STATE OF OKLAHOMA FOSTER CARE PROGRAM

SUMMARY OF INSURANCE

FOSTER CARE LIABILITY INSURANCE

Carrier:	**James River Insurance Company**	
Broker:	**Marsh USA**	
Policy No.:	00044673-16	
Policy Term:	August 30, 2026 to August 30, 2027	
Limits of Liability:	General Aggregate	$5,000,000
	Products / Completed Operations Aggregate	Excluded
	Personal & Advertising Injury	Included
	Each Foster Household Occurrence – Each Claim	$300,000
	Each Foster Household Aggregate – Each Household	$300,000
	Damage to Property you Own or Premises Rented to you – Each Claim	$5,000
	Medical Expense	Excluded
	Property Damage Deductible – Per Claim	$250
Coverage Trigger:	Claims Made Form with August 30, 2010 Retro Date	
Terms and Conditions as Per Coverage Form:	CG 0002 (12/07)	

Notable Endorsements
(At Policy Inception):

AP0001US-0403 Schedule A

CG0002-1207 Commercial General Liability Coverage Form -Claims Made

AP2700US-0107 General Liability Changes Claims-Made to Claims-Made and Reported

AP2702US-0107 Extended Reporting Period Endorsement

AP2704US-0406 Restricted Reporting Endorsement

AH2302US-0905 Physical Abuse or Sexual Misconduct Limits of Liability Endorsement

- Each Claim Limit: $100,000
- Aggregate Limit: $100,000

AH2307US-1016 Deductible Endorsement - Damages and Expenses

This document is only a synopsis of coverage and intended for use as a reference. The actual policy contains exclusions and/or limitations not summarized herein. The actual policy should be consulted for full coverage terms and conditions, including any endorsements that may be issued after the policy inception.

AP2103US-0607 Minimum Policy Premium

AP2108US-0811 Supplementary Payments (Defense Costs) within Limits of Insurance

AP2300US-1106 Composite Rate Endorsement
- $90.25 per family in excess of 4,000 foster households

AH2305US-0912 Professional Liability Endorsement (Claims-Made and Reported)

AP2104US-0625 Common Policy Conditions

AP2107US-0624 Binding Arbitration

CG2139-1093 Contractual Liability Limitation

AP2008US-0712 Limitation of Coverage to Designated Premises
- Foster Households as on file with Company

CG0068-0509 Recording and Distribution of Material or Information in Violation of the Law Exclusion

CG2107-0514 Exclusion - Access or Disclosure of Confidential or Personal Info and Data-Related Liability - Limited BI Exception Not Included

CG2135-1001 Exclusion - Coverage C - Medical Payments

CG2147-1207 Employment-Related Practices Exclusion

CG4032-0523 Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

IL0021-0908 Nuclear Energy Liability Exclusion

AH2300US-0205 Additional General Liability Exclusions

AP2031US-0411 Exclusion - Cross Suits

AP2032US-1223 Exclusion - Bodily Injury to Employees, Temporary Workers and Volunteer Workers

AP2036US-1105 Absolute Pollution and Pollution Related Liability – Exclusion

AP2102US-0403 Communicable Disease Exclusion

AP2106US-0812 Absolute Auto, Aircraft and Watercraft Exclusion

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AP2111US-1105 Exclusion - Punitive Damages

AP5054US-0222 Combined Policy Exclusions

AP5076US-0423 Exclusion Biometric Information Privacy Claim

AP5605US-0924 Fungi or Bacteria Exclusion – Habitational Or Other [CGL]

AP1010US-0905 Oklahoma Changes – Notice of Non-renewal

CG2175-0115 Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States

AP5027R-0115 Rejection of Coverage for Certified Acts of Terrorism Coverage
IL1201-0403 Policy Changes - Amended Covered Persons and Entities

IL1201-0403 Policy Changes - Property Damage to Property of a Named Insured:
A. Subject to the Deductible $250 we will pay at "Actual cash Value" up to $5,000 on behalf of an insured for "Property Damage" to property of an insured for
"Property Damage" to property of and insured unintentionally caused by one or more "Foster Children" in the care, custody and control of a "Named Insured" , if the act causing the damage occurred during the policy period.

IL1201-0403 Policy Changes - Deductible Endorsement

- Bodily Injury Liability $0 per claim
- Property Damage Liability $250 per claim

IL1201-0403 Policy Changes - Professional Liability Endorsement - Professional Liability Endorsement (Claims-Made And Reported)

IL1201-0403 Policy Changes - Amendment of Section IV-Definitions

IL1201-0403 Policy Changes - Coverage Extension – Guaranteed Rate

ILP001-0104 US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

This document is only a synopsis of coverage and intended for use as a reference. The actual policy contains exclusions and/or limitations not summarized herein. The actual policy should be consulted for full coverage terms and conditions, including any endorsements that may be issued after the policy inception.

JAMES RIVER INSURANCE

Property Damage Claim Form
State of Oklahoma Foster Parent Insurance Program - 00044673

General Information

Foster Parent Name: _____
Complete Address: _____
Phone: (____)_____ Alternate Phone: (____)_____
Email Address: _____
Date of DHS Approval as Foster Parent: ____/___/____ Date of Child Placement: ____/___/____

Incident Information

Nature of Incident: Foster Parent Property Damage _____ or Damage to Property of Others _____
Date of Incident: ____/___/____ Time: _____ am/pm Location: _____
How many children were living in the home on the date of this incident? _____ How many of these children are foster children? _____ How many are your own children? _____

Description of Property Damaged: _____
Description of Incident: _____
_____
_____
Property Owner Name: _____ Address: _____
Estimated cost to repair: _____

Witness Name: _____ Address: _____
Relationship to Foster child: _____
Phone: (____)_____Email: _____
Was the incident reported to the Police and/or Fire Department: Yes _____ No____
If yes, when was the incident reported: _____ Who reported the incident?:_____
Have you received: Letter from attorney _____, Lawsuit_____, Other (explain)_____

Please attach copies of any papers, documents, written receipts and/or proof(s) of payment that you have regarding this claim. Please include any additional information on a separate sheet of paper:
Signature: _____ Print Name:_____
Date:____/_____/_____

If you have any questions, please call misty Anderson at 804-289-2970
Submit Report to: James River Insurance Company Claims Department
All Claims: FAX 804-420-1058 or coreclaims@jamesriverins.com
Mail: P.O. Box 27648, Richmond, VA 23261-7648

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.

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JAMES RIVER INSURANCE COMPANY

Privacy Policy

We do not sell customer information to nonaffiliated third parties, and we do not share customer information with nonaffiliated third parties except those parties who perform contractual services for us, and parties to which we are authorized to provide information by law. In addition, when we provide information to affiliates or non-affiliates, we limit those disclosures to information about your transactions and experiences with us and to disclosures otherwise permitted by law. You do not need to take any action to prevent us from selling or sharing information we obtain about you.

We use security measures and training in our effort to protect the customer information we collect. We protect the information we obtain about you by maintaining physical, electronic and procedural safeguards.

