **sexual misconduct incident** arising out of **interrelated sexual misconduct** that actually or allegedly first took place before the retroactive date stated on the Declarations; or
- c. any **sexual misconduct incident** arising out of **sexual misconduct** that actually or allegedly took place on or after the retroactive date and before the end of the **policy period** if the individual **insured** who actually or allegedly committed the **sexual misconduct** actually or allegedly committed or attempted to commit **sexual misconduct** of any person or persons before the retroactive date.

3. Minors

Any **sexual misconduct incident** arising out of **sexual misconduct** actually or allegedly committed against a minor by another minor.

4. Third Party Sexual Misconduct

Any **sexual misconduct incident** arising out of **sexual misconduct** actually or allegedly committed by any person who is not an **insured**.

5. Prior or Pending Litigation or Proceeding

- a. any litigation, **claim**, **suit**, arbitration, administrative proceeding or regulatory proceeding that was filed or pending on or before the effective date of this **policy** or the effective date of any similar **policy** that **we** or any of **our** affiliates issued to **you** and continuously renewed and maintained, arising out of the same or substantially the same **sexual**

misconduct, sexual misconduct incident, fact, circumstance or situation underlying or alleged therein; or

- b. any other **sexual misconduct**, whenever occurring, which, together with a **sexual misconduct** underlying or alleged in such prior or pending litigation, **claim, suit**, arbitration or proceeding would constitute **interrelated sexual misconduct**.

6. Other Coverage

Any **wrongful act, bodily injury, property damage** or **personal injury** for which coverage is afforded under any other **SECTION I. Coverage** Section of this **policy**.

F. Automobile Liability Coverage Exclusions

In addition to each of the exclusions in **SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages**, above, each of the following exclusions apply to **SECTION I. COVERAGES, E. Automobile Liability Coverage** of the **policy**.

This **policy** does not apply to and **we** have no obligation to pay **claim expenses** or **damages** for any **claim** or **suit** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Other Coverage

Any **bodily injury** or **property damage** for which coverage is provided under any other **SECTION I. Coverage** Section of this **policy**.

2. Racing, Demolition, Stunting

Bodily injury or **property damage** arising out of the use of a **covered automobile** in any professional or organized racing or demolition contest or stunting activity, in any practice for such contest or activity or while the **covered automobile** is being prepared for such contest or activity.

3. Expected or Intended Bodily Injury or Property Damage

Bodily injury or **property damage** either expected or intended by the **insured**.

4. Assumed Under Contract

Any **insured's** obligation to pay by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- a. that the **insured** would have in the absence of the contract or agreement; or
- b. for **bodily injury** or **property damage** assumed in an **insured contract** provided the **bodily injury** or **property damage** occurs after the effective date of the **insured contract** and such **insured contract** was in effect at the inception of the **policy period** or becomes effective during the **policy period**.

5. Employee Bodily Injury

Bodily injury to:

- a. an **employee** of an **insured** arising out of and in the course of:
 - i. employment by an **insured**; or
 - ii. performing duties related to the conduct of an **insured's** business;

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

This exclusion applies:

- (1) regardless of whether an **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 **damages** because of the injury.

This exclusion does not apply to liability an **insured** assumed an **insured contract**.

6. Property Owned or in Care, Custody or Control

Any **property damage** to property owned or transported by an **insured** or in an **insured's** care, custody or control.

This exclusion does not apply to liability for **property damage** assumed under a sidetrack agreement.

7. Handling of Property

Bodily injury or **property damage** resulting from the handling of property:

- a. before the property is moved from the place where it is accepted by an **insured** for the movement into or onto a **covered automobile**; or
- b. after the property is moved from a **covered automobile** to the place where it is finally delivered by an **insured**.

8. Uninsured and Underinsured Motorists

Any liability incurred by or imposed on any **insured** under any uninsured or underinsured motorist law, no fault law or personal injury protection law.

9. Intentional or Criminal Acts

Any **bodily injury** or **property damage** intended by, or reasonably expected to result from, an **insured's** intentional or criminal acts or omissions.

SECTION VI. DEFINITIONS

When used in this **policy**, the following words in **bold** mean:

1. **Accident** includes continuous or repeated exposure to substantially the same general harmful conditions which results in **bodily injury** or **property damage**. All exposure to substantially the same general conditions will be considered as arising out of one **accident**.
2. **Administration** means:
 - a. counseling **employees** with respect to an **employee benefits program**;
 - b. interpreting an **employee benefits program**;
 - c. handling records in connection with an **employee benefits program**; or
 - d. effecting enrollment, termination or cancellation of **employees** under an **employee benefits program**; provided **you** authorized such acts.
3. **Advertising injury** means one or more of the following offenses committed or alleged to have been committed in any advertisement, publicity article, public service announcement, broadcast, telecast or webcast and arising out of **your** advertising activities except if arising out of electronic chat rooms or electronic bulletin boards:
 - a. libel, slander or defamation;
 - b. any infringement of copyright, title or slogan;
 - c. use of another's advertising idea in **your** advertisement or public service announcement; or
 - d. oral or written publication of material that violates a person's right of privacy.
4. **Application** means all applications, including any supplemental applications or attachments thereto, and all other materials and information submitted to **us** by or on behalf of any **insured** in connection with the underwriting of this **policy** or the underwriting of any policy of which this **policy** is a direct or indirect renewal or replacement.
5. **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. **Automobile** does not include **mobile equipment**.
6. **Bankruptcy** means **your** disclosure of:
 - a. the intention to file or actual filing for protection under federal bankruptcy laws;
or
 - b. a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to **you**.
7. **Bodily injury** means:
 - a. physical injury, sickness or disease sustained by any person, including death resulting from any of these at any time; and
 - b. mental anguish, mental injury, mental tension, emotional distress, disability, pain and suffering, shock or fright, but only if resulting from item 7. a., above.

Notwithstanding the foregoing, **bodily injury** does not mean or include physical injury, sickness or disease, mental anguish, mental injury, mental tension, emotional distress, disability, pain and suffering, shock or fright resulting from workplace harassment.

8. **Cannabis** means any plant, good or product or any part thereof, that consists of or contains any amount of tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether or not any such THC or cannabinoid is natural or synthetic.
9. **Claim** means a written demand, service of a civil complaint, an arbitration demand or similar demand or pleading to or against any **insured** for monetary **damages**. **Claim** does not mean or include a labor union grievance or complaint filed with a labor union.
10. **Claim expenses** means:
 - a. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by **us**, or by an **insured** with **our** prior written consent, in the investigation and defense of covered **claims**;
 - b. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond. **We** have no obligation to apply for or furnish any such bond; and
 - c. **pre-judgment interest** and **post-judgment interest** awarded in any **claim** on the amount of the judgment **we** pay as **damages**.

Claim expenses do not include wages, salaries, fees or costs of directors, officers or **employees** of the **insurer** or of the **insured**.
11. **Communicable Disease** means disease, illness or condition directly or indirectly based upon, caused by, arising out of, relating or attributable to, in whole or in part, any actual, alleged, direct or indirect contact with or exposure to any **infectious agent**.
12. **Computer system** means:
 - a. any computer hardware, including but not limited to:
 - i. computers;
 - ii. transportable, mobile or handheld devices;
 - iii. data storage and data processing devices;
 - iv. networking equipment and backup facilities, including cloud computing devices and facilities;
 - v. associated input and output devices (including, but not limited to, wireless and mobile devices);
 - vi. any related peripheral components; or
 - vii. communication networks, connected to or used in connection with such computers, equipment, facilities or devices.
 - b. firmware and electronic instructions that direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send **electronic data**.
13. **Confidential information** means non-public information, confidential information, personal information or personal data, including, but not limited to:
 - a. non-public information about a person that allows such person to be uniquely and reliably identified or allows access to the person's financial account or medical records information;
 - b. patents, trade secrets, processing methods, customer or customer-related information (including, but not limited to, customer lists); or

- c. business plans or records, financial information, personally identifiable information, credit or payment card information (including, but not limited to, credit, debit or stored value cards), medical or health information or any type or combination of types of the foregoing.

