

WELLFLEET INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

APPLICATION FOR PARTICIPANT ACCIDENT INSURANCE

1. Name of Policyholder: California State University Risk Management Authority dba CSURMA
2. Mailing Address: 401 Golden Shore, Long Beach, CA 90802
3. Policy Number: MP0000700773
4. Policy Effective Date of Coverage: 08/01/2020 Policy Termination Date of Coverage: 08/01/2021

5. Plan of Benefits:

Accident Medical Benefits

Policy Aggregate Max Benefit Unlimited

Policy Aggregate Offset Amount: \$0.00

Individual Limit \$30,000.00

Accident Medical Max \$5,000,000.00 Benefit amount 100%

Benefit Period 10 Scope of Coverage: Club & Intramural Sports Accident

Treatment Window 180 days

Accidental Death and Dismemberment Benefit

Principal Sum Amount \$10,000.00

AD&D Covered Loss (see other)

AD&D Aggregate Limit \$500,000.00

Accidental Indemnity Benefits

Catastrophic Cash

Principal Sum Amount \$ 250,000.00 Payments: \$50,000 Lump Sum

Annual Payment \$20,000 Maximum Number of Annual payments: 10

Covered Loss: (see Other)

6. Plan Type: Full Excess Medical

Other Health Care Plan Reduction: Yes

7. CLASSIFICATION TABLE

Covered Classification of Insured Persons	Number Eligible
CLASS 1 - All participants of a Member School taking part in approved Club Sports programs as shown on the Sports census on file with us.	TBD
CLASS 2 – All students of a Member School taking part in approved Intramural Sports programs as shown on the Sports census on file with us.	

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8. Covered Activities: While participating in the following Policyholder supervised and sponsored activities: intramural and club sports as per Sports Census on File with US. Covered travel means transportation arranged, provided, or paid for by the Policyholder. Overnight supervised and sponsored sports and activities with duration of more than 7 days and related travel are not covered unless specifically agreed to in writing by US.

Any policy issued by Wellfleet Insurance Company in consideration of this Application and payment of the first premium will include only those benefits shown in the proposal and agreed to by Us and the Applicant.

WARNING: The falsity of any statement in this application shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by Us.

Signature of Policyholder

Position or Title

Date

Check if no agent is used:

Agent/Broker Name: Alliant Insurance Services, Inc.

Address: 100 Pine Street, San Francisco, CA 94111

Phone Number:

Email Address:

Tax I.D: _____

WELLFLEET INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

BLANKET ACCIDENT INSURANCE POLICY

POLICYHOLDER: California State University Risk Management Authority
dba CSURMA
(Policyholder, You, or Your)

POLICY NUMBER: MP0000700773

POLICY EFFECTIVE DATE: August 1, 2020

POLICY TERM: August 1, 2020 through July 31, 2021

STATE OF ISSUE: California

POLICY ANNIVERSARY: August 1

The **Policy** is a legal contract between the **Policyholder** and Wellfleet Insurance Company (herein referenced as ("**We, Us, Our** and **Company**").

This **Policy** contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits.

This **policy** takes effect on the **effective date** at 12:00 A.M. at the **policyholder's** address. We must receive the **policyholder's** signed application and the initial **premium** for it to take place.

This **policy** terminates at 11:59 P.M. on the day following the last day of the **policy termination date** unless the **policyholder** and We agreed to continue coverage under this **policy** for an additional **policy term**.

Premium due dates

Premium is due on the **premium due date** immediately following the date We invoice You.

This **policy** is governed by applicable federal law and the laws of California.

Right to examine this policy

You have 10 days after You receive this policy to read and review it. During that 10-day period, if You decide You do not want this policy, You may return it to Us at Our Home Office or to the agent who sold it to You. As soon as it is returned, this policy will be void from the beginning. Premium paid will be returned to You.

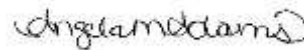
THIS IS A LIMITED POLICY WHICH PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY. IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.

**THIS POLICY IS EXCESS AND CONTAINS A POLICY AGGREGATE OFFSET FOR THE
ACCIDENT MEDICAL EXPENSE BENEFIT.
PLEASE READ THIS POLICY CAREFULLY
NON-PARTICIPATING**

This **Policy** is executed for the Company by its President and Secretary:



Andrew M. DiGiorgio, President



Angela Adams, Secretary

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Policyholder Questions or Comments

If You have questions about the coverage under this **policy**, or if You wish to discuss it, You may contact Us at:

Wellfleet Insurance Company
c/o Wellfleet Group, LLC dba Wellfleet Administrators, LLC
PO Box 15369
Springfield, MA 01115-5369
(877) 657-5039

Please have Your **policy** number available when You contact Us. It is on the front page of this **policy**.

Underwritten by Wellfleet Insurance Company
Administrator: Wellfleet Group, LLC dba Wellfleet Administrators, LLC
PO Box 15369
Springfield, MA 01115-5369

Definitions

You will see some words in bold type in this **policy**. The bold type means that We have defined those words in this **policy**. The definitions are in this section. You can find a complete list in the Definitions section of the certificate of coverage.

Covered person

A person for whom all of the following applies:

- The person is eligible for coverage as defined in the certificate of coverage.
- The person's coverage has not ended.

Dates:

Effective date

The date coverage begins as listed on the front page of this **policy**.