We collect the following types of information about you when you purchase or use our products and services. Most of the information that we obtain about you comes directly from you, such as through the insurance applications you submit when requesting insurance products. These applications and other inquiries we make of you allow us to learn information that we may use to contact you in the future, such as your name, address, telephone number and e-mail address. In addition, insurance applications and other information you provide enables us to determine the type and value of your insured property, the types of insurance coverages you have or in which you might be interested, and similar information.

If you visit an Internet site that we maintain, we might request or obtain information that will enable us to identify you as a registered user, such as your name, a user identification name, a password, password reminders, and your Internet service provider. We might use a “cookie” to retain some of this information. We also might obtain information about your operating system, web browser and similar information to enable us to improve the operation of our site.

When we consider products and services in which you may be interested, we often review information that we have about your past transactions with us or our affiliates, such as your existing or former policy coverages, premiums and payment history. In addition, we may learn information about your transactions with nonaffiliated third parties, including the types of products or services you obtained from them and your experiences with them. Finally, we may obtain other information from third parties that has a bearing upon your eligibility for the products or services you seek from us. This information may include your credit report or information about your creditworthiness, or other information maintained by consumer reporting agencies.

We provide customer information only to our affiliates and to nonaffiliates that must protect your customer information.

We also may provide information as mentioned in this notice to nonaffiliated third parties that perform services for us or perform functions on our behalf, such as marketing and research, or to other financial institutions with which we have joint agreements for activities such as marketing. By law, our contracts with these parties must prevent them from using the information they receive about you except as described in this notice.

Finally, we may share customer information as permitted by applicable law. This means that we will share information with parties as necessary to affect, administer, or enforce transactions that you request. For example, we might provide information to a company that processes, prints and mails our insurance policies to you, or to a company that adjusts claims under your policies. We also might disclose customer information to other entities specified by law, such as insurance advisory organizations, our attorneys and accountants, consumer reporting agencies, or civil and regulatory authorities. Federal law sets the limitations on these types of disclosures.

We strive to keep our records as accurate as possible. We attempt to maintain accurate records about you and we will gladly make appropriate corrections when you notify us. Of course, we do not control the accuracy of information gathered and provided by third parties, and you may need to notify third parties directly if you believe that any information we received from them is inaccurate. You may request the name and address of any consumer-reporting agency from which we obtain a report on you. You then may contact that consumer-reporting agency to request a copy of the report it makes or to advise of any changes to the information they maintain and report.

We will provide one copy of this Privacy Policy to joint contract holders. Please share this information with everyone covered under your policy or contract.

James River Insurance Claims Information

Reporting a Claim

- New Claims must be reported in writing by Fax, Email or by Mail.
- New Claims notices are not acceptable by telephone.
- If you are inquiring about an existing Claim, please contact your Claims representative directly or call (804) 289-2712

Contact Information:

Email: CoreClaims@jamesriverins.com

Fax: (804) 420-1058, Attention: Claims Department

Mail:
Claims Department
James River Insurance Company
PO Box 27648
Richmond, VA 23261

Insured's Duties in Respect to Claims

Please read your policy.

Your duties and responsibilities when a claim occurs are detailed in your policy.

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

COMPANY:
JAMES RIVER INSURANCE COMPANY
6641 WEST BROAD STREET, SUITE 300
RICHMOND, VA 23230

POLICY NUMBER
00044673-16

SUMMARY OF CHARGES

Premium	$349,444.00
Policy Fee	$275.00
Surplus Lines Tax	$20,983.14
OK Transaction Fee	$612.01
Total	$371,314.15

1. NAMED INSURED AND MAILING ADDRESS

State of Oklahoma Foster Care Program Under the Licensing Authority of the Oklahoma Department of Human Services
2400 N Lincoln Blvd
Oklahoma City, OK 73125

PRODUCER: 12457

CRC - Dallas (Walnut Hill)
12377 Merit Drive, Suite 1000
Dallas, TX 75251

2. POLICY PERIOD: From 08/30/2026 to 08/30/2027 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON STATEMENTS IN THE APPLICATION(S) AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. LIMITS OF INSURANCE

General Aggregate Limit	$ 300,000	
Products / Completed Operations Aggregate Limit	Excluded	
Personal & Advertising Injury Limit	Included	Any one person or organization
Each Occurrence Limit	$ 300,000	
Damage to Premises Rented to You Limit	$ 5,000	Any one premises
Medical Expense Limit	Excluded	Any one person
Deductible	See IL1201-Manuscript Deductible Endorsement	Each claim

4. RETROACTIVE DATE (CG 00 02 only) –This policy is on a claims-made and reported basis which provides liability coverage only if a claim is first made and reported during the policy period or any applicable extended reporting period. This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: 08/30/2010

5. LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY (Same as Item 1 unless shown below):

6. DESCRIPTION OF BUSINESS

Form of Business: Governmental Entity
Business Description: Foster Household

This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.

7. CLASSIFICATION AND PREMIUM

CLASSIFICATION	CODE NO.	EXPOSURE	DESCRIPTION	ADVANCE PREMIUM
Foster Placement Agency	48600	$88,000,000	Per $1,000 of Receipts / assets	$ 349,444.00
Company Fee				$ 275.00
Premium Shown is Payable at Inception Audit Frequency (if applicable): FLAT			Total Policy Premium May be Subject to Audit:	$ 349,719.00

8. FORMS / ENDORSEMENTS APPLICABLE:

See Schedule A – Schedule of Forms

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

SCHEDULE A

FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY:

POLICY NO. 00044673-16

FORM NUMBER	DESCRIPTION
ILP001-0104	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
AP0100US-0403	Privacy Policy
PN-31US-0523	James River Insurance Claims Information
AH0005US-0705	Commercial General Liability Policy Declarations
AP0001US-0403	Schedule A
CG0002-1207	Commercial General Liability Coverage Form -Claims Made
AP2700US-0107	General Liability Changes Claims-Made to Claims-Made and Reported
AP2702US-0107	Extended Reporting Period Endorsement
AP2704US-0406	Restricted Reporting Endorsement
AH2302US-0905	Physical Abuse or Sexual Misconduct Limits of Liability Endorsement
AH2307US-1016	Deductible Endorsement - Damages and Expenses
AP2103US-0607	Minimum Policy Premium
AP2108US-0811	Supplementary Payments (Defense Costs) within Limits of Insurance
AP2300US-1106	Composite Rate Endorsement
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AP2104US-0625	Common Policy Conditions
AP2107US-0624	Binding Arbitration
CG2139-1093	Contractual Liability Limitation
AP2008US-0712	Limitation of Coverage to Designated Premises
CG0068-0509	Recording and Distribution of Material or Information in Violation of the Law Exclusion
CG2107-0514	Exclusion - Access or Disclosure of Confidential or Personal Info and Data-Related Liability - Limited BI Exception Not Incl
CG2135-1001	Exclusion - Coverage C - Medical Payments
CG2147-1207	Employment-Related Practices Exclusion
CG4032-0523	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
IL0021-0908	Nuclear Energy Liability Exclusion
AH2300US-0205	Additional General Liability Exclusions
AP2031US-0411	Exclusion - Cross Suits
AP2032US-1223	Exclusion - Bodily Injury to Employees, Temporary Workers and Volunteer Workers
AP2036US-1105	Absolute Pollution and Pollution Related Liability - Exclusion
AP2102US-0403	Communicable Disease Exclusion
AP2106US-0812	Absolute Auto, Aircraft and Watercraft Exclusion
AP2111US-1105	Exclusion - Punitive Damages
AP5054US-0222	Combined Policy Exclusions
AP5076US-0423	Exclusion - Biometric Information Privacy Claim
AP5605US-0924	Fungi or Bacteria Exclusion – Habitational Or Other [CGL]
AP1010US-0905	Oklahoma Changes - Notice of Non-renewal
CG2175-0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage
IL1201-1185	Amended Covered Persons And Entities
IL1201-1185	Coverage Extension - Guaranteed Rate