14. Covered automobile means an **automobile** that:

- a. **you** own or acquire during the **policy period**;
- b. **you** lease, hire, rent or borrow except an **automobile** that **you** lease, hire, rent or borrow from any of **your employees** or their, spouses, domestic partners or any other member of their households; or
- c. **you** do not own, lease, hire, rent, or borrow that is used in conjunction with **your** business, including an **automobile** owned or leased by any **insured** or members of their household, but only while such **automobile** is being used in conjunction with **your** business.

15. Crisis Event means an emergency situation including, but not limited to, a **management event**, **bankruptcy**, an **employment event**, a manmade disaster, a bombing, a situation that includes hostages, a mass shooting, terrorism, intentional contamination of food, beverages, or pharmaceuticals, or the actual or alleged mishandling of a natural disaster, except where coverage is otherwise excluded under this **policy**. The **crisis event** must be associated with or may reasonably be associated with significant adverse regional or national news media coverage.

16. Crisis management expense means the reasonable and necessary expenses which **you** incur with **our** prior written consent directly resulting from a **crisis event** for **crisis management services** charged by a **crisis management firm** for the purposes of maintaining and restoring public confidence in **you**. These expenses may include printing, advertising, mailing or other means of distribution of materials to manage reputational risk and out-of-pocket travel expenses incurred by or on behalf of **you** or the **crisis management firm**.

Crisis management expense does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of any **insured**.

17. Crisis management firm means a marketing firm, public relations firm, or a strategic communications firm **we** retain or **you** retain with **our** prior written consent to perform **crisis management services** arising from a **crisis event**.

18. Crisis management services means services provided by a **crisis management firm** in counseling or assisting **you** in reducing or minimizing the potential harm to **you** caused by the public disclosure of a **crisis event**.

19. Damages means:

- a. compensatory damages that the **insured** becomes legally obligated to pay on account of any **claim**;
- b. solely with respect to any **claim** arising out of an **employment practices violation**, **damages** also means:
 - i. front-pay and back-pay, except as otherwise stated below; and
 - ii. liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.
- c. **Damages** does not mean or include:
 - i. any amount that the **insured** is not financially liable or legally obligated to pay;
 - ii. any amount for restitution or disgorgement;

- iii. taxes, fines, penalties, or assessments;
 - iv. punitive or exemplary damages, or the multiple portion of any multiplied **damages** award;
 - v. any amount for matters that are uninsurable under the laws pursuant to which this **policy** is construed;
 - vi. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
 - vii. employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation; provided, however, this limitation on the definition of **damages** does not include salary, wages, bonuses, commissions and non-deferred cash incentive compensation included in a settlement or judgment for a **claim** for an **employment practices violation**;
 - viii. any amounts or costs incurred to modify any building or property to make it more accessible or accommodating to any person;
 - ix. any liability for amounts or costs in connection with any educational, sensitivity training or other corporate program, policy or seminar;
 - x. the return of any funds which were received:
 - (a) from any federal, state or local governmental agency and any interest, fines or penalties arising out of the return of such funds; or
 - (b) as donations from a third party.
 - xi. **crisis management expense**; or
 - xii. liquidated damages, except to the extent specifically stated in subparagraph **b. ii.**, above.
- 20. 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, DVDs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 21. Employee benefit program** means:
- a. group life insurance, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans; or
 - b. unemployment insurance, social security benefits, workers' compensation and disability benefits; provided for **your employees**.
- 22. Employee** means:
- a. **your** past or present full-time, part-time, temporary or leased employee(s); and
 - b. solely for the purposes of **employment practices violations**, applicants for employment with **you**.
- 23. Employment event** means **your** disclosure of the threatened or actual commencement by a third party of an action, audit or investigation alleging an **employment practices violation** which has caused or is reasonably likely to cause significant regional or national news media coverage.

- 24. Employment practices violation** means any of the following actually or allegedly committed by **you** or by any other **insured** solely in such **insured's** performance of duties for **you**:
- a. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
 - b. employment-related misrepresentation;
 - c. violation of any federal, state or local common or statutory law concerning employment or discrimination in employment;
 - d. **sexual harassment** or other unlawful workplace harassment;
 - e. wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
 - f. wrongful discipline of **employees**;
 - g. negligent evaluation of **employees**;
 - h. failure to adopt adequate workplace or employment policies and procedures;
 - i. employment-related libel, slander, defamation or invasion of privacy; or
 - j. **retaliation**.
- 25. Extended reporting period** means the period of time in which to report a **claim** under a claims made and reported coverage provided by this **policy**, following the expiration, termination or non-renewal of coverage as described in this **policy** as provided by **SECTION VII. EXTENDED REPORTING PERIOD**.
- 26. Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **fungi**.
- 27. Governmental authority** means any foreign, international, federal, state, or local government, regulatory entity, administrative body, judicial body, quasi-governmental entity, or in each case, any subdivision or instrumentality thereof, and includes without limitation, any statute, regulation, law, ordinance, order, directive or guidance issued by any of them.
- 28. Hazardous properties** means radioactive, toxic or explosive properties.
- 29. Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 30. 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 terms of a contract or agreement; if such property can be restored to use by:
 - i. the repair, replacement, adjustment or removal of **your product** or **your work**; or
 - ii. **your** fulfilling the terms of the contract or agreement.
- 31. Incidental medical malpractice** means **bodily injury** arising out of emergency medical services rendered or which should have been rendered to any person or persons during the **policy period** by:
- a. any duly certified emergency medical technician, paramedic or nurse; or

- b. police officer, beach patrol officer or fire department officer who is certified or trained to provide emergency medical services

who is employed by or acting on behalf of an **insured** to provide such services, but who is not employed at a hospital, clinic or nursing home facility.

32. Infectious agent means one or more of any bacteria, viruses, markers, microbial agents, microorganisms, biological organisms, parasites, insects, protozoa, or any other source, combination, variant or mutation thereof, capable of transmission or spreading by any means from any source.

33. Insured means each person or organization qualifying as such under the terms of **SECTION III. WHO IS AN INSURED.**

34. Insured contract means:

- a. a contract for a lease of premises. However, that portion of a contract for a lease of premises that indemnifies any person or organization for damage caused by fire to premises rented to **you** or that **you** temporarily occupy with permission of the owner is not an **insured contract**;
- b. a sidetrack agreement;
- c. any easement or license agreement except in connection with vehicle or pedestrian private railroad crossings at grade;
- d. any other easement agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- e. a mutual aid assistance agreement or contract between political subdivisions;
- f. an elevator maintenance agreement;
- g. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; and
- h. that part of any other written contract or written agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the **tort liability** of another party to pay for **bodily injury** or **property damage** to a third person or organization.

Notwithstanding the foregoing, an **insured contract** 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 fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, 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;
- (3) under which the **insured**, if an architect, engineer, or surveyor, assumes liability for an injury or **damage** arising out of the **insured's** rendering or failure to render **professional services**, including those listed in (2) above, and supervisory, inspection, architectural or engineering activities.