Premium due date

Premium is due on the **premium due date** immediately following the date We invoice You.

Termination date

The date coverage ends according to the *Termination* section.

Policy term: The period of time from **effective date** to the **termination date** of this **policy** as shown on the cover page.

Policyholder

The **policyholder** named on the front page of this **policy** for the purpose of coverage under this **policy**.

Premium

The amount the **policyholder** is required to pay to Us to continue coverage.

Policy

This Blanket Accident Only Insurance **Policy (policy)**. This **policy** consists of several documents taken together.

Premium

Premium - rates

Premium rates are expressed in, and **premiums** are payable in, United States currency. The **premiums** for this **policy** will be based on the rates, the plan and amounts of insurance in effect for **Covered Persons** and the **premium** mode selected as agreed to by the **policyholder** and Us.

Premium Payment

The total **premium** paid by the **policyholder** is the sum of **premiums** for all **Covered Persons**, unless the **policyholder** and **We** agree to another mode of **premium** payment. **Premiums** are paid at **Our** home office or to **Our** authorized agent.

If any **premium** is not paid when due, this **policy** will be cancelled as of the **Premium Due Date** of the unpaid **premium**, except as provided in any applicable **policy** Grace Period section.

Grace Period

A **policy** Grace Period of 31 days will be granted for payment of required **premiums** due after the first **premium**, unless:

1. **We** do not intend to renew this **policy** beyond the period for which **premium** has been accepted; and
2. written notice of **Our** intention not to renew is delivered to the **policyholder** at least 31 days before the **premium** is due.

This **policy** will be in force during the **policy** Grace Period. If the required **premiums** are not paid during the **policy** Grace Period, insurance will end on the last day of the Grace Period. The **policyholder** is liable to **Us** for any unpaid **premium** for the time this **policy** was in force.

Premium Rate Changes

We may change **premium** rates at the end of any **policy term** with at least 31 days advance notice mailed to the last known address of the **policyholder**. We will not increase **premium** rates more frequently than annually, unless one of the events described below occurs.

We may change the **premium** rate during a **policy term** if any one of the following occurs:

1. The terms of this **policy** change;

2. A change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects **Our** benefit obligations under this **policy**;
3. The **policyholder** fails to provide sufficient information, as required by **Us**, to confirm adequacy of **premiums** and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above, subject to required notification. A pro rata adjustment will apply from the date of the change to the end of any period for which **premium** has been paid.

Refund of Premium

We will refund any **premium** minus claims paid for coverage of a specified **covered activity** if:

1. That **covered activity** is cancelled; and
2. The **policyholder** notifies **Us** in writing at least 7 days before the **covered activity** was scheduled to take place.

No insurance will be in effect for any **Covered Person** while they participate in, travel to, attend or otherwise is involved in the cancelled **covered activity**. If this **policy** was issued to insure only the **covered activity** that was cancelled and **We** were notified as required in 2. above, this **policy** will be void from its inception.

Premium – Eligibility Corrections

Premium will always be determined based upon the **effective date** and **termination dates** of a **covered person**.

Final rates

The current **premium** rates and **effective date** for all of the coverages provided under this **policy** are on record with **Us** and You.

Termination

Automatic Termination

This **policy** and all coverage end as of the last day of the grace period if You have not paid **Us** all **premiums** as of the end of the grace period.

Termination by You

You may end coverage under this **policy** at any time by written notice delivered or mailed to **Us**, effective on receipt or on such later date as specified in the notice. Your termination notice may apply to all classes or any class of **Covered Persons** covered under this **policy**. You can send **Us** a termination notice during a period for which You have paid **premium**, but Your **termination date** must be after that period.

Termination by Us

We may end this **policy** and all or any coverage it provides:

- Immediately upon written notice to You if You perform any act or practice that constitutes fraud or if You make any intentional misrepresentation of a material fact relevant to the coverage.
- At any time if We give You 31 days advance written notice .

Effect of Termination

You, **Covered Persons**, and We continue to be responsible following termination for the duties We each incur prior to the termination of this **policy**. One of Your duties includes payment of **premium** due for coverage through any grace period up to the day of termination. You, **Covered Persons**, and We also continue to be responsible for Your, their, and Our duties that this **policy** states are to occur following termination.

You, **Covered Persons**, and We have the rights and duties following termination of this **policy**, as stated specifically in this **policy**.

You shall notify **Covered Persons** of the termination of this **policy**. Your notice will comply with applicable federal and state laws. We have the right to notify **Covered Persons** of termination of this **policy**.

Notices – termination of coverage

You shall notify **Covered Persons** in writing, of their rights when coverage stops.

Reinstatement

This **policy** may be reinstated if it lapsed for nonpayment of **premium**. Requirements for reinstatement are written application of the **policyholder** and payment of all overdue **premiums**. Any **premium** accepted in connection with a reinstatement will be applied to a period for which **premium** was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Administration Provisions

Indemnification

We agree to indemnify and hold You harmless against that portion of Your liability to third parties as determined by either state or federal regulatory agencies, boards, or other government bodies or by arbitration caused directly by Our willful misconduct, criminal conduct or material breach of this **policy**.

You agree to indemnify and hold Us harmless against that portion of Our liability to third parties as determined by a court of final jurisdiction or by arbitration caused directly by Your negligence, breach of this **policy**, breach of applicable federal and state laws, willful misconduct, criminal conduct, or fraud.