IL1201-1185	Amendment Of Section Iv - Definitions
IL1201-1185	Professional Liability Endorsement(Claims-Made And Reported)
IL1201-1185	Deductible Endorsement
IL1201-1185	Property Damage To Property Of A Named Insured

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**COVERAGES A AND B PROVIDE
CLAIMS-MADE COVERAGE
PLEASE READ THE ENTIRE FORM CAREFULLY**

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

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

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

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b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

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

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

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

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

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

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

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

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

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

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

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

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

q. Distribution Of Material In Violation Of Statutes

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

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

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

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

(1) The offense was committed in the "coverage territory";

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

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

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

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f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content or web-sites for others; or

(3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

p. Distribution Of Material In Violation Of Statutes

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

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d. Workers Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

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

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

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

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

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

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

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

Notice of an "occurrence" or offense is not notice of a claim.

b. If a claim is received by any insured, you must:

(1) Immediately record the specifics of the claim and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

(i) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:

i. No Retroactive Date is shown in the Declarations of this insurance; or

ii. The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;

(ii) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";

(iii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iv) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(v) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

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(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

10. Your Right To Claim And "Occurrence" Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition. We will include the date and brief description of the "occurrence" if that information was in the notice we received.

b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is canceled or not renewed; or

b. We renew or replace this Coverage Part with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or

(2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or

b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;

b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and

c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

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

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above, ends.

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

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

a. The exposures insured;

b. Previous types and amounts of insurance;

c. Limits of Insurance available under this Coverage Part for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

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

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

General Aggregate Limit
Products-Completed Operations Aggregate Limit

Paragraphs **2.** and **3.** of Section **III** – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs **4., 5.** and **6.** of that Section.

SECTION VI – DEFINITIONS

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

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

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

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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

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

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

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

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

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(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

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

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY CHANGES CLAIMS-MADE TO CLAIMS-MADE AND REPORTED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION I – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY 1. b. (3)** is deleted and replaced with the following:

   b. This insurance applies to "bodily injury" and "property damage" only if:

   (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured during the policy period and is reported to us during the policy period or during a Basic Extended Reporting Period we provide under Section V – Extended Reporting Periods and in accordance with the Duties in the Event of “Claim” or “Suit” provisions, as amended by endorsement to this policy.

2. **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY 1. b. (3)** is deleted and replaced with the following:

   b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

   (3) A claim for damages because of the "personal and advertising injury" is first made against any insured during the policy period and is reported to us during the policy period or during a Basic Extended Reporting Period we provide under Section V – Extended Reporting Periods and in accordance with the Duties in the Event of “Claim” or “Suit” provisions, as amended by endorsement to this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

Section V - Extended Reporting Period is deleted in its entirety and replaced by:

SECTION V – EXTENDED REPORTING PERIOD

1. We will provide one or more Extended Reporting Periods as described below, if:

a. This Coverage Part is cancelled or not renewed unless such cancellation or non renewal is due to non payment of premium or deductibles or your failure to comply with all the terms and conditions of this policy; or

b. We renew or replace this Coverage Part with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
(2) Does not apply to "bodily injury," "property damage," "personal and advertising injury" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period nor do they reinstate or increase the Limits of Insurance. They apply only to claims for:

a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or

b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins with the end of the policy period and ends:

a. Thirty (30) days after the end of the policy period with respect to claims reported to us, in accordance with the Duties in the Event of “Claim” or “Suit” provisions, as amended by endorsement to this policy; or

b. Thirty (30) days after the end of the policy period for all other claims.

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

4. A Supplemental Extended Reporting Period may be available, but only by endorsement and for an extra charge. This Supplemental Extended Reporting Period, if purchased, begins with the end of the policy period and ends on the date specified in Endorsement AP2703US with respect to “claims” first made to the insured after the end of the policy period and reported to us during the Supplemental Extended Reporting Period.

a. To purchase a Supplemental Extended Reporting Period endorsement, you must give us a written request for this endorsement within 30 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless we have received your payment of the additional premium.

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

1. The exposures insured;

2. Previous types and amounts of insurance;

3. Limits of Insurance available under this Coverage Part for future payment of damages; and

4. Other related factors.

c. Endorsement AP2703US shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTRICTED REPORTING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

ITEM 2. Duties in the Event of Occurrence, Offense, Claim Or "Suit" is deleted and replaced with the following:

2. **Duties in the Event of "Claim" or "Suit"**

a. The insured shall provide written notice to us as soon as practicable following receipt of any "claim" or "suit". The insured shall also include in such written notice details of the "claim" or "suit".

b. If a "claim" or "suit" is received by any insured:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

c. You and any other involved insured must:

(1) Authorize us to obtain records and other information;

(2) Fully cooperate with us or our designee in the investigation, settlements, conduct of "suits" or other proceedings and the enforcing of any right of contribution or indemnity against another who may be liable to you. You shall, as we at our discretion may require, attend hearings and trials, assist in securing and giving evidence, and obtaining the attendance of witnesses; and

(3) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of "damage" to which this insurance may also apply.

d. No insured will, except at the Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense.

SECTION VI – DEFINITIONS is amended to include:

"Claim" means a written demand for monetary damages.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE SCHEDULE

Each Claim Limit	$	100,000
Aggregate Limit	$	100,000

The amounts shown in the above Schedule are the most we will pay for "claims expense" and those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, or in connection with:

(1) Physical abuse or sexual misconduct, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever;

(2) The failure by you, any insured or any person to suppress or prevent physical abuse or sexual misconduct;

(3) The failure to provide an environment safe from physical abuse or sexual misconduct, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to physical abuse or sexual misconduct;

(4) The negligent employment, investigation, hiring, supervision, training, or retention of any person; or

(5) The use of any force to protect persons or property whether or not the injury was intended from the standpoint of the insured or committed by or at the direction of the insured.

Physical abuse or sexual misconduct may include, but are not limited to, assault, sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever.

Any "Claims Expense" arising from any claim or "suit" to which this endorsement applies and incurred by us shall be included within the Limits of Insurance in the above Schedule and shall not be paid in addition to such Limits of Insurance. Our duty to defend any claim or "suit" or to pay any settlement or judgment or defense costs ends after we have paid our applicable Limits of Insurance as forth in the above Schedule. All "Claims expense" shall first be subtracted from the Limits of Insurance with the remainder, if any, being the amount available to pay damages. If the applicable Limit of Insurance is exhausted by the payment of settlements, judgments, awards and/or defense costs prior to final settlement, judgment or award, we shall have the right to withdraw from any further defense by tendering control of the defense of the "suit" to you. Any payments made under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** will reduce the Limits of Insurance.