35. **Insurer** means the insurance company providing this insurance and shown on the Declarations page.
36. **Interrelated sexual misconduct** means **sexual misconduct** that has as a common nexus any person who actually or allegedly committed or participated in the commission of **sexual misconduct** or any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes, regardless of:
- a. the number of persons with injuries resulting from **sexual misconduct**;
 - b. the number of locations where the **sexual misconduct** took place;
 - c. the number of **sexual misconduct** acts; or
 - d. the period of time over which the **sexual misconduct** took place.
37. **Interrelated wrongful acts** means all **wrongful acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes regardless of:
- a. the number of persons with injuries resulting from the **wrongful acts**;
 - b. the number of locations where the **wrongful acts** took place;
 - c. the number of **wrongful acts**; or
 - d. the period of time over which the **wrongful acts** took place.
38. **Law enforcement activities** mean any of the official activities or operations of **your** police force undertaken to enforce the law, protect persons or protect property. **Law enforcement activities** does not mean or include any activities, operations, acts, errors or omissions of any law enforcement personnel who is not **your employee**.
39. **Management event** means the incapacity, death or state or federal criminal indictment of a **member of management**.
40. **Member of management** means any natural person who was, now is or shall become a duly elected or appointed director, officer, trustee, manager, in-house general counsel, governor, member of a duly constituted committee (or the functional equivalent of such positions).
41. **Mobile equipment** means any land vehicles including attached machinery or equipment that is not licensed for road use. **Mobile equipment**, however, does not include equipment that is permanently attached to vehicles that are licensed for use on public roads.
42. **Mutual aid agreement** means a written agreement between agencies, organizations or jurisdictions that allows **you** to share supplies, equipment and personnel across jurisdictional boundaries.
43. **Named insured** means the person or organization listed on the Declarations or expressly added as a **named insured** by an endorsement to this **policy**.
44. **Nuclear Facility** means:
- a. any **nuclear reactor**;
 - b. any equipment designed or used for:
 - i. separating the isotopes of uranium or plutonium;
 - ii. processing or utilizing **spent fuel**; or
 - iii. handling processing or packaging **waste**;

- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of an **insured** at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than two hundred and fifty (250) grams of uranium 235;
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; and
 - e. includes the site on which any of the foregoing is located, and all operations conducted on such site and all premises used for such operations.
- 45. Nuclear material** means source Material, special nuclear material or by-product material. Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 46. Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 47. Occurrence** means:
- a. With respect to **bodily injury** and **property damage**, an accident including continuous or repeated exposure to substantially the same general harmful conditions which results in **bodily injury** or **property damage**. All **bodily injury** and **property damage** resulting from exposure to substantially the same general conditions will be considered as arising out of one **occurrence** regardless of the number of **claims** or the number claimants.
 - b. With respect to **personal injury**, only those offenses specified in the **SECTION VI.** definition of **personal injury**. All damage, injuries or harms arising out of substantially the same **personal injury** regardless of frequency, repetition, the number or kind of offenses, or number of claimants, will be considered as arising out of one **occurrence**.
 - c. With respect to **advertising injury**, only the offenses listed in the **SECTION VI.** definition of **advertising injury**. All damage, injuries or harms arising out of substantially the same **advertising injury** regardless of frequency, repetition, the number or kind of media used, the number or kind of offenses, or the number of claimants, will be considered as arising out of one **occurrence**.
- 48. Personal injury** means one or more of the following offenses:
- a. false arrest, false imprisonment, wrongful detention or malicious prosecution;
 - b. libel, slander, defamation of character, or oral or written publication of material that violates a person's right of privacy; unless arising out of advertising activities in electronic chat rooms or bulletin boards; or
 - c. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of the owner, landlord or lessor, or by a person claiming to be acting on behalf of the owner, landlord or lessor.
- 49. Personal property** means any tangible property other than real property or fixtures.
- 50. Policy** means, collectively, the Declarations, the **application**, this coverage form and any endorsements attached hereto.
- 51. Policy period** means the period of time stated on the Declarations, or any shorter period resulting from cancellation of this **policy**.
- 52. Pollutant(s)** means:

- a. any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent;
 - b. any solid, liquid, gaseous or thermal irritant, contaminant or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed; or
 - c. any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, **fungi** or bacteria (not including to any **fungi** or bacteria that intended for human consumption), lead or lead compounds or lead contained in any materials, and electric, magnetic or electromagnetic field radiation.
- 53. Post-judgment interest** means interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court, the part of the judgment to which this **policy** applies and that is within the applicable Limit of Insurance.
- 54. Pre-judgment interest** means interest added to that part of a judgment to which this **policy** applies and that is within the applicable Limit of Insurance, based on the amount of time prior to the judgment.
- 55. Professional services** means services that may be legally performed only by a person holding a valid and in force professional license to render such services.
- 56. Property damage** means physical injury to tangible property, including all resulting loss of use of such property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. For purposes of this insurance, **electronic data** is not tangible property.
- 57. Retained limit** means the applicable dollar amounts shown on the Declarations or an endorsement to this **policy**.
- 58. Retaliation** means a **wrongful act** of an **insured** relating to or alleged to be in response to:
- a. **your employee's** disclosure or threat of disclosure to a superior or to any governmental agency of any act by an **insured** which act is alleged to be a violation of any federal, state, local or foreign common or statutory law, or any rule or regulation promulgated thereunder;
 - b. **your employee's** actual or attempted exercise of any right that such **employee** has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any similar state or local law;
 - c. **your employee's** filing a **claim** under the Federal False Claims Act, any state false claims statutes or any other federal, state, local or foreign whistle-blower law;
 - d. strikes by **your employees**; or
 - e. the political affiliation of **your employee**.
- 59. Sexual misconduct** means any actual, attempted or alleged sexual conduct of a person or persons that causes physical or mental injuries. **Sexual misconduct** includes sexual molestation, sexual assault, sexual exploitation and sexual injury.
- Sexual misconduct** does not include **sexual harassment**.
- 60. Sexual misconduct incident** means:
- a. actual or alleged negligent hiring, employment, supervision, or retention of any **insured** who committed or allegedly committed any **sexual misconduct**;

- b. actual or alleged negligent investigation of or failure to investigate an allegation of **sexual misconduct** against an **insured**; or
 - c. actual or alleged reporting or failure to report any **insured** who committed or allegedly committed any **sexual misconduct**.
- 61. Sexual harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature by a person, or persons acting in concert, which causes physical or mental injuries to another person. **Sexual harassment** includes:
- a. the above conduct when 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; and
 - b. the above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.
- Sexual harassment** does not include **sexual misconduct**.
- 62. Spent fuel** means any fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- 63. Suit** means a civil proceeding, including arbitration, which alleges **damages** because of **bodily injury, property damage, personal injury, advertising injury** or because of a **wrongful act** or **sexual misconduct incident** to which the applicable Coverage section applies.
- 64. Tort liability** means a liability that would be imposed by law in the absence of any contract or agreement.
- 65. Waste** means any substance:
- a. containing by-product material other than the tailings or **waste** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content;
 - b. resulting from the operation by any person or organization of any **nuclear facility**;
 - c. that is left over, no longer of use or discarded;
 - d. that is to be reclaimed, recycled or reused; or
 - e. that has been removed, treated, stored or disposed of as part of any clean-up effort.
- 66. Wrongful act** means any act, error, misstatement, misleading statement, omission, neglect or breach of duty committed by **you** or by any other **insured** solely in such **insured's** performance of duties for **you**, including:
- a. violation of discrimination laws, including but not limited to, violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference or military status;
 - b. violation of a natural person's civil rights in **your law enforcement activities**; or
 - c. **sexual harassment**.
- 67. Your Product** means:
- a. any goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:

- i. **you**;
 - ii. others trading under **your** name; or
 - iii. a person or organization whose business or assets **you** have acquired;
- b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

68. Your Work means:

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

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of **a.** and **b.**, above. **Your work** also includes the providing of or failure to provide warnings or instructions.

SECTION VII. EXTENDED REPORTING PERIOD

The following provisions apply only to those **SECTION I. Coverages** that are provided by this **policy** on a claims made and reported basis.

If:

- a. **we** terminate or do not renew this **policy** for any reason other than **your**: (i) failure to pay a premium when due; (ii) failure to pay any applicable **retained limit**; or (iii) breach or failure to comply with the **policy's** terms and conditions, including, without limitation, **SECTION VIII. CONDITIONS, C. Assistance and Cooperation** and **J. Notice and Reporting Duties for All Coverages**; or
- b. if **you** terminate or do not renew this **policy** and **you** do not obtain replacement coverage as of the effective date of such termination or non-renewal

then **you** shall have the right to a continuation of the **SECTION I. Coverages** that are provided by this **policy** on a claims made and reported basis for at least one **extended reporting period** as follows:

1. Automatic **extended reporting period**

You shall have continued coverage under this **policy** for a maximum period of sixty (60) days following the effective date of termination or non-renewal of this **policy**, but only for **claims** first made during such sixty (60) days (or such shorter period resulting from expiration of this automatic **extended reporting period**) that arise from **wrongful acts** or a **sexual misconduct incident** first taking place on or after the applicable retroactive date and prior to the effective date of such termination or non-renewal. This automatic **extended reporting period** shall immediately expire upon **your** purchase of replacement coverage.