These indemnification obligations end with this **policy**, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

Certificates

The **company** will provide a certificate of insurance for delivery to the **Covered Person**. Each certificate will set forth a statement as to the insurance coverage to which the **Covered Person** is entitled, and to whom the insurance benefits are payable.

Distribution – certificate of coverage and other materials

The **company** or **policyholder** will distribute to You as required by applicable federal and state laws, the certificate and other materials relating to enrollment and coverage features.

General provisions

Applicable law

Applicable law means all federal and state laws that apply to the matters covered by this **policy**. Federal and state laws mean statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

Conformity with law

Any provision in this **policy** that is in conflict with the requirements of any state or federal law that apply to this **policy** are automatically changed to conform to the minimum requirements of such laws.

Entire Contract

This **policy** consists of several documents taken together. These documents are:

- Your application
- This **policy**
- The certificate, if applicable
- Any riders, endorsement, inserts, attachments, and amendments to this **policy** or the certificate.

These documents are the entire contract between Us and You.

All certificate documents that are part of the complete **policy** are on file with Us and You.

Changes to the Policy

This **policy**, including the application, endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this **policy** will be valid until approved by one of **Our** executive officers and endorsed on or attached to this **policy**. No agent has authority to change this **policy** or to waive any of its provisions. The **company** may agree with the **policyholder** to modify a plan of benefits without the **Covered Person's** consent

Legal Actions

No action at law or in equity will be brought to recover benefits under this **policy** less than 60 days after written proof of loss has been furnished as required by this **policy**. No such action will be brought more than 3 years after the time such written proof of loss must be furnished.

Assignment and delegation

You shall not assign any right or delegate any duty under this **policy** unless We approve it in writing in advance, in conjunction with state law.

We may delegate some of Our functions under this **policy** to third parties. We may also change or end these delegations. We do not need to give You advance notice to enter into, change or end these arrangements, and We do not need Your consent.

Clerical Error

A person's coverage validly in force will not be affected, nor will a person's coverage validly terminated be continued, due to error or delay in keeping records pertaining to insurance under this **policy**. If such error or delay is found, **We** will adjust the **premium** fairly.

Misstatement of Material Fact

If the **policyholder** has misstated any material fact, all amounts payable under this **policy** will be such as the **premium** paid would have purchased had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express or implied waiver by the **company** of any requirements of this **policy** is not a continuing waiver of such requirements. Any failure by the **company** to enforce any **policy** provision will not be a waiver or amendment of that provision.

Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by this **policy** based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

Financial Sanctions Exclusion

If coverage provided by this **policy** violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, We cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit <http://www.treasury.gov/resource-center/sanctions/pages/default.aspx>.

Incontestability

The validity of this **policy** will not be contested after it has been in force for 2 years from the **policy Effective Date**, except for non-payment of **premium**, or fraud. **We** reserve the right to contest coverage at any time based upon the **Covered Person's** ineligibility for coverage under this **policy** or upon other provisions of this **policy**.

Records

The **policyholder** or its authorized administrator will maintain the records of the **Covered Person's** insurance under this **policy**. **We** will be permitted to examine the **policyholder's** records relating to the insurance under this **policy** at any reasonable time. The **policyholder** is acting as an agent of the **Covered Person** for transactions relating to this insurance. The actions of the **policyholder** will not be considered **Our** actions.

Reporting Requirements

The **policyholder** or its authorized agent must report all of the following to **Us** by the **premium due date**:

1. the names of all persons insured on this **policy Effective Date**;
2. the names of all persons who are insured after the **policy Effective Date**;
3. the names of those persons whose insurance has terminated;
4. additional information required by **Us**.

We, at **Our** option, may waive reporting of any information specified above.

Non-Participating

This **policy** is non-participating. It does not share in the **Company's** profits or surplus earnings.

Notices

This **policy** requires or permits You and Us to send notices to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery
- By e-mail, facsimile or other electronic means, effective upon sending

Notice sent to Us by mail and commercial carrier shall be sent to:

Wellfleet Insurance Company
c/o Wellfleet Insurance Group, LLC dba Wellfleet Administrators, LLC
PO Box 15369
Springfield, MA 01115-5369

Notice sent to You by mail and commercial carrier shall be sent to the address that We have on file for You or Your agent.

You and We must designate specific e-mail addresses, facsimile numbers or other electronic means in writing for purpose of notices.

Privacy

We will protect the personal health information of **Covered Persons** as required by federal and state laws. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help Us process **providers** claims and otherwise help Us administer this **policy**. For a copy of

Our Notice of Privacy Practices, call the toll-free number on the back of the ID card or log on to www.wellfleetinsurance.com.

Third Parties Rights

This **policy** does not give any rights or impose any duties on third parties except as specifically stated.

Workers' Compensation Insurance

This **policy** is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

THE REMAINDER OF THIS CONTRACT CONSISTS OF THE CERTIFICATE, RIDERS AND AMENDMENTS, IF ANY, THAT IS ATTACHED TO, AND MADE A PART OF THIS POLICY.