"Claims expense" shall include investigations, adjustment and legal expenses, interests and fees, including court costs and premiums on bonds. "Claims expense" does not include salary charges of regular employees of the Company.

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph a. is deleted in its entirety and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by one or more insureds even if the "bodily injury" or "property damage":

(1) Is of a different kind, quality, or degree than initially expected or intended; or

(2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

The number of insureds covered by the Policy shall not operate to increase the applicable Limits of Insurance. A series of, related, repeated or continuous incidents of physical abuse or sexual misconduct shall be considered a single "claim" subject to one Limit of Insurance. We shall only be liable for those amounts payable as "damages" and/or fees, costs and expenses incurred in the defense of a "claim" or "suit" which are in excess of the applicable deductible stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DEDUCTIBLE ENDORSEMENT – DAMAGES AND EXPENSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	**Amount and Basis of Deductible**
If provided by this policy:	
Bodily Injury Liability, Property Damage Liability, Professional or Personal and Advertising Injury Liability	$ **PER CLAIM**

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

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, Professional or Personal and Advertising Injury Liability, or any other coverage provided by this policy, to pay “claims expense” and damages on your behalf applies only to the amount of “claims expense” and damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
2. The deductible amount shown above applies under the coverages respectively to all ”claims expense” and damages sustained by one person, or organization, as the result of any one “occurrence”.
3. The terms of this insurance, including those with respect to:
   a. Our right and duty to defend any "suits" seeking those damages; and
   b. Your duties in the event of an "occurrence", offense, claim, or “suit”

   apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount on your behalf to effect settlement of any claim or “suit”. This advance payment on your behalf will be invoiced to you and shall be promptly reimbursed to us within 30 days of the invoice date. Failure to reimburse us for deductible amounts paid on your behalf may result in policy cancellation as stated in common policy conditions.
5. “Claims expense” shall include investigations, adjustment and legal expenses, interests and fees, including court costs and premiums on bonds incurred by us. “Claims expense” does not include salary charges of regular employees of the Company.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM POLICY PREMIUM

This endorsement modifies and amends insurance provided under the following:

ALL COVERAGE PARTS

This endorsement sets forth the minimum earned premium for the policy. The minimum earned premium for this policy is calculated in accordance with the following:

1. The minimum premium for the policy period is 100% of the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsements and any additional premium developed by audit.

2. Audits that indicate a return premium will not reduce the minimum as stated in paragraph 1.

3. If the insured cancels this policy and the policy is not subject to audit, the return premium will be 90% of the unearned policy premium; however in no event will the Company retain less than **25**% of the minimum premium shown in paragraph 1. above.

4. If the insured cancels this policy and the policy is subject to audit, the earned premium will be determined by final audit, however in no event will it be less than **25**% of the minimum premium as described in paragraph 1. above.

5. If the Company cancels the policy for any reason, other than for non-payment of premium, then the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS (DEFENSE COSTS) WITHIN LIMITS OF INSURANCE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION I – COVERAGES
COVERAGE A BODILY INJURY AND PROPERTY DAMAGE and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** are amended by adding the following:

Supplementary Payments shall reduce the Limits of Insurance of this policy and shall first be subtracted from the Limits of Insurance with the remainder, if any, being the amount available to pay damages because of "bodily injury" or "property damage" or "personal and advertising injury" to which this insurance applies.

If the Limit of Insurance of the policy is exhausted prior to final settlement by the payment of settlements, judgments, awards, Supplementary Payments or any combination thereof, we shall have the right to withdraw from any further defense by tendering control of the defense of the "suit" to you.

SECTION I – COVERAGES
COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, a.(2) is deleted and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C.**

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement, a.(2) is deleted and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is deleted and replaced with the following:

1. We will pay, with respect to any claim we investigate or settle or any "suit" against the insured we defend:
- **a.** All expenses we incur, including the cost of investigations, adjustment and legal expenses.
- **b.** Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- **c.** The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of the time off from work.
- **e.** All costs court taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will reduce the Limits of Insurance

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

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. These payments will be deemed to be damages for "bodily injury" and "property damage" and will reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable Limit of Insurance in the payment of judgments or settlements or Supplementary Payments; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION III – LIMITS OF INSURANCE paragraphs **2.**, **3.**, **4.**, **5.**, and **6.** are deleted and replaced with the following:

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

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage **B**; and

d. All Supplementary Payments.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for the sum of damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and all Supplementary Payments.

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

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a) Damages under Coverage **A**;

b) Medical expenses under Coverage **C**; and

c) All Supplementary Payments

because of all "bodily injury" and "property damage" arising out of any one "occurrence"

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages and all Supplementary Payments because of "property damage" to any one premise, while rented to you, or in the case of damage by fire, while rented to you or temporary occupied by you with permission of the owner.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPOSITE RATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The premium stated in the declarations of this Policy is an estimated premium only. Upon expiration of the policy, the earned premium shall be computed by applying a rate of:

$90.25 in excess of 4,000 Foster Households

If the earned premium thus computed exceeds the estimated premium paid, you shall pay the excess to us.

It is understood that a complete re-survey of the exposures and revision of rate may be made at any time at our request. You agree to notify us at any time exposures change or your operation changes.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY ENDORSEMENT (CLAIMS-MADE AND REPORTED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

1. The definition of "occurrence" in **SECTION VI - DEFINITIONS** is deleted and replaced by the following:

   13. "Occurrence" means
   - **a.** an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
   - **b.** acts, errors or omissions in the rendering or failure to render professional services shown in the Description of Business on the Declarations of this Policy and performed by the "Named Insured".

2. **SECTION II – WHO IS AN INSURED** is amended to delete Paragraph 2., Item (1), Subparagraph (d).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

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

1. CANCELLATION AND NON-RENEWAL

A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

B. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

D. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

E. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata unless cancellation is due to non payment of premium, in which case the refund may be less than pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

If we elect not to renew this policy, we shall mail written notice to the First Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the policy term.

2. CHANGES

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

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

4. REPRESENTATIONS

By accepting this policy, you agree:

A. The statements in the Declarations are accurate and complete;

B. Those statements are based upon representations you made to us; and

C. We have issued this policy in reliance upon your representations.

5. SERVICE OF SUIT

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the Company's President, or his nominee, at the address shown on the Declarations page of this policy, and that in any suit instituted against any one of them upon this policy, this Company will abide by the final decision of such Court or of any

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Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that it or they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, this Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

6. TERMS, CONDITIONS AND PREMIUM

On each renewal, continuation, anniversary of the effective date of the policy or on an annual basis, the Company will determine the rate and premium and/or amend the terms and conditions in accordance with the rates and rules then in effect.

7. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

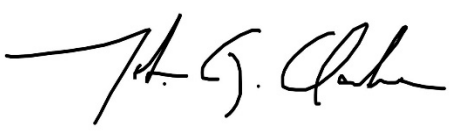
If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but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

8. **RIGHTS TO REIMBURSEMENT OF DEFENSE COSTS AND EXPENSES**

Notwithstanding any terms or conditions to the contrary, if we defend an insured or pay for an insured's defense, but later determine that the claim is not covered under this policy, we will have the right to reimbursement for defense costs and expenses we have incurred. The right to reimbursement for defense costs and expenses under this provision will only apply to defense costs and expenses we have incurred after we notify the insured in writing that coverage may not apply, and that we are reserving our right to terminate the defense and seek reimbursement for defense costs and expenses.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless signed by duly authorized representatives of this Company.

VICE PRESIDENT ***PRESIDENT***





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Notwithstanding anything contained in this policy to the contrary, if we and an insured, any person or organization seeking to qualify as an insured, or any person or organization seeking to recover from us on an agreed settlement or on a final judgment against an insured disagree as to the rights and obligations owed by us under this policy, then either we or such a party may make a written demand for arbitration. Upon a written demand by either us or such a party for arbitration, all disputes that may arise out of or are in relation to this policy, including but not limited to the duty to defend or the duty to indemnify for a claim made against an insured or any person or organization seeking to qualify as an insured, will be subject to binding arbitration.

If, within 30 days of the date such a demand is made, the parties agree to both the selection of, and arbitration before, a single arbitrator, then binding arbitration will proceed before a single arbitrator. Each party will pay the expenses it incurs; and will bear the expenses of the single arbitrator equally. A decision by the single arbitrator will be binding.

If, within 30 days of the date such a demand is made, either party does not agree to arbitration before a single arbitrator, or the parties cannot agree on the selection of a single arbitrator, then binding arbitration will proceed before three arbitrators. Each party will select an arbitrator within 30 days of the date that it is determined that binding arbitration will proceed before three arbitrators. The two arbitrators will then select a third arbitrator. If the two arbitrators cannot agree on the selection of a third arbitrator within 30 days, either party may request that the selection of the third arbitrator be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs; and will bear the expenses of the third arbitrator equally. A decision agreed to by two of the three arbitrators will be binding.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address for the first Named Insured shown in the Declarations is located and will be subject to the laws and procedural and evidentiary rules of the state in which that county or parish is located.

If a party prevails against us in the arbitration, and in addition to satisfaction of the arbitration award, we offer to pay that party's expenses and reasonable attorney fees incurred as a result of the arbitration, then that party will have no right to take legal action against us for any further damages or causes of action that may arise out of or are in relation to this policy, including but not limited to any claims for breach of contract, breach of implied covenants, unreasonable withholding of or delay in providing contract benefits, extracontractual relief or any form of punitive, exemplary, consequential or statutory damages.

If we prevail against a party in the arbitration, the arbitrators shall award us reimbursement of any defense costs and expenses as may be determined by the arbitrators to be applicable pursuant to the Rights to Reimbursement of Defense Costs and Expenses provision in the Common Policy Conditions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

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

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement.

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LIMITATION OF COVERAGE TO DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Premises:
Foster Households as on file with Company

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

This insurance applies only to "bodily injury", "property damage", or "personal and advertising injury" arising out of the ownership, maintenance or use of the premises shown in the above Schedule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **q.** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

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

B. Exclusion **p.** of Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

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

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EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

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

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

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

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EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

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

With respect to any premises or classification shown in the Schedule:

1. Section **I** – Coverage **C** – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section **I** – Supplementary Payments:

h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL GENERAL LIABILITY EXCLUSIONS

This endorsement modifies and amends insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

This insurance does not apply to any claim or "suit"

1. Based on or directly or indirectly arising out of or resulting from any act committed with knowledge of its wrongful nature or with the intent to cause damage, or any criminal, fraudulent, or dishonest act;
2. Based on or directly or indirectly arising from:
   a. Any act, error or omission, "occurrence", common fact, circumstance, transaction, advice or decision, "suit" or demand reported as a claim or potential claim under any prior policy of insurance or program of self insurance in effect prior to the Effective Date of this policy; or
   b. Any claim, "suit", act, error or omission disclosed in the application for this Policy.
3. Brought by any insured against any other insured;
4. Based on or directly or indirectly arising out of or resulting from any alleged discrimination of any kind, including but not limited to allegations of discrimination based on race, creed, age, sex, sexual preference, disability, national origin, color or marital status;
5. Based on or directly or indirectly arising out of or resulting from any act as a member of a formal accreditation or professional review or licensing board or any similar board or committee;
6. Based on or directly or indirectly arising out of or resulting from any firm, organization, entity or trust not named in the Declarations in which the insured
   a. has or had any ownership interest,
   b. is or was a director, officer, partner, principal, shareholder or employee, or
   c. at any time managed, operated or exercised direct or indirect control;
7. Based on or directly or indirectly arising out of or resulting from services performed by:
   a. a physician or surgeon, but this exclusion shall not apply to:
      (1) services performed solely as a "medical director"; and
      (2) services performed by an employed dentist, psychologist, or psychiatrist;
   b. a dental surgeon, chiropractor, osteopath, podiatrist;
   c. a nurse midwife, nurse anesthetist, or nurse practitioner; or
   d. a physician assistant.

"Medical director" means a person acting in the sole capacity as an administrator for or on behalf of the Named Insured, and, who does not render any medical care or treatment directly to a patient(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” or any other claim for damages brought by any insured covered by this policy, against any other insured that has an ownership interest in, is operated, controlled, or managed by or is a parent, subsidiary or affiliate of any such insured.

This exclusion does not apply to any additional insured added to this policy by endorsement if such additional insured is:

1. specifically named in the Schedule of such endorsement, or

2. an indemnitee in a written contract or written agreement between any Named Insured and any additional insured signed before the date of the first “occurrence” or first offense and requiring the Named Insured to add such indemnitee as an additional insured;

Provided such additional insured:

a. is not a parent, subsidiary or affiliate of the Named insured;

b. does not have any ownership interest in the Named insured;

c. is not owned, operated, controlled or managed by the Named insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BODILY INJURY TO EMPLOYEES, TEMPORARY WORKERS AND VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.e** under **Section I – Coverages**, **Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

e. Bodily Injury to Employees, Temporary Workers and Volunteer Workers

(1) "Bodily injury" to any "employee", "temporary worker" or "volunteer worker" of any insured arising out of or in the course of:

(a) Employment by any insured; or

(b) Performing duties related to the conduct of any insured's business; or

(2) "Bodily injury" sustained by the spouse, child, parent, brother, sister or any other relative of that "employee", "temporary worker" or "volunteer worker" as a consequence of Paragraph **(1)** above.

This exclusion applies:

a. Whether any insured may be liable as an employer or in any other capacity;

b. To any obligation of any insured to contribute to, indemnify, share damages with or repay another because of damages arising out of such "bodily injury";

c. To liability assumed under any "insured contract"; and

d. To all claims and "suits" by any person or organization for damages because of such "bodily injury", including but not limited to damages for care and loss of services and any claim under which any insured may be held liable under any Workers Compensation law.