2. Optional **extended reporting period**

You have the right, upon payment of the additional premium set forth on the Declarations, to a continuation of the coverage under this **policy** for an optional **extended reporting period** set forth on the Declarations following the effective date of termination or non-renewal, but only for **claims** first made during such optional **extended reporting period** that arise from **wrongful acts** or a **sexual misconduct incident** first taking place on or after the applicable retroactive date and prior to the effective date of such termination or non-renewal.

The right to continue coverage for an optional **extended reporting period** shall lapse unless **you** give **us** written notice of such election and **we** receive payment of the additional premium within thirty (30) days following the effective date of termination or non-renewal.

The first sixty (60) days of the optional **extended reporting period**, if it becomes effective, shall run concurrently with the automatic **extended reporting period**.

3. **We** shall give **you** written notice of the premium due for the optional **extended reporting period** as soon as practicable following the date **you** give **us** written notice of **your** election to purchase an optional **extended reporting period**. **You** shall pay such premium to **us** within ten (10) days following the date of **our** notice of the premium due. The optional **extended reporting period** is not cancelable and the entire premium for the optional **extended reporting period** shall be deemed fully earned and non-refundable upon payment.
4. Neither the automatic **extended reporting period** nor the purchase of the optional **extended reporting period** shall increase or reinstate the Limits of Insurance, which shall be **our** maximum liability for the **policy period** of this **policy** and **extended reporting periods** combined.

A change in this **policy's** terms, conditions, exclusions and/or premiums shall not be considered a non-renewal for purposes of triggering **your** rights to the automatic or optional **extended reporting periods**.

SECTION VIII. CONDITIONS

The following Conditions apply to each coverage provided by this **policy** except as otherwise expressly stated in such Condition.

A. Alternative Dispute Resolution

We and the **insured** shall submit any dispute or controversy arising out of or relating to this **policy**, including disputes as to breach, termination or validity of this **policy** and the scope or applicability of coverage provided by this **policy**, to the alternative dispute resolution ("ADR") process set forth in this section. Either **we** or the **insured** may elect the type of ADR process described below; provided, however, that the **insured** shall have the right to reject **our** choice of the type of initial ADR process at any time prior to its commencement, in which case the **insured's** choice of the initial ADR process shall control.

There shall be two ADR choices:

1. non-binding mediation administered by any mediation facility to which **we** and the **insured** mutually agree. **We** and the **insured** shall try in good faith to resolve the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
2. binding arbitration submitted to any arbitration facility to which **we** and the **insured** mutually agree. The arbitration panel shall consist of three disinterested individuals. The decision of the arbitrators shall be final, binding and provided to both parties. No arbitration award may include attorneys' fees or other costs.

In either mediation pursuant to **1.**, above, or arbitration pursuant to **2.**, above, the mediator or arbitrators shall have expertise in the legal or the insurance issues relevant to the matters in dispute.

In the event mediation is selected as the initial ADR process, either party shall have the right to commence arbitration in accordance with this section; provided, however, that no such arbitration shall be commenced until at least sixty (60) days after the date the mediation is concluded or terminated.

In all events, each party shall bear its own expenses in the ADR process.

B. Appeals

We have the right to appeal a judgment against an **insured** if:

1. the judgment is for more than the amount of the applicable **retained limit**; and
2. the **insured** does not appeal the judgment.

If **we** exercise **our** right to appeal a judgment, **we** will pay the costs of the appeal and any interest on those costs. Payment of those costs will be in addition to the applicable Limit of Insurance of this **policy**.

C. Assistance and Cooperation

You and any other involved **insureds** shall cooperate with **us** and provide to **us** all information and assistance which **we** reasonably request including, but not limited to:

1. cooperating with and assisting **us** in the investigation, defense or settlement of any **claim**;
2. promptly sending **us** all copies of any demands, notices, summonses or legal papers received in connection with any **claim**;
3. attending hearings, depositions and trials and obtaining the attendance of witnesses; and

4. cooperating with and assisting **us** in the enforcement of any right against any person or organization that may be liable to the **insured** because of injury or damage to which this insurance may also apply.

D. Audit of Books and Records

We may audit **your** books and records at any time during the **policy period** or within five (5) years after the **policy period**. There is, however, no time limit on auditing **your** books and records with respect to **claims** under this **policy**.

E. Bankruptcy/Financial Impairment

Bankruptcy or insolvency of any **insured**, or of the estate of any **insured** person, or an **insured's** inability to pay any part of the applicable **retained limit** shall not relieve **us** of **our** obligations nor deprive **us** of any rights or defenses under this **policy**. Under no circumstances shall **we** be required to drop down and replace any **retained limit** or assume any other obligations within the applicable **retained limit**.

F. Cancellation/Non-Renewal/Termination

1. Cancellation

You may cancel this **policy** by surrendering the **policy** to **us** or by mailing or delivering written notice to **us** stating when the cancellation date shall be effective. If **you** cancel this **policy**, the return premium will be computed at 90% of the pro rata premium, subject to the Minimum Earned Premium stated on the Declarations.

We may cancel this **policy** at any time by mailing to **you** a notice of cancellation sixty (60) days in advance of the cancellation date or ten (10) days in advance of the cancellation date in the event cancellation is for non-payment of premium, to the last known address of the first **named insured** on the Declarations. **Our** notice of cancellation will indicate the date on which coverage is terminated. If **we** cancel, return premium will be computed pro rata, subject to the Minimum Earned Premium stated on the Declarations.

2. Non-Renewal

Either party may elect to not renew the **policy** at its expiration date for any reason.

G. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this **policy** or estop **us** from asserting any rights under the terms of this **policy**. The terms of this **policy** can only be altered, modified, changed or waived by written endorsement that **we** issue and that is signed by **our** authorized representative to form a part of this **policy**.

H. Coverage Territory

Coverage under this **policy** shall extend to **accidents, occurrences or wrongful acts** taking place anywhere in the world, provided the **claim** is made and brought within the jurisdiction of and subject to the laws of the United States of America (including any individual state), Canada or their respective territories or possessions.

I. Currency

All premiums, limits of insurance, **retained limits, damages, claim expenses** and other amounts under this **policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **damages** and **claim expenses** under this **policy** is stated in a currency other than United States of America dollars,

payment under this **policy** shall be made in United States of America dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is entered or final settlement is reached. If The Wall Street Journal is not published on the date the final judgment is entered, the final settlement is reached or the other element of **damages** or **claim expenses** is due, respectively, the rate as published on the next date of publication of The Wall Street Journal shall apply.