WELLFLEET INSURANCE COMPANY

5814 Reed Road Fort Wayne, Indiana 46835

BLANKET ACCIDENT INSURANCE CERTIFICATE

POLICYHOLDER: California State University Risk Management Authority
dba CSURMA
POLICY NUMBER: MP0000700773
POLICY EFFECTIVE DATE: August 1, 2020
POLICY TERM: August 1, 2020 through July 31, 2021
STATE OF ISSUE: California
POLICY ANNIVERSARY August 1

The **certificate** is a legal contract between the Policyholder and Wellfleet Insurance Company (herein referenced as ("**We, Us, Our** and **Company**")).

This **certificate** contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits.

The **certificate** and the coverage provided by it become effective at 12:00 A.M. at the address of the **policyholder** on the **policy** Effective Date shown above. It continues in effect in accordance with the provisions set forth in this **certificate**.

The **certificate** and the coverage provided by it terminates at 11:59 P.M. at the address of the **policyholder**, unless the **policyholder** and **we** agree to continue coverage under the **policy** for an additional **policy** term. The following pages form a part of this **certificate** as fully as if the signatures below were on each page.

10 DAY RIGHT TO RETURN THIS CERTIFICATE - If for any reason, the covered person is not satisfied with this certificate, he or she may return it to us within 10 days after receiving it. Upon its return, we will refund any premium paid and this certificate will be deemed void, just as though it had never been issued.

We and the **policyholder** agree to all the terms of this **certificate**.

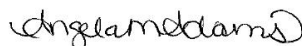
THIS IS A LIMITED CERTIFICATE WHICH PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY. IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS. THIS POLICY IS EXCESS AND CONTAINS A POLICY AGGREGATE OFFSET FOR THE ACCIDENT MEDICAL EXPENSE BENEFIT.

**PLEASE READ THIS CERTIFICATE CAREFULLY
NON-PARTICIPATING**

SIGNED FOR WELLFLEET INSURANCE COMPANY



Andrew M. DiGiorgio, President



Angela Adams, Secretary

Underwritten by: Wellfleet Insurance Company
5814 Reed Road, Fort Wayne, IN 46835

Administrator: Wellfleet Group, LLC dba Wellfleet Group Administrators
PO Box 15369
Springfield, MA 01115-5369
877-657-5039

Insured Persons who have complaints regarding their ability to access needed health care in a timely manner may complain to Us and to the California Department of Insurance. Our contact information can be found above and the Consumer Services Division of the Department of Insurance's contact information can be found below.

California Department of Insurance
300 S. Spring Street
11th Floor
Los Angeles, CA 90013
Inside State Toll-Free: 1-800-927-4357
Outside State: 1-213-897-8921
Fax: 1-213-897-9641
TDD: 1-800-482-4833
www.insurance.ca.gov

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SCHEDULE OF BENEFITS

The benefits provided by this certificate will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages to protect against hazards that may occur during specific activities, situations or events.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this certificate. Please read the conditions of coverage section and each benefit description section for full details.

COVERED PERSONS:

Eligible Class(es) of Covered Persons

CLASS 1

Description of Class

All participants of a Member School taking part in approved Club Sports programs as shown on the Sports census on file.

CLASS 2

All students of a Member School taking part in approved Intramural Sports programs as shown on the Sports census on file.

POLICY AGGREGATE MAXIMUM	
Policy Aggregate Maximum (Applies to All Conditions of Coverage)	Unlimited
Not more than the policy aggregate maximum specified above will be paid for all covered losses, covered injuries, covered expenses as the result of any one covered accident .	
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS	
Principal Sum	\$10,000
Loss must occur within	365 days of the covered accident
Accidental Death and Dismemberment Aggregate Limit	\$500,000
SCHEDULE OF COVERED LOSSES	
Covered Loss	Benefit
Loss of Life	Principal Sum
Loss of Both Hands or Both Feet	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of Sight of Both Eyes	Principal Sum
Loss of One Hand or foot and Sight of One Eye	50% of Principal Sum
Loss of One Hand or One Foot	50% of Principal Sum
Loss of Thumb and Index Finger of the Same Hand	50% of Principal Sum
Loss of all Four Fingers of the Same Hand	50% of Principal Sum
Loss of all the Toes of the Same Foot	50% of Principal Sum
Loss of Thumb	25% of Principal Sum
Loss of Sight in One Eye	50% of Principal Sum
Loss of Speech and Hearing (in both ears)	Principal Sum
Loss of Speech	50% of Principal Sum
Loss of Hearing in both ears	50% of Principal Sum

ADDITIONAL ACCIDENT INDEMNITY BENEFITS

Any benefits payable under the Additional Accident Indemnity Benefits shown below are in addition to any other Accidental Death and Dismemberment Benefits payable.

CATASTROPHIC CASH BENEFIT	
Principal Sum per Person	\$250,000
Single One-Time Payment	\$50,000 initial lump sum then monthly up to Principal Sum
Covered Loss	Benefit
Paralysis Benefit	
Total Paralysis	Principal Sum
Quadriplegia	Principal Sum
Paraplegia Paralysis must occur within 180 days of a covered accident continue for 180 consecutive days	Principal Sum
Hemiplegia	Principal Sum
Uniplegia	50% of the Principal Sum
Coma Benefit Coma must begin within 180 days of a covered accident and continue for 180 consecutive days	100% of the Principal Sum for the first 11 months in Coma, remainder of the Principal Sum in the 12th Month in Coma
ACCIDENT MEDICAL BENEFITS	
Any benefit limits for <i>Accident Medical Benefits</i> apply, unless otherwise specified, on a per covered accident basis.	
The covered injury must result directly from a covered accident.	
Covered Expenses for which benefits are payable are outlined below. Unless otherwise indicated, benefits are payable as a percentage of usual and reasonable charges.	
SCOPE OF COVERAGE APPLICABLE TO ACCIDENT MEDICAL BENEFITS	
Full Excess Medical Maximum	\$5,000,000 per covered accident
Accident Medical Benefit Amount	100% of usual and reasonable charges
Policy Aggregate Offset Applies to all covered injuries for all covered persons. Must be met before benefits are payable under this plan	\$0
Individual Limit Per covered injury per covered person	\$30,000
Benefit Period - Individual must be covered under this plan at the time of the accident causing the loss	104 weeks from the date of the covered accident