B. Solely with respect to this exclusion, **Section IV – Commercial General Liability Conditions, 7. Separation Of Insureds** is deleted and replaced with the following:

7. Separation Of Insureds

Except with respect to the Limits of Insurance, any rights or duties specifically assigned in this coverage part to the first Named Insured and this exclusion, **Bodily Injury to Employees, Temporary Workers and Volunteer Workers,** this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY – EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added to this policy. If the policy already includes a pollution exclusion or a pollution-related exclusion, such exclusion(s) is(are) deleted and replaced with the following:

Pollution/environmental impairment/contamination is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising out of or alleged to have arisen out of same. All liability and expense arising out of or related to any form of pollution, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any insured or any other person or entity is excluded throughout this policy.

This insurance does not apply to any damages, claim, or suit arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" including but not limited to any:

a. "Bodily injury", "personal and advertising injury", "property damage", or damages for the devaluation of property, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or

b. Any loss, cost, expense, fines and/or penalties arising out of any (1) request, demand, order, governmental authority or directive or that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess same, the effects of "pollutants", environmental impairments, contaminants or (2) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of "pollutants", environmental impairments, or contaminants into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when.

This exclusion applies regardless of whether:

a. Injury or damage claimed is included within the "products-completed operations hazard" of the policy; or

b. An alleged cause for the injury or damage is the insured's negligent hiring, placement, training, supervision, retention, act, error or omission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following definition is added to the policy. If the policy already includes a definition of "pollutants" such definition is deleted and replaced with the following:

> "Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This Policy does not apply to any claim or suits based on or directly or indirectly arising out of or resulting from:

1. Any form of communicable disease; or
2. Any sexually transmitted disease; or
3. Any form of inhalation, absorption or contact; or
4. Acquired Immunodeficiency Syndrome, or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same; or
5. Failure by an insured to perform services which were either intended to or assumed to prevent communicable diseases or their transmission to others; or
6. Fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or
7. The negligent:
   a. employment,
   b. investigation,
   c. placement,
   d. supervision,
   e. reporting to the proper authorities or failure to so report,
   f. hiring,
   g. training or
   h. retention

   of a person for whom any insured is or ever was responsible and whose conduct is excluded in 1. through 6. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE AUTO, AIRCRAFT AND WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

1. **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **g.** is deleted and replaced with the following:

   g. Aircraft, Auto or Watercraft
   "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and "loading or unloading". Use also includes the handling and placing of persons by an insured into, onto or from an aircraft, “auto” or watercraft.

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

2. **SECTION IV –COMMERCIAL GENERAL LIABILITY CONDITIONS of form CG 00 01, 4. Other Insurance,** paragraph **b. Excess Insurance,** subparagraph **(1) (a) (iv)** is deleted.

3. **SECTION IV –COMMERCIAL GENERAL LIABILITY CONDITIONS of form CG 00 02, 4. Other Insurance,** paragraph **b. Excess Insurance,** subparagraph **(1) (a) (v)** is deleted.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

This insurance does not apply to:

Punitive Damages

Damages mean a monetary judgment, award, or settlement. Damages do not include:

a. Civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise;

b. Judgments or awards arising from acts or omissions deemed uninsurable by law;

c. The restitution of consideration or expense paid to you for professional services rendered or which should have been rendered;

d. Disputed fees or any actual or alleged personal profit or advantage to which you are not legally entitled;

e. Punitive or exemplary damages and the multiplied portion of multiplied damages; or

f. Equitable or non-pecuniary relief.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED POLICY EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERGE PART

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

This insurance does not apply to:

1. Asbestos, Asbestos-Related Dust, Lead, Silica or Silica-Related Dust

Injury or damages, including any claim or suit, arising out of, resulting from, caused or contributed to by "asbestos", "asbestos-related dust", "lead", "silica" or "silica-related dust" is not covered under this Policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with "occurrences" arising or alleged to have arisen out of same, including but not limited to any:

a. "Bodily injury", "property damage", "personal and advertising injury", or damages of any type, arising out of the inhalation, ingestion, physical exposure to, absorption of, or toxic substances of or from "asbestos", "asbestos-related dust", "lead", "silica" or "silica-related dust" in any form, or from any goods, products or structures containing same, or "property damage" or devaluation of property arising from any form of same;

b. Existence of "asbestos", "asbestos-related dust", "lead", "silica" or "silica-related dust", in any form, in occupancy or construction, or the manufacture, sale, transportation, handling, storage, disposal, or removal of same, or goods or products containing same;

c. Loss, cost, expense, fines and/or penalties arising out of any

(1) Request, demand, order, governmental authority or directive or that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of "asbestos", "asbestos-related dust", "lead", "silica" or "silica-related dust", or

(2) Any litigation or administrative procedure in which any insured or others may be involved as a party in response to the effects or alleged effects of "asbestos", "asbestos-related dust", "lead", "silica" or "silica-related dust";

d. Supervision, instructions, recommendations, requests, warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, containment, treatment, detoxification, neutralization, or disposal of same or in any way responding to or assessing the effects of same; or

e. Actual or alleged asbestosis, lead poisoning, silicosis or any other similar condition.

This exclusion applies regardless of whether:

a) Injury or damage claimed is included within the "products/completed operations hazard" of the Policy; or

b) An alleged cause for the injury or damage is the insured's negligent hiring, placement, training, supervision, retention, act, error or omission.

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2. Discrimination

"Bodily injury", "property damage", "personal or advertising injury" or other consequential damages, loss, or claim for injunctive, restitution or non-pecuniary relief, punitive damages or attorney's fees and costs arising out of:

a. "Discrimination" charges, of any kind, actual or alleged, whether based on race, sex, ethnicity, gender, sexual preference, age, religion, atheism, agnosticism, disability, including but not limited to any claim or cause of action under Title VII of the Civil Rights Act of 1964 and any equivalent state law;

b. Claims for violations of the Americans with Disabilities Act and any equivalent state law;

This exclusion applies regardless of whether the discriminatory conduct occurred in the context of an employer / employee relationship or with regard to "discrimination" as to a third party.

This exclusion applies to and is inclusive of:

a) Any obligation to share damages with or repay anyone else who must pay damages arising out of "discrimination", including any obligation assumed under an "insured contract";

b) The negligent employment, investigation, hiring, supervision, training, or retention of any person who rendered such Professional services.

3. Professional Liability

"Bodily injury", "property damage", "personal or advertising injury" or other consequential damages or loss arising out of providing or failure to provide any "professional services" performed by any insured or by others on behalf of any insured, for others, unless such coverage is specifically endorsed onto this Policy.

This exclusion applies to and is inclusive of:

a. Any obligation to share damages with or repay anyone else who must pay damages arising out of "professional services", including any obligation assumed under an "insured contract";

b. The negligent employment, investigation, hiring, supervision, training, or retention of any person who rendered such "professional services".

B. For the purposes of this endorsement, the following definitions are added to the **Definitions** section:

1. "Asbestos" means chrysotile, cummingtonite-grunerite asbestos (amosite), crocidolite, anthophylite asbestos, tremolite asbestos, actinolite asbestos and any material which contains "asbestos". "Asbestos" is a generic term for a number of asbestiform hydrated silicates that, when crushed or processed, separate into flexible fibers made up of fibrils.