J. Notice and Reporting Duties for All Coverages

1. Notice and Reporting of an Accident, Occurrence, Sexual Misconduct Incident, Wrongful Act or Claim

- a. You** must see to it that **we** are notified in writing as soon as practicable once **you** have knowledge of any **accident, occurrence, employment practices violation, sexual misconduct incident** or **wrongful act** which may be reasonably expected to give rise to a **claim** against an **insured** and that is likely to result in liability for **us** under this **policy**.
- b. You** must immediately make a written record of specific information about any **claim** which appears reasonably likely to involve liability for **us** under this **policy**, including but not limited to:
 - i.** the identity of any potential claimants;
 - ii.** a description of any anticipated allegations;
 - iii.** the identity of the **insured(s)** allegedly involved;
 - iv.** the circumstances by which the **insured** first became aware of the actual or alleged **accident, occurrence, sexual misconduct incident** or **wrongful act**;
 - v.** the consequences which have resulted or may result;
 - vi.** the nature of the potential **damages**; and
 - vii.** the date the **claim** was received.
- c. You** must notify **us** and provide the information specified above of any **accident, occurrence, sexual misconduct incident, wrongful act** or **claim**, regardless of the coverage or liability, which:
 - i.** is filed as a class action, whether or not any such class action or class is certified;
 - ii.** results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for **damages** that equal or exceed 50% of the applicable **retained limit**;
 - iii.** involves a notice of **claim** for a **wrongful act** which is reasonably likely to equal or exceed 25% of the applicable **retained limit**;
 - iv.** is scheduled for trial or an arbitration hearing at least ninety (90) days before the trial or arbitration; or
 - v.** involves any of the following:
 - (a)** any injury to the spinal cord or vertebrae, including paraplegia, quadriplegia and partial paralysis;
 - (b)** any serious head injury including skull fracture;
 - (c)** a brain or brain stem injury;
 - (d)** any burn to 25% or more of the body;

- (e) a fatality;
- (f) any amputation or loss of use of a major extremity or multiple minor extremities;
- (g) any sensory loss (such as sight, hearing, smell touch or taste); or
- (h) multiple fractures or serious disfigurement or scarring.

Notice required by this Condition shall be deemed given to **us** as soon as practicable if the department or person to whom **you** have delegated reporting responsibility notifies **us** as soon as practicable after such department or person has such knowledge.

2. Notice and Reporting of Claims and Circumstance Under CLAIMS MADE AND REPORTED COVERAGES

In addition to each of the notice and reporting Conditions set forth in Paragraph 1., above, the following conditions apply to any **SECTION I. Coverage** of this **policy** that is provided on a claims made and reported basis:

- a. Any **claim** against any **insured** must be reported in writing to **us** as soon as practicable, but in no event before the end of the **policy period**, or any applicable **extended reporting period**, of this **policy**. A **claim** that is first made against the **insured** less than thirty (30) days before the end of the **policy period**, however, may be reported to **us** within thirty (30) days after the end of the **policy period**.

- b. If **you**

- i. first become aware during the **policy period** of any **wrongful act, employment practices violation, sexual misconduct incident or occurrence** that took place during the **policy period** which may subsequently give rise to a **claim** against an **insured**; and
- ii. **you** provide **us** written notice during the **policy period** of the **wrongful act, employment practices violation, sexual misconduct incident or occurrence**

then any **claim** subsequently made against an **insured** arising from the reported **wrongful act, employment practices violation, sexual misconduct incident or occurrence** shall be deemed made during the **policy period**. In the event of such **claim**, **you** must provide **us** written notice of the **claim** as soon as practicable. Any fees, costs or expenses incurred prior to such **claim** being made, however, do not erode the applicable **retained limit** and are not covered by this **policy**.

3. Notice of Crisis Event

- a. **You** must notify **us** via telephone at the phone number provided on the notice form attached to this **policy** within twenty-four (24) hours of an actual or anticipated **crisis event**.
- b. **You** must provide **us** written notice as soon as practicable, but no later than thirty (30) days after the commencement of the **crisis event**. To the extent possible, this written notice should include:
 - i. details regarding the location, time and how the **crisis event** took place;
 - ii. the names and address of any affected persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the **crisis event**.

4. Written Notice and Claim Submission

Any written notice or **claim** submission required by the foregoing **Section VIII. CONDITIONS, J. Notice and Reporting Duties for all Coverages** shall be mailed or delivered to:

Berkley Public Entity Claims
200 Princeton South Corporate Center
Suite 280
Ewing, NJ 08628

Claim reporting information can also be emailed to PublicEntityClaims@wrberkley.com

5. Knowledge of an Accident, Occurrence, Employment Practice Violation, Sexual Misconduct Incident, Wrongful Act or Claim

For purposes of the foregoing **SECTION VIII. CONDITIONS, J. Notice and Reporting Duties for All Coverages** only, knowledge of an **accident, occurrence, employment practices violation, sexual misconduct incident, wrongful act or claim** by **your** agent or **employee** shall not in itself be deemed **your** knowledge unless any person with such knowledge is one of **your** executive officers or directors, serving in a supervisory or managerial capacity, acting as **your** risk manager or insurance manager, in **your** legal department or is a person to whom **you** have delegated responsibility for providing the notice and reporting required by the foregoing Conditions.

K. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives, assigns, spouses and any natural person legally recognized as a domestic partner of an **insured** under the provisions of any applicable federal, state or local law or qualifying as a domestic partner under the provisions of any formal program **you** have established shall be considered an **insured** under this **policy**. Coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and domestic partners only for a **claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **claim** seeks **damages** from marital community property, jointly held property or property transferred from a natural person **insured** to the spouse or legally recognized domestic partner. No coverage is provided under this **policy** for any act, error or omission of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **policy** shall also apply to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners including, without limitation, the **retained limits** shown on the Declarations.

L. Inspection

We have the right, but are not obligated to inspect any **insured's** premises and operations at any time. **Our** inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. **We** may give **you** reports on the conditions **we** find. **We** may also recommend changes to make the premises or operation a better insurance risk. While they may help reduce losses, **we** do not undertake the duty of any person or organization to provide for or advise on the health or safety of workers, third parties or the public. **We** do not warrant or represent that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

M. Interpretation and Headings

This **policy** is a commercial contract. If the language of this **policy** is to be interpreted in any **suit**, arbitration, mediation or appeal, any dispute regarding such interpretation shall be resolved without regard to authorship of the language and without any presumption of construction in favor of either the **insured** or the **insurer**.

The titles and headings to the sections, subsections and endorsements of this **policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such sections, subsections or endorsements.

N. Other Insurance

This **policy** is excess of and shall not contribute with any other valid and collectible insurance or self-insurance available to any **insured** whether such other insurance or self-insurance is stated to be primary, contributory, excess or contingent. The **insured** shall promptly, upon **our** request, provide **us** with copies of the policies or documentation of all such other insurance or self-insurance. This condition does not apply to an excess insurance policy that is specifically purchased to be in excess of this **policy**.

It is also agreed that such other insurance is excess over the **retained limit** and **we** will not make any payments until the other insurance and the **retained limit** have been exhausted.

The insurance under this **policy** is not subject to the terms, conditions, or limitations of any other insurance or self-insurance.

O. Transfer of Rights to Recover to Us

If any **insured** has rights to recover from any person or organization any payment **we** have made under this **policy**, those rights are transferred to **us**. The **insured** must do everything necessary to secure and preserve, and nothing to impair, these rights.

P. Legal Action Against Us

This **policy** grants no rights whatsoever to any person or organization to sue **us** or join **us** as a party to any action against any **insured** to determine the liability of any **insured**, nor shall **we** be impleaded by any **insured** or its legal representatives.

Q. Premiums

We will compute all premiums for this **policy** in accordance with **our** rules and rates. **You** must keep records of the information needed for premium computation, and send copies at such times as **we** may request.

R. Separation of Insureds

Except with respect to the Limits of Insurance, **retained limits** and any rights or duties specifically assigned to **you** in this **policy**, this insurance applies separately to each **insured** against whom a **claim** is brought.

S. Sole Agent for All Insureds

By acceptance of this **policy** **you** agree to act on behalf of and serve as the sole agent for all **insureds**, and all **insureds** agree that **you** shall so act, with respect to:

1. the return or payment of any premiums or **retained limits**;
2. cancellation or non-renewal of this **policy**;
3. the issuance, receipt and acceptance of this **policy** and any endorsements issued to form a part of the **policy**; and
4. the receiving of any notices from **us** required by this **policy**.

T. Transfer of Rights and Duties

No **insured** may transfer any rights, interests or duties under this **policy** without **our** prior written consent except in the case of death of a natural person **insured**. If a natural person **insured** dies,

that **insured's** rights and duties will be transferred to that **insured's** legal representative, but only while acting within the scope of duties as that **insured's** legal representative. Until that **insured's** legal representative is appointed, any person having proper temporary custody of that **insured's** property will have that **insured's** rights and duties but only with respect to that property.