Treatment window: - First covered expenses must be incurred within	180 days of the covered accident
ACCIDENT MEDICAL BENEFITS	
Covered Expenses	Coverage and Other Limits
Inpatient Hospital Services	
Hospital Room & Board Expenses and miscellaneous services and supplies. Subject to Semi-Private room rate unless intensive care unit is required.	The benefit amount shown above
Outpatient Facilities	
Ambulatory Medical or Surgical Center	The benefit amount shown above
Outpatient Hospital Services	The benefit amount shown above
Emergency Room Expenses	The benefit amount shown above
Rehabilitation Facility	The benefit amount shown above
Maximum Number of days	90 per covered accident
Physician Services	
Surgery	The benefit amount shown above
Assistant Surgeon	The benefit amount shown above
Urgent Care Expenses	The benefit amount shown above
Second Opinion or Consultation	The benefit amount shown above
Physician Assistant	The benefit amount shown above
Anesthesia and its Administration	The benefit amount shown above
In-Hospital or Office Visits	The benefit amount shown above
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	
Outpatient X-Rays, CT Scans & MRIs and Laboratory Tests	The benefit amount shown above
Outpatient Services and Supplies	
Outpatient Physical Therapy	The benefit amount shown above
Maximum Visits Per Day	1
Maximum physical therapy visits	20 per covered accident
Outpatient Occupational and Speech Therapy	The benefit amount shown above
Maximum Visits Per Day	1
Maximum Occupational and Speech Therapy visits combined	20 per covered accident combined
Nursing Services- Private Duty Nursing	The benefit amount shown above
Ambulance Services	The benefit amount shown above
Ground Ambulance Maximum	\$2,000 per trip
Air/Water Ambulance Maximum	\$10,000 per trip
Durable Medical Equipment and Orthopedic Braces and Appliances	The benefit amount shown above
Medical Services and Supplies	The benefit amount shown above
Prosthetic Devices	The benefit amount shown above
Prescription Drugs	The benefit amount shown above
Eyeglasses, Contact Lenses, Hearing Aids, Artificial Dental Devices	The benefit amount shown above

DEFINITIONS

In the **certificate**, certain words have specific meanings. The words defined below and **bold** within the text of this **certificate** have the meanings set forth below.

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the **covered person** is covered under this **certificate**.

Accidental Death and Dismemberment Aggregate Limit means the maximum amount payable under this **certificate** if more than one **covered person** suffers a **covered loss** as a result of the same **accident**, and if **Accidental and Dismemberment Benefit** amounts are payable for those losses provided by this **certificate**. The maximum amount payable for all such losses for all **covered persons** under the **Accidental Death and Dismemberment Benefit** combined will not exceed the **Accidental Death and Dismemberment Benefit Aggregate Limit** shown in the *Schedule of Benefits*. If the combined maximum amount otherwise payable for all **covered persons** must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each **covered person** for all such losses under all the **Accidental Death and Dismemberment** benefits combined.

Ambulatory Medical or Surgical Center means any licensed public or private establishment which:

1. has an organized medical staff;
2. has permanent facilities that are equipped and operated mainly for the purpose of providing medical or **surgical** treatment;
3. provides continuous services of **physicians** and registered **nurses**, whenever a patient is in the facility; and
4. does not provide services or other accommodations for patients to stay overnight.

Benefit Period means the period of time from the date of the **covered accident**, as shown in the Schedule of Benefits, **covered expenses** are payable for treatment of a **covered injury**.

Certificate means the **certificate** issued by us.

Company or We, Us, Our means Wellfleet Insurance Company, domiciled in Fort Wayne Indiana.

Conveyance means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.

Covered Accident is an **accident** that results directly from a **covered injury** or **covered loss** and meets all of the following conditions:

1. Occurs while the **covered person** is insured under this **certificate**;
2. Occurs under one of the **conditions of coverage** specified in the **conditions of coverage** section of this **certificate**;
3. Is not otherwise excluded under the terms of this **certificate**.

Covered Activity means an activity or event that:

1. Takes place under one of the **conditions of coverage** specified in the **conditions of coverage** section of this **certificate**; and
2. Is sponsored, organized, scheduled or otherwise provided by the **policyholder**

The activity or event must be under sole direct supervision of qualified **policyholder** authorities and may, if specified in this **certificate**, include **policyholder** sponsored and supervised travel to and from such an activity or event.

Covered Expenses means the **usual and reasonable** charges for services or supplies listed in the *Schedule of Benefits*, and described in the **Accident Medical Benefits** section, that the **covered person incurred** during the **benefit period** for **medically necessary** treatment of a **covered injury**. A **physician** must recommend and approve these services or supplies. A **covered expense** is deemed to be **incurred** on the date treatment, service, or supply that gave rise to the expense or the charge, was rendered or obtained.