2. "Asbestos-related dust" means a mixture or combination of "asbestos" and other dust or particles.

3. "Discrimination" means unfair or illegal treatment of or denial of rights to persons on the basis of certain arbitrarily chosen attributes or characteristics, including but not limited to, race, gender, religion, creed, age, medical condition, pregnancy, sexual orientation or preference, physical appearance, marital status, physical or mental disability, or national origin.

4. "Lead" means a soft, malleable, ductile, bluish-white, dense element extracted chiefly from galena, which includes lead paint, plaster, putty containing "lead", soil or earth containing "lead" or any other material or substance containing "lead".

5. "Professional services" means services arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual. "Professional services" includes but is not limited to services and advice by licensed professionals as well as vocations which do not require licensure.

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6. “Silica” means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

7. “Silica-related dust” means a mixture or combination of “silica” and other dust or particles.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BIOMETRIC INFORMATION PRIVACY CLAIM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Biometric Information

"Bodily injury", "property damage" or "personal and advertising injury" or any liability, costs, expense or damages arising directly or indirectly, out of one or more of the following:

a. Actual or alleged access to, retention of, disclosure of or failure to obtain consent for the capture, collection, obtainment, storage, conversion, transfer, sale, sharing, or dissemination of any kind of an individual's "biometric information", regardless of how such "biometric information" is captured, collected, obtained, stored, converted, transferred, sold, shared, or disseminated by any insured or a third-party acting on behalf of any insured; or

b. The actual or alleged violation of any "privacy law" by any insured or a third-party acting on behalf of any insured.

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

"Biometric information" means any information, identifiers or data used to identify a natural person based on an anatomical scan or any record of a biological, physical, physiological, or behavioral pattern or characteristic. "Biometric information" includes, but is not limited to, such natural person's retina or iris scan, fingerprint, voiceprint, DNA, any record of hand or face geometry or any other similar biometric information algorithm or measurement.

"Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to the collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including but not limited to, "biometric information". "Privacy law" includes, but is not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION – HABITATIONAL OR OTHER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLLY.

OKLAHOMA CHANGES—NOTICE OF NON-RENEWAL

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The non-renewal paragraph of the CANCELLATION AND NON-RENEWAL condition of this Policy is deleted and replaced with the following:

If we elect not to renew this Policy for an additional policy period, we shall mail written notice to the first Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 45 days prior to the end of the policy period.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25 million (valued in US dollars). In determining whether the $25 million threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

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;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

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THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

REJECTION OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)

SCHEDULE

THE INSURED WAS OFFERED AND

HAS DECLINED TERRORISM COVERAGE ON THIS POLICY

In accordance with the federal Terrorism Risk Insurance Act, this notice confirms that you were offered and have rejected coverage for terrorist acts certified under that Act.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
00044673-16	08/30/2026 12:01 AM Standard Time at the address of the Named Insured	JAMES RIVER INSURANCE COMPANY
NAMED INSURED State of Oklahoma Foster Care Program Under the Licensing Au		AUTHORIZED REPRESENTATIVE Todd Sutherland
COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

CHANGES

AMENDED COVERED PERSONS AND ENTITIES

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

A. In consideration of the premium charged, it is hereby agreed that **SECTION II – WHO IS AN INSURED** as listed in the Commercial General Liability Coverage Form is deleted in its entirety and replaced with the following:

1. Any "Foster Parent"

2. "Relatives" of a "Foster Parent" if residing in the same "Foster Household" as that "Foster Parent"

3. If you die, your legal representative is an insured, but only with respect to the duties as such. That representative will have all your rights and duties under this coverage part.

B. It is also agreed that the following definitions are added to this policy:

1. "Foster Child" , in the singular or plural, means a person or persons from birth to age eighteen (18) years of age, residing in the State of Oklahoma, in the legal custody of the "Licensing Authority" and which person has been placed in the care and custody of a "Foster Parent" by the "Licensing Authority".

2. "Foster Household" means a non-incorporated, not-for-profit, non-commercial, private residential Setting into which a "Foster Child" is placed by the "Licensing Authority" and where the "Foster Child", "Foster Parent(s)", and any other individuals described in paragraph **A**. above, reside, provided that at the time of any "Claim", "Occurrence", offense or "Property Damage":

a. The "Foster Household" is located in the State of Oklahoma;

b. The Foster Household" has been approved by and has a written contract with the "Licensing Authority":

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c. There are no more than the following residing in the "Foster Household":

(1) Five (5) "Foster Children" other than "Foster Children" qualifying as "Specialized Foster Care Recipients"; including
(2) Two (2) children who are younger than two (2) years old, including the "Foster Parent's" own children; and
(3) Three (3) "Foster Children" qualifying as "Specialized Foster Care Recipients"

d. The "Foster Parents" and any other individual described in paragraph **A.** above are Not under any investigation by the "Licensing Authority" or any other governmental, Regulatory or law enforcement agency.

"Foster Household" shall not include any:

a. For-profit commercial entity; or
b. Day care centers, group homes, counseling centers, rehabilitation centers, or any other professionally run facilities, whether a for-profit commercial entity or a non-profit
Entity.

3. "Foster Parent" means an individual who extends foster family care as prescribed and under The authority of the "Licensing Authority", provided at the time of any "Claim", "Occurrence", Offense, or "Property Damage" the "Foster Parent":

a. Is approved by and in good standing with the "Licensing Authority"
b. Has a written contract with the "Licensing Authority"; and
c. Is not under investigation by the "Licensing Authority" or any other governmental, regulatory or law enforcement agency.

And, provided further that the "Licensing Authority" provides us with written confirmation that Such individual is a "Foster Parent".

4. "Licensing Authority" means the following entity:
State of Oklahoma
Department of Human Services
P O Box 25352
Oklahoma City, OK 73125

5. "Relative" means an individual related by blood or marriage or other kinship to a "Foster Parent" including:

a. "Foster Parent's own children;
b. Siblings;
c. Grandparents, including those denoted by prefixes of great and great-great;
d. Aunts and uncles, including those denoted by prefixes of great and great-great:
e. Nieces and nephews, including those denoted by prefixes of great and great-great;
f. Blood relations, up to an including half-blood;
g. Cousins; and
h. Step relations.

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Individual related by marriage include common-law or ceremonial marriages.

6. “Specialized Foster Care Recipient” means a “Foster Child” in a specialized foster home which has been certified by the DDSD, is monitored by the DDSD, and is funded through the Home and Community-Based Waiver Services Program administered by DDSD.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
00044673-16	08/30/2026 12:01 AM Standard Time at the address of the Named Insured	JAMES RIVER INSURANCE COMPANY
NAMED INSURED State of Oklahoma Foster Care Program Under the Licensing Au		AUTHORIZED REPRESENTATIVE Todd Sutherland
COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

COVERAGE EXTENSION – GUARANTEED RATE

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

The coverage afforded under this policy is hereby extended to include a “guaranteed rate” provision beginning 8/30/2012 unless:

1)You fail to maintain a loss ratio of thirty-five percent (35.0%) or less or;
2)We lose and cannot acquire reinsurance to accommodate placement of your policy without material change in our cost or;
3)You fail to comply with any loss control recommendations made by us within the specified or subsequently negotiated timeframe or;
4)There is a material change in the nature of your operations.