U. When Damages and Claim Expenses are Payable

We will pay on the **insured's** behalf **damages** and/or **claim expenses** that exceed the applicable **retained limit** as they become due without regard to any future payment obligations. If **we** elect, at **our** sole discretion, to advance or pay any amounts on behalf of any **insured** within the applicable **retained limit**, **you** will promptly reimburse **us** for all such amounts.

V. Conformance with State Law or Regulation

In the event that provisions of this **policy** conflict with any state statute or regulation, then this **policy** is amended to conform with such statute or regulation.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

SIGNATURES

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

GEMINI INSURANCE COMPANY A STOCK COMPANY

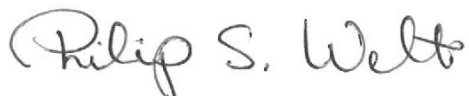
THIS POLICY CONSISTS OF:

- Declarations;
- The Coverage Form; and
- Endorsements, Notices and other Forms attached hereto.

In Witness Whereof, **we** have caused this **policy** to be executed and attested, and, if required by state law, this **policy** shall not be valid unless countersigned by **our** authorized representative.



W. Robert Berkley, Jr., Director and President



Philip S. Welt, Secretary

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

SERVICE OF SUIT

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

Service of process of **suits** against the company may be made upon the following person, or another person the company may designate, at the address set forth below:

Claims Department
Berkley Public Entity (a Berkley Company)
200 Princeton South Corporate Center, Suite 280
Ewing, NJ 08628

The person named above is authorized and directed to accept service of process on the company's behalf in any action, **suit** or proceeding instituted against the company.

The law of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Superintendent, Commissioner or Director of Insurance as the company's agent upon whom service of process on the company's behalf may be made. The company also authorizes the Superintendent, Commissioner or Director of Insurance to mail process received on the company's behalf to the company person named above.

If the **insured** is a resident of Canada, the **insured** may also serve **suit** upon the company by serving the government official designated by the law of the **insured's** province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE **POLICY** TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

1. **SECTION V. EXCLUSIONS, A. Exclusions Applicable to all Coverages**, is amended to add the following exclusion:

Terrorism

Any injury or damage arising, directly or indirectly, out of a **certified act of terrorism**.

2. **SECTION VI. DEFINITIONS** is amended to add the following definitions for the purposes of this endorsement:

Any injury or damage means any injury or damage covered under any coverage of the **policy**, including, without limitation, **bodily injury, property damage, personal injury, advertising injury, damages** and **claim expenses** as defined in the **policy**.

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 the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

- a. 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
- b. 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.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended to add the following:

Cap on Losses from Certified Acts of Terrorism

1. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
2. Notwithstanding the foregoing, the **policy** does not apply to **any injury or damage** that is otherwise excluded under any coverage of the **policy**.
3. The following definitions apply under this endorsement:

Any injury or damage means any injury or damage covered under the **policy**, including, without limitation, **bodily injury, property damage, personal injury, advertising injury, damages and claim expenses** as defined in the **policy**.

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 the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

- a. 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
- b. 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.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BIOMETRIC INFORMATION EXCLUSION

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

1. **SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages** is amended to add the following:

This **policy** does not apply to and **we** have no duty to defend or to pay any **claim expenses** or **damages** for any **claim** or **suit** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

Biometric Information

- a. the actual or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any **Biometric identifiers** or **Biometric information**, or failure to obtain consent for any of the foregoing.
- b. A **claim**, investigation, demand, **suit** or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy and any **Biometric identifiers** or **Biometric information**.
- c. An actual or alleged violation of any privacy law, including:
 - i. the Illinois Biometric Information Privacy Act (BIPA);
 - ii. the California Consumer Privacy Act (CCPA);
 - iii. the California Privacy Rights Act (CPRA);
 - iv. the EU General Data Protection Regulation (GDPR); or
 - v. any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any **Biometric identifiers** or **Biometric information** or obtaining consent for any of the foregoing.

This exclusion applies regardless of:

- (1) any **insured's** culpability or intent;
 - (2) whether the **claim**, investigation, demand, **suit**, proceeding or allegation against any **insured** alleges negligence, a **wrongful act** or other wrongdoing, in whole or in part, arising out of hiring, placing, supervising, employing, training or monitoring of others, or the maintenance or security of any premises;
2. **SECTION VI. DEFINITIONS** is amended to include the following:

Biometric identifiers means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, **biometric identifiers** includes but is not limited to the following:

- a. retina or iris scan;
- b. fingerprint;
- c. voiceprint;
- d. DNA;
- e. finger, hand, or palm scan;
- f. scan of hand or face geometry;
- g. vein patterns;
- h. voice recordings;
- i. keystroke patterns or rhythms;
- j. gait patterns or rhythms;
- k. sleep, health, or exercise data that contain identifying information; or
- l. any other biometric algorithm or measurement of **a.** through **k.** or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.

Biometric information means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any **biometric identifiers**.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ABSOLUTE AIRCRAFT AND AVIATION OPERATIONS EXCLUSION

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages, 20. Manned and Unmanned Aircraft and Aviation Operations is deleted and replaced with the following:

20. Manned and Unmanned Aircraft and Aviation Operations

The ownership, maintenance, loading or unloading, control, use or operations of any manned or unmanned aircraft, drone, airfield, runway, hangar, building or other properties in connection with aviation activities.

This exclusion applies even if the **claim** alleges:

- a. **personal injury**; or
- b. negligence, a **wrongful act** or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an **insured**.

Solely with respect to **SECTION I. COVERAGES, A. General Liability Coverage**, this exclusion does not apply to the **insured's** liability for the condition of that part of premises, buildings or other properties to which the general public is ordinarily admitted.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

EXCEPTION TO FAILURE TO SUPPLY EXCLUSION – LIMITED COVERAGE

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

SCHEDULE
FAILURE TO SUPPLY WATER Limits of Insurance Each Occurrence Limit: 1000000 Aggregate Limit (included in General Liability Aggregate): 1000000 Retained Limit Each Occurrence: 1500000
FAILURE TO SUPPLY SEWERAGE SERVICE Limit of Insurance Each Occurrence Limit: 1000000 Aggregate Limit (included in General Liability Aggregate): 1000000 Retained Limit Each Occurrence: 1500000
FAILURE TO SUPPLY ELECTRICITY SERVICE Limit of Insurance Each Occurrence Limit: Not Covered Aggregate Limit (included in General Liability Aggregate): Not Covered Retained Limit Each Occurrence: Not Covered

SECTION V. EXCLUSIONS, A. Exclusions Applicable to All Coverages, 18. Failure to Supply is deleted in its entirety and replaced with the following:

18. Failure to Supply

The complete or partial failure to supply gas, oil, water, electricity, steam or sewerage service. Subject to the Limit of Insurance and **retained limit** stated on the Schedule above, this exclusion does not apply to a **claim** for **bodily injury** or **property damage** caused by the failure to supply water, the failure to supply sewerage service or the failure to supply electricity service if such failure is caused by an **occurrence** during the **policy period**.

The Aggregate Limit stated on the Schedule above, is included in and not in addition to the General

Liability Aggregate Limit stated on the Declarations.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

FIRE DAMAGE LEGAL LIABILITY TO PREMISES RENTED TO YOU

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

SCHEDULE	
FIRE DAMAGE LEGAL LIABILITY LIMITS	
Limit of Insurance	
Each Occurrence Limit:	\$500,000
Aggregate Limit (included in General Liability Aggregate):	\$500,000
Retained Limit	
Each Occurrence	\$1,500,000

1. **SECTION V. EXCLUSIONS, B. General Liability Coverage Exclusions, 7. Property Damage** is deleted and replaced with the following:

7. Property Damage

Any **property damage** to:

- a. property owned, occupied or leased by an **insured**, purchased by an **insured** under an installment sales contract or on consignment to an **insured**. Subject to the Fire Damage Legal Liability Limit stated on the Schedule above, this exclusion **7. Property Damage, a.** does not apply to **your** legal liability for **property damage** to premises caused by fire while such premises are rented to **you** or temporarily occupied by **you** with permission of the owner;
- b. property loaned to an **insured**;
- c. **personal property** in the care, custody, or control of an **insured**;
- d. premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- e. that particular part of real property on which **you** or any of **your** contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

2. **SECTION I. COVERAGES** is amended to add the following:

Fire Damage Legal Liability Coverage

We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay as

damages for **property damage** to premises caused by fire while such premises are rented to **you** or temporarily occupied by **you** with permission of the owner. **Our** obligation under this Fire Damage Legal Liability coverage only applies after the **retained limit** stated on the Schedule above has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits** of the **policy**.