Covered Injury means any bodily harm that results directly from a **covered accident** and occurs while such a person is participating in a **covered activity**. A **covered injury** does not include aggravation of an injury sustained before the **covered accident**.

Covered Loss means a loss:

1. Which is the result of a **covered injury** to the **covered person**;
2. For which benefits are payable under this **certificate**; and
3. Which is not otherwise excluded under the terms of this **certificate**.

Covered Person means a person who is eligible for coverage as identified in the *Schedule of Benefits* for whom proper premium payment has been made, and who is insured under this **certificate**.

Durable Medical Equipment means a device which:

1. Is primarily and customarily used for medical purposes, is specially equipped with features and functions that are generally not required in the absence of **sickness** or **covered injury** and is able to withstand repeated use;
2. Is used exclusively by the **covered person**;
3. Is routinely used in a **hospital** but can be used effectively in a non-medical facility;
4. Can be expected to make a meaningful contribution to treating the **covered person's covered injury**; and
5. Is prescribed by a **physician** and the device is **medically necessary** for rehabilitation.

Durable Medical Equipment does not include:

1. Comfort and convenience items;
2. Equipment that can be used by **immediate family members** other than the **covered person**;
3. Health exercise equipment; and
4. Equipment that may increase the value of the **covered person's** residence.

HMO – Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider of service.

Home means the structure or land on which the **covered person** permanently resides.

Hospital means an institution that meets all of the following:

1. It is licensed as a **hospital** pursuant to applicable law;
2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. It is managed under the supervision of a staff of medical doctors;
4. It provides 24-hour nursing services by or under the supervision of a graduate registered **nurse** (R.N.);

5. It has medical, diagnostic and treatment facilities, with major **surgical** facilities on its premises, or available on a prearranged basis;
6. It charges for its services.

The term **hospital** does not include a clinic, facility, or unit of a **hospital** for:

1. Rehabilitation, convalescent, custodial, educational or nursing care;
2. The aged, drug addicts or alcoholics;
3. A Veteran's Administration **hospital** or Federal Government **hospitals** unless the **covered person incurs** an expense and there is a legal obligation to pay.

Hospital Stay means a confinement in a **hospital**, ordered by a **physician**, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the **hospital**. The **hospital stay** must result directly from a **covered accident**. Separate **hospital stays** due to the same **covered accident** will be treated as one **hospital stay** unless separated by at least 90 days.

Immediate Family Member means a person who is related to the **covered person** in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent, including stepparent, brother or sister, including stepbrother or stepsister, or child, including legally adopted child or stepchild.

Incurred or Incurs means an obligation to pay for a **covered expense** for treatment, service or purchase of supplies, deemed to be the date it is provided to the **covered person**.

Inpatient means if the **covered person** is confined for at least one full day's **hospital** room and board. The requirement that the **covered person** be charged for room and board does not apply to confinement in a Veteran's Administration **hospital** or Federal Government **hospital** and in such case, the term "**inpatient**" shall mean that the **covered person** is required to be confined for a period of at least a full day as determined by the **hospital**.

Intramural Sport means a sport which:

1. Is approved by the Sports Director or Athletic Director of the participating **school**; [and
2. Involves only students at the same **school**; and
3. Takes place within the walls, boundaries and grounds of said **school** or at another location approved by the **policyholder**.

Interscholastic Sport means a sport which:

1. Has been accorded varsity or junior varsity status by the participating **school**; and
2. Is administered by such **school's** department of **interscholastic** athletics for which the eligibility of the participating student athlete is reviewed and certified in accordance with the applicable **interscholastic sports organization's** legislation, rules or regulations; and
3. Entitles qualified participants to receive the participating **school's** official awards.

Medically Necessary/Medical Necessity means care, services or supplies provided to the **covered person**, solely by or at the direction of a treating **physician** exercising prudent medical judgment and acting independently of the **company**, for the purpose of evaluating, diagnosing or treating a **covered injury** sustained as the direct result of a **covered accident**, that are:

1. In accordance with generally accepted standards of medical practice;
2. Clinically appropriate, in terms of type, frequency, extent, site and duration;
3. Considered effective for the **covered injury**; and
4. Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results for the diagnosis or treatment of a **covered injury**.

For the purposes of this definition, *Generally Accepted Standards of Medical Practice* means:

- a. Standards that are based on credible scientific evidence published in peer-reviewed, medical literature generally recognized by the relevant medical community;
- b. **Physician** and health care provider specialty society documents;
- c. The views of **physicians** and health care providers practicing in the relevant clinical areas; and
- d. Any other relevant factors.

Nurse means a licensed graduate registered **nurse** (R.N.) or a licensed practical **nurse** (L.P.N.) who is not:

1. The **covered person**;
2. The **covered person's immediate family member** or the **covered person's** spouse;
3. A person living in the **covered person's** household; or
4. A person employed or retained by the **policyholder**.

Outpatient means the **covered person** receives **medically necessary** services and supplies while not an **inpatient** in a **hospital**.