For the purpose of this “guaranteed rate”, the loss ratio will be calculated each year by dividing the sum of all “incurred
Claims” by the total earned premium including any endorsements or audits. The loss ratio will be calculated as of 30 days prior to the expiration of the policy.

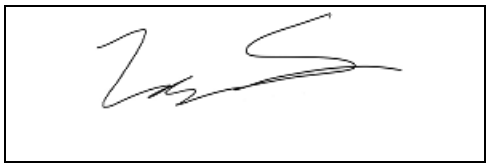
The “incurred claims” and earned premium used in the calculation will be those from the 36 months immediately preceding the expiration date of the policy.

“Guaranteed Rate” means the rate of $90.249 each household will not change for thirty-six (36) months as long as the above conditions are met.

“Incurred Claims” mean any “bodily injury”, “property damage”, “personal and advertising injury”, or any claim, injury, loss, or damage paid or reserved by “us” less any recoveries for Claims-Made and Reported after August 30, 2012.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

AMENDMENT OF SECTION IV – DEFINITIONS

The following definitions are added to SECTION IV-DEFINITIONS:

23. "Foster Parent" means an individual who extends foster family care as prescribed and under The authority of the "Licensing Authority", provided at the time of any "Claim", "Occurrence", Offense, or "Property Damage" the "Foster Parent":

a. Is approved by and in good standing with the "Licensing Authority"

b. Has a written contract with the "Licensing Authority"; and

c. Is not under investigation by the "Licensing Authority" or any other governmental, regulatory or law enforcement agency.

And, provided further that the "Licensing Authority" provides us with written confirmation that Such individual is a "Foster Parent".

24. "Licensing Authority" means the following entity:
State of Oklahoma
Department of Human Services
P O Box 25352
Oklahoma City, OK 73125

25. "Foster Household" means a non-incorporated, not-for-profit, con-commercial, private residential Setting into which a "Foster Child" is placed by the "Licensing Authority" and where the "Foster Child", "Foster Parent(s)", and any other individuals described in paragraph **A**. above, reside, provided that at the time of any "Claim", "Occurrence", offense or "Property Damage":

a. The "Foster Household" is located in the State of Oklahoma;

b. The "Foster Household" has been approved by and has a written contract with the "Licensing Authority":

c. There are no more than the following residing in the "Foster Household":

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1. Five (5) “Foster Children” other than “Foster Children” qualifying as “Specialized Foster Care Recipients”; including
2. Two (2) children who are younger than two (2) years old, including the “Foster Parent’s” own children; or
3. Three (3) “Foster Children” qualifying as “Specialized Foster Care Recipients”

d. The “Foster Parents” and any other individual described in paragraph **A.** above are Not under any investigation by the “Licensing Authority” or any other governmental, Regulatory or law enforcement agency.

“Foster Household” shall not include any:

a. For-profit commercial entity; or

b. Day care centers, group homes, counseling centers, rehabilitation centers, or any other professionally run facilities, whether a for-profit commercial entity or a non-profit Entity.

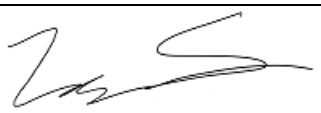
26. “Relative” means an individual related by blood or marriage or other kinship to a “Foster Parent” including:

e. “Foster Parent’s own children;
f. Siblings;
g. Grandparents, including those denoted by prefixes of great and great-great;
h. Aunts and uncles, including those denoted by prefixes of great and great-great:
i. Nieces and nephews, including those denoted by prefixes of great and great-great;
j. Blood relations, up to an including half-blood;
k. Cousins; and
l. Step relations.

Individual related by marriage include common-law or ceremonial marriages

27. “Specialized Foster Care Recipient” means a “Foster Child” in a specialized foster home which has been certified by the DDSD, is monitored by the DDSD, and is funded through the Home and Community-Based Waiver Services Program administered by DDSD.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative Signature

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PROFESSIONAL LIABILITY ENDORSEMENT (CLAIMS-MADE AND REPORTED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

1. The definition of "occurrence" in **SECTION VI - DEFINITIONS** is deleted and replaced by the following:

13."Occurrence" means

a. an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

acts, errors or omissions in the referral to/for or procuring of professional health care services

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage If provided by this policy:	**Amount and Basis of Deductible**
Bodily Injury Liability,	**$0 PER CLAIM**
Property Damage Liability	**$250 PER CLAIM**

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

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, Professional or Personal and Advertising Injury Liability, or any other coverage provided by this policy, to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverage's. The deductible amounts stated above will include loss payments, adjustments, investigative and legal fees and costs, all whether or not loss payment is made.

2. The deductible amount shown above applies under the coverage's respectively to all damages sustained by one person, or organization, as the result of any one "occurrence".

3. The terms of this insurance, including those with respect to:
   a. Our right and duty to defend any "suits" seeking those damages; and
   b. Your duties in the event of an "occurrence," claim, or "suit"

   apply irrespective of the application of the deductible amount.

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4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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PROPERTY DAMAGE TO PROPERTY OF A NAMED INSURED

A. Subject to the Deductible set forth in the Declarations and **Section III – Limits of Insurance** , we will pay at “Actual cash Value” up to $5,000 on behalf of an insured for “Property Damage” to property of an insured for

“Property Damage” to property of and insured unintentionally caused by one or more “Foster Children” in the care , custody and control of a “Named Insured” , if the act causing the damage occurred during the policy period.

The “Property Damage” must not have occurred before the Retroactive Date shown in **Item 4.** of the Declarations**,** or after the end of the policy period.

Our obligation to pay for “Property Damage” applies only to the amount in excess of a $250 deductible, payable by a “Named Insured”, for each “Claim” made for all damage arising out of an unintentional act of a “Foster Child”.

We will not pay for “property damage” for the following:

1. To property used for “Business”;
2. Arising out of the ownership, maintenance or use of aircraft, “Auto” or watercraft; or
3. Which was intentionally caused.

B. it is also agreed that the following definitions are added to the policy:

“Actual Cash Value” means the value, otherwise mandated by statute, that is the lesser of the following:

a. The amount it would cost to repair or replace property , at the time of the loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. “Actual Cash Value” applies to the valuation of property regardless of whether that property has sustained partial or total loss or damage.

b. When the loss or damage to property creates a total loss, “Actual Cash Value” means the Market value of property in a used condition equal to that of the destroyed property, if reasonably available on the used market.

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c. Otherwise, “Actual Cash Value” means the market value of new , identical or nearly identical Property less reasonable deduction for wear and tear, deterioration and obsolescence. The “Actual Cash Value” of the lost, or damaged property may be significantly less than Its replacement cost.

“ Business” means:

a. A trade, profession or occupation engaged in on a full time, part-time or occasional basis; or

b. Any other activity engaged in for money or other compensation.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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