3. **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, B. Limits of Insurance, 3. Occurrence, Accident, Wrongful Act, Sexual Misconduct Incident or Claim Limits** is amended to add the following:

Fire Damage Legal Liability

Subject to the Aggregate Limited shown on the Schedule above, the Each Occurrence Fire Damage Legal Liability Limit shown on the Schedule above is the most **we** will pay in excess of the **retained limit** for the total of all **damages** and **claim expenses** because of a **claim** for **property damage** to premises caused by fire while such premises are rented to **you** or temporarily occupied by **you** with permission of the owner arising out of a single **occurrence** regardless of the number **claims** or persons or organizations making **claims**. The Each Occurrence Fire Damage Legal Liability Limit is included in, and is not in addition to, the General Liability Coverage Each Occurrence Limit stated on the Declarations.

4. **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, B. Limits of Insurance, 4. Aggregate Limits** is amended to add the following:

Fire Damage Legal Liability Aggregate Limit – Included in the General Liability Aggregate Limit

The Aggregate Fire Damage Legal Liability Limit shown in the Schedule above is the maximum **we** will pay for the total of all **damages** and **claim expenses** because of **property damage** under the Fire Damage Legal Liability coverage. The Aggregate Fire Damage Legal Liability Limit is included in, and is not in addition to, the General Liability Coverage Aggregate Limit stated on the Declarations.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION WHERE REQUIRED BY CONTRACT

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

SECTION VIII. CONDITIONS, O. Transfer of Rights to Recover to Us is deleted and replaced with the following:

O. Transfer of Rights to Recover to Us

If any **insured** has rights to recover from any person or organization any payment **we** have made under this **policy**, those rights are transferred to **us**. The **insured** must do everything necessary to secure and preserve, and nothing to impair, these rights. However, **we** will waive **our** right to recover if the **insured** has waived the right of recovery in a written contract with such person or organization that was executed prior to the **occurrence, accident** or **wrongful act** for which **we** have made payment under this **policy**.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

PUBLIC OFFICIALS, EMPLOYMENT PRACTICES AND EMPLOYEE BENEFITS LIABILITY AND LIMITED SEXUAL MISCONDUCT OCCURRENCE LIABILITY COVERAGE – CLAIM EXPENSES INCLUDED IN THE LIMITS

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

SCHEDULE		
COVERAGE AND LIMITS OF INSURANCE		
Coverage Section	Limits of Insurance	
C – Public Officials, Employment Practices & Employee Benefits Liability	Aggregate	\$5,000,000
C.1. Public Officials Liability	Each Claim	\$5,000,000
C.2. Employment Practices Liability	Each Claim	\$5,000,000
C.3. Employee Benefits Liability	Each Claim	\$5,000,000
D – Limited Sexual Misconduct Occurrence Liability	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
(Included in Public Officials, Employment Practices & Employee Benefits Liability Aggregate Limit)		
RETAINED LIMITS OF INSURANCE:		
Coverage Section	Retained Limit	
C – Public Officials, Employment Practices & Employee Benefits Liability		
C.1. Public Officials Liability	Each Claim	\$1,500,000
C.2. Employment Practices Liability	Each Claim	\$1,500,000
C.3. Employee Benefits Liability	Each Claim	\$1,500,000
D – Limited Sexual Misconduct Occurrence Liability	Each Occurrence	\$1,500,000

1. The Declarations are amended to delete **COVERAGE AND LIMITS OF INSURANCE, Coverage Section C – Public Officials, Employment Practices & Employee Benefits Liability, COVERAGE AND LIMITS OF INSURANCE, Coverage Section D – Limited Sexual Misconduct Incident Liability, RETAINED LIMITS OF INSURANCE, Coverage Section C – Public Officials, Employment Practices & Employee Benefits Liability and RETAINED LIMITS OF INSURANCE, Coverage Section D – Limited Sexual Misconduct Incident Liability** and replace them with the Schedule above.

The Declarations are amended to delete **RETROACTIVE DATE**, C – Public Officials, Employment Practices & Employee Benefits Liability, **RETROACTIVE DATE**, D – Limited Sexual Misconduct Incident Liability, **OPTIONAL EXTENDED REPORTING PERIOD**, C – Public Officials, Employment Practices & Employee Benefits Liability and **OPTIONAL EXTENDED REPORTING PERIOD**, D – Limited Sexual Misconduct Incident Liability.

2. **SECTION I. COVERAGES, C. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage – CLAIMS MADE AND REPORTED** is deleted and replaced with the following:

C. Public Officials, Employment Practices Liability and Employee Benefits Liability Coverage

We will pay on behalf of the **insured** those sums that the **insured** becomes legally obligated to pay as **damages** in excess of the **retained limit** because of a **claim** for:

1. A **wrongful act** that first took place in the Coverage Territory during the **policy period** if such **claim** is made by or on behalf of a person or organization other than **your employee(s)**.
2. A **wrongful act** that first took place in the Coverage Territory during the **policy period** if such **claim** is made by or on behalf of any of **your employees** or applicants for employment by **you** for an **employment practices violation**.
3. A **wrongful act** in the **administration** of **your employee benefit program** that first took place in the Coverage Territory during the **policy period**, if such **claim** is made by or on behalf of any of **your employees**.

All **interrelated wrongful acts** shall be deemed to have first taken place at the time the earliest of such **interrelated wrongful act** took place regardless of whether such time is before the **policy period**.

All **claims** based on or arising out of the same **wrongful act** or **interrelated wrongful acts** shall be deemed a single **claim** subject to a single Each Claim Limit regardless of the number of persons or entities making such **claims**.

Our obligation under this coverage to pay for **damages** on the **insured's** behalf only applies after the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.

3. **SECTION I. COVERAGES, D. Limited Sexual Misconduct Incident Liability Coverage – CLAIMS MADE AND REPORTED** is deleted and replaced with the following:

D. Limited Sexual Misconduct Occurrence Liability Coverage

We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay as **damages** in excess of the **retained limit** for **bodily injury** because of a **sexual misconduct occurrence** that first took place during the **policy period**.

All **claims** arising out of an act of **sexual misconduct** or **interrelated sexual misconduct** acts shall be deemed a single **sexual misconduct occurrence** that took place at the time the earliest act of **sexual misconduct** or **interrelated sexual misconduct** act was committed regardless of whether such **sexual misconduct** act or **interrelated sexual misconduct** act was committed before the **policy period**.

This coverage does not apply to any person who actually or allegedly committed any act of **sexual misconduct**.

Our obligation under this coverage to pay **damages** on the **insured's** behalf only applies after the **retained limit** has been exhausted in accordance with **SECTION IV. RETAINED LIMITS AND LIMITS OF INSURANCE, A. Retained Limits**.

4. **SECTION VI. DEFINITIONS, 60. Sexual Misconduct Incident** is deleted and replaced with the following:

60. Sexual misconduct occurrence means:

- a.** actual or alleged negligent hiring, employment, supervision, or retention of any **insured** who committed or allegedly committed any **sexual misconduct**;
- b.** actual or alleged negligent investigation of or failure to investigate any allegation that an **insured** committed or attempted to commit any **sexual misconduct**; or
- c.** actual or alleged reporting or failure to report an **insured** who committed or allegedly committed any **sexual misconduct**.