Other Health Care Plan means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care or disability benefits. A **health care plan** includes group, blanket, franchise, family or individual:

1. Insurance policies;
2. Subscriber contracts;
3. Uninsured or self-funded agreements or arrangements;
4. Coverage provided through **Health Maintenance Organizations, Preferred Provider Organizations** and other prepayment, group practice or individual practice plans;
5. Medical benefits provided under automobile "fault" and "no-fault" type contracts;
6. Medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - a. A state-sponsored Medicaid plan; or
 - b. A plan or law providing benefits only in excess of any private or non-governmental plan;
7. Other valid and collectible medical or health care benefits or services.

Physical Therapy means any form of **physical therapy**, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Sojourn or Personal Deviation means (1) non-business travel or activities undertaken while traveling to and from an activity which is covered under this **certificate**; and (2) unrelated to the **covered activity** which is covered under this **certificate**.

Physician means a licensed health care provider practicing within the scope of their license and rendering care and treatment to the **covered person** that is appropriate for the condition and locality, and who is not:

1. The **covered person**;
2. The **covered person's immediate family member** or the **covered person's** spouse;
3. A person living in the **covered person's** household;
4. A person employed or retained by the **policyholder**; or
5. A person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Policy Aggregate Offset means a dollar amount of **covered expenses** the **Insured Person** must pay before we pay any benefits under this **policy**. The **Policy Aggregate Offset** may also be satisfied by other valid and collectible insurance or plan.

Policyholder means the entity, named on this **certificate's** face page, to which the **company** issues this **certificate**.

Policy Term means the time period defined for the **policyholder** shown in this **certificate**.

PPO – Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform these services at rates lower than **Non-Preferred Providers**.

Pre-existing Condition means a disease or physical condition for which the **covered person** received medical advice or treatment in the 12-month period before the **covered person's** coverage became effective under the **policy**.

Principal Sum means the amount payable for each Insured within a plan year as shown in the *Schedule of Benefits*.

Rehabilitation Facility means a legally operating institution or part of an institution which has a transfer agreement with one or more **hospitals** and which:

1. Is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation **inpatient** care; and
2. Is duly licensed by the appropriate government agency to provide such services; and
3. Is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of **Rehabilitation** Facilities.

A **rehabilitation facility** does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

School means the participating **school** where the **covered person** is enrolled or employed. The **school** must be licensed or accredited, as applicable, by the jurisdiction where it is located, to provide the care, education or training for which the **covered person** is enrolled.

Sickness means a physical or mental illness, including pregnancy.

Surgical Procedure means:

1. A cutting procedure;
2. Suturing a wound;
3. Treatment of a fracture;
4. Reduction of a dislocation;
5. Electrocauterization;
6. Diagnostic and therapeutic endoscopic procedures; and
7. An operation by means of laser beam.

Usual and Reasonable Charge means the normal charge, in the absence of insurance, made by the provider of any **medically necessary** care, service or supply, but not more than the prevailing charge in the area:

1. For a like service by a provider with similar training or experience; or
2. For a supply that is identical or substantially equivalent.

War means a state or period of declared or undeclared **war** whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide **Accident** Insurance Benefits described in this **certificate** in consideration of the **policyholder's** application and payment of the Premium when due. Insurance begins on the **policy** Effective Date shown on this **certificate's** first page.

Eligibility

A person is eligible for insurance under this **certificate** when they meet the definition of a **covered person** shown in the *Schedule of Benefits*.

Effective Date for Individuals

Insurance becomes effective for the **covered person** on the latest of the following dates:

1. The **policy** Effective Date;
2. The date the person becomes eligible.
3. The day after the date for which premium for the person's coverage is received by **us**, or
4. The date the person becomes a member of an eligible class of persons as described in the Description of Class section of the Schedule of Benefits.

In no instance will insurance for the **covered person** become effective before the **policy** Effective Date. Coverage is in effect for each **covered person** when participating in a **covered activity**.

TERMINATION OF INSURANCE

Insurance for the **covered person** will end on the earliest of:

1. The date the **covered person** is no longer in an Eligible Class;
2. The date the **covered person** enters full time active duty in any Armed Forces. **We** will refund any premium paid for any period of active duty when **we** receive proof of active duty. Active duty does not include Reserve or National Guard duty for training;
3. The end of the period for which the last premium is made; and
4. The date this **certificate** ends.

Termination does not affect a claim for a **covered loss** due to a **covered accident** that occurs before the termination date. However, in no instance will benefits extend beyond the earliest or earlier of:

1. The end of the **Benefit Period**; and
2. The date benefits equal to any applicable Benefit Limit, as shown in the *Schedule of Benefits*, have been paid.
3. The date benefits equal to any applicable **policy** aggregate maximum, as shown in the *Schedule of Benefits*, have been paid.