- 5.** All references in the **policy** to “**sexual misconduct incident**” are deleted and replaced with **sexual misconduct occurrence**.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – WHEN REQUIRED BY WRITTEN CONTRACT GENERAL LIABILITY COVERAGE

Policy Number	Endorsement Effective Date	Endorsement Number
	11/01/2023	

This endorsement modifies insurance provided under the following:

BERKLEY PUBLIC ENTITY PREMIER PUBLIC ENTITY RETAINED LIMITS POLICY

You and we agree that the **policy** is amended as follows:

SCHEDULE OF LIMITS OF INSURANCE – ADDITIONAL INSURED	
Each Occurrence:	\$5,000,000
Aggregate Limit:	\$5,000,000

Solely with respect to **SECTION I. COVERAGES, A. General Liability Coverage, SECTION III. WHO IS AN INSURED** is amended to include any person or organization that **you** are obligated by a written contract to name as an additional insured for general liability coverage, subject to all of the following:

1. The written contract must be in effect during the **policy period** and qualify as an **insured contract** as defined by the **policy**.
2. The insurance provided to any person or organization qualifying as an **insured** under this endorsement only applies to such **insured's** liability for **bodily injury, property damage, personal injury or advertising injury** caused by **your** acts or omissions:
 - a. in the performance of **your** obligations under the written contract with such **insured**; or
 - b. in connection with premises that **you** own or that are rented or leased to **you**.
3. The insurance provided to any person or organization qualifying as an **insured** under this endorsement only applies to **bodily injury, property damage, personal injury or advertising injury** caused by an **occurrence** that first takes place after the execution of the written contract and before end of the period of time required by the written contract or the **policy period**, whichever occurs first. In no event does the insurance provided by this endorsement apply before the commencement or after the expiration of the **policy period**.
4. Any insurance provided to any person or organization qualifying as an **insured** under this endorsement shall be excess over and not contribute with any other valid and collectible insurance available to such **insured** regardless of whether that other insurance is written as primary, excess, contingent or any other basis unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis. If the written contract specifically requires that this insurance apply on a primary and non-contributory basis, the insurance provided to any person or organization qualifying as an **insured** under this endorsement shall apply on that basis.
5. Subject to Paragraph 4., above, the Limit of Insurance available to any person or organization qualifying as an **insured** under this endorsement shall be the lesser of:
 - a. the minimum Limit of Insurance agreed to in the written contract; or
 - b. the Limit of Insurance stated on the Schedule above.

Such limits are included in, and not in addition to, the General Liability Each Occurrence and

General Liability Aggregate Limits stated on the Declarations of this **policy**.

6. Any person or organization qualifying as an **insured** under this endorsement must give **us** notice, as soon as practicable, of any **occurrence** that is reasonably expected to give rise to a **claim** that is likely to result in liability for **us** under this **policy** and immediately forward all legal papers to **us** in accordance with **SECTION VIII. CONDITIONS, J. Notice and Reporting Duties for All Coverages**; cooperate in the defense of any **claim** in accordance with **SECTION VIII. CONDITIONS, C. Assistance and Cooperation**; and otherwise comply with all of the **policy's** terms and conditions.
7. The insurance provided to any person or organization qualifying as an **insured** under this endorsement does not apply to any **bodily injury, property damage, personal injury or advertising injury** for which coverage is provided to such **insured** under another endorsement to this **policy**.

All other terms and conditions of the **policy** remain unchanged.

Authorized Representative

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

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

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

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

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

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

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

**IN CASE OF LOSS
REFER NOTICE IMMEDIATELY TO:**

Email:	PublicEntityClaims@wrberkley.com
Mailing Address:	200 Princeton South Corporate Center, Suite 280 Ewing, NJ 08628
Contact:	Berkley Public Entity Claims Department
Telephone:	609-963-3320



City of North Las Vegas
2250 Las Vegas Blvd. N.
North Las Vegas, NV,

RE: Medicare, Medicaid and SCHIP Extension Act of 2007 ("SCHIP") RRE Registration
Policy Number(s):

Gentlemen/Ladies:

Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), a new federal law that became effective January 1, 2009, requires liability insurers, including those who are self-insured, to report claim information about payments to claimants who might also be eligible for payments from Medicare and Medicaid. This reporting is to assist the Centers for Medicare & Medicaid Services (CMS) and other insurance plans to properly coordinate payment of benefits among plans.

Since the general liability policy for your company is written with a self insured retention, this federal law defines you as a Responsible Reporting Entity (RRE). RREs are required to send claim information to CMS regarding claimants who are potential Medicare beneficiaries. The penalties, payable by the RRE, for non-compliance with this federal law are substantial, up to \$1,000 per day per claim.

If you qualify as a "Small Reporter" (generally defined as receiving fewer than 500 claims per year) you will be able to use the Section 111 Coordination of Benefits Secure Website ([www. Section111. cms.hhs. gov](http://www.Section111.cms.hhs.gov)) to manually enter and submit individual claim reports. If you do not qualify as a "Small Reporter" then you will need to register as a Responsible Reporting Entity and report your claims electronically. Once you have exhausted your self insured retention on an individual claim, Berkley Public Entity will take over the reporting responsibilities for that individual claim.

Berkley Public Entity will not be responsible for your reporting obligations to the federal government until your self insured retention is exhausted nor will we be responsible for payment of any penalties for not reporting claims to CMS. If you would like further information about this requirement, visit the website <http://www.cms.hhs.gov/MandatoryInsRep/>.

Thank you for your immediate attention to this matter.

Best Regards,
Kimberly Ladzinski

NEVADA UNINSURED MOTORISTS COVERAGE AND MEDICAL PAYMENTS COVERAGE SELECTION/REJECTION

Policy Number:	Policy Effective Date:
Company:	Producer:
Applicant/Named Insured:	

Nevada law permits you to make certain decisions regarding Uninsured Motorists Coverage and Medical Payments Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage or Medical Payments Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

A. Mandatory Offer Of Uninsured Motorists Coverage

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident, including damages due to bodily injury that result from an automobile accident with a:

- Hit-and-run vehicle whose operator or owner cannot be identified.
- Vehicle to which insurance protection applies at the time of the accident but the amount paid for bodily injury under such insurance protection to an insured is not enough to pay the full amount the insured is legally entitled to recover as damages.

Please indicate your choice by initialing next to the appropriate item below.

1. Selection Of Uninsured Motorists Coverage

<p>(Initials)</p> <p>I select Uninsured Motorists Coverage at limits equal to the limits of my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.</p>
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2. Rejection Of Bodily Injury Uninsured Motorists Coverage

<p>(Initials)</p> <p>I reject Uninsured Motorists Coverage.</p>
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3. Lower Limit(s) For Uninsured Motorists Coverage

(Initials) _____			
I reject Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage and I select the following lower limits.			
(Choose one):			
(Initials) _____	<u>Split Limits</u>	OR _____	(Initials) _____
			<u>Combined Single Limit</u>
	\$ 15,000/30,000		\$ 30,000
	25,000/50,000		35,000
	50,000/100,000		50,000
	100,000/300,000		75,000
	250,000/500,000		100,000
	500,000/500,000		200,000
	500,000/1,000,000		250,000
	1,000,000/1,000,000		300,000
			350,000
			500,000
			1,000,000
	(Other)		(Other)

B. Mandatory Offer Of Medical Payments Coverage

Medical Payments Coverage provides insurance protection, without regard to legal liability, to an insured for reasonable medical expenses that result from an automobile accident.

Please indicate your choice(s) by initialing next to the appropriate item(s) below.

1. Selection Of Medical Payments Coverage

(Initials)	I select Medical Payments Coverage at the following limit:
(Choose one):	
(Initials)	Medical Payments
	\$ 1,000
	2,000
	3,000
	5,000
	7,500
	10,000
	25,000
	50,000
	75,000
	100,000
	(Other)

2. Rejection Of Medical Payments Coverage

(Initials)
_____ I reject Medical Payments Coverage.

Signature Of Applicant/Named Insured

Date

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *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.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, 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. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$7,800.00
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant’s Signature

Insurance Company

Print Name

Policy Number

Date