GENERAL EXCLUSIONS

In addition to any benefit-specific exclusion, benefits will not be paid for any **covered injury, covered loss** or **covered expense** which directly results from any of the following unless coverage is specifically provided for by name in this **certificate**:

1. Any service, treatment or supply that is not considered **medically necessary** as defined in this **certificate**.
2. Expenses **incurred** after the end of the **Benefit Period**, even if **incurred** for continuing services or treatment of a **covered injury**.
3. Benefits provided by a Government plan (except Medicaid and other public assistance plans).
4. Injuries compensable under Workers' Compensation law or any similar law.
5. **Sojourns or Personal deviations** are not covered.
6. Intentionally self-inflicted Injury, suicide or any attempt or threat while sane or insane.
7. Declared or undeclared **war** or act of **war**.
8. Commission of or attempt to commit a felony or an assault by the person whose **covered injury** or **sickness** is the basis of claim, or to which a contributing cause was such person's being engaged in an illegal occupation.
9. Commission of or active participation in a riot or insurrection.
10. Treatment of a **pre-existing condition** as defined herein.
11. Aggravation, during a **covered activity**, of an injury the **covered person** suffered before participating in that **covered activity**, unless **we** receive a written medical release from the **covered person's physician**.
12. Flight in, boarding or alighting from an aircraft, except as:
 - a. A fare-paying passenger on a regularly scheduled commercial airline.
 - b. A passenger in a military aircraft flown by the Air Mobility Command or its foreign equivalent.
13. Travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle.
14. An **accident** if the **covered person** is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) The **covered person** holds a valid learner's permit and (b) The **covered person** is receiving instruction from a Driver's Education Instructor.
15. **Sickness**, disease, bodily or mental infirmity, bacterial or viral infection or medical or **surgical** treatment thereof, except for any bacterial infection resulting from an **accidental** external cut or wound or **accidental** ingestion of contaminated food.
16. **Medical** or **surgical** treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of injuries sustained in a **covered accident**.
17. Travel or activity outside the contiguous United States, Alaska, Hawaii and the territories and possessions of the United States except as provided for qualified **covered activity**.
18. **Voluntary** ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a **physician** and taken in accordance with the prescribed dosage.
19. An **accident** that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon **Our** receipt of proof of service, **we** will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
20. Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay.
21. Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses except due to a **covered accident** as described elsewhere in this **certificate**.

22. Hearing aids, or purchase, repair or replacement of, except due to a **covered accident** as described elsewhere in this **certificate**.
23. Wheelchairs, braces, appliances, orthopedic braces, or orthotic devices except due to a covered accident as described elsewhere in this certificate.
24. Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the **covered person** has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the **covered accident** occurred.
25. Rest cures, long-term care or custodial care.
26. Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a. Cosmetic surgery resulting from a **covered accident**, if the **covered person's** initial treatment had begun within 12 months of the date of the **covered accident**;
 - b. Reconstruction incidental to or following surgery resulting from a **covered accident**;
 - c. Any unplanned and unintended adverse consequences that may result during the treatment of a **covered accident**.
27. Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) Are deemed to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
28. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
29. Repair or replacement of existing dentures, partial dentures, braces or bridgework, unless damaged or destroyed in a **covered accident**.
30. Treatment or services provided by the **covered person's immediate family**.
31. Personal services, or comfort/convenience items such as television and telephone or transportation.
32. Orthopedic appliances used mainly to protect an injury so that the **covered person** can take part in **intramural, interscholastic, club or recreational sports**.
33. Expenses payable by any automobile insurance **policy** without regard to fault.
34. Services or treatment provided by an infirmary operated by the **policyholder**
35. Treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the **covered activity**.
36. Treatment or service provided by a private duty **nurse** except due to a **covered accident** as described elsewhere in this **certificate**.
37. Charges for hot or cold packs.
40. Custodial Care service and supplies.
41. Expenses that are not recommended and approved by a **physician**.
42. Repair or replacement of existing artificial limbs, eyes and larynx, unless damaged or destroyed in a **covered accident**.
43. Treatment of hernia of any kind. Hernia means a rupture or protrusion of an organ or part through connective tissues or through a wall of a cavity in which it is normally enclosed.
44. Treatment of an injury resulting from or contributed to by frostbite, fainting or seizures, or heatstroke or heat exhaustion.
45. Participation in any sports activity not specifically authorized, sponsored and supervised by **policyholder**, whether or not it takes place on **policyholder** premises.
46. Any expenses in excess of **usual and reasonable charges** except as provided in this **certificate**.
47. Racing or speed contests, skin diving, or sky diving, mountaineering (where ropes or guides are customarily used), parasailing, sail planing, hang gliding, bungee jumping, travel in or on ATV's (all terrain or similar type vehicles), or other hazardous sport or hobby.
48. Non-physical, occupational, speech therapies (art, dance, etc.).

- 49. Modifications made to dwellings.
- 50. General fitness, exercise programs.
- 51. Hypnosis.
- 52. Rolfing.
- 53. Biofeedback.
- 54. Hyperhidrosis.

CONDITIONS OF COVERAGE

Scope of Coverage

This section describes the Scope of **Accident** Coverage under which benefits provided by this **certificate** become payable. Any benefits are payable only once, even though more than one Scope of **Accident** Coverage may apply. Please read these and the General Exclusions and Limitations sections in order to understand all of the terms, conditions and limitations of coverage.

We will pay benefits provided by this **certificate**, subject to all applicable conditions and exclusions, when the **covered person** suffers a loss or incurs **covered expenses** resulting directly from a **covered accident** that occurs while participating in a **policyholder sponsored, sanctioned and/or supervised covered activity**.

We will pay benefits if the **covered person** suffers a **covered injury** from a **covered accident** that occurs while the **covered person** is attending or participating in a **covered activity**.

The **covered person** must be:

1. On the location or premises of the **policyholder**:
 - a. During its normal hours;
 - b. During scheduled functions; and
 - c. During other periods while the **covered person** is participating in a sponsored, sanctioned and/or supervised activity of the **policyholder**.
2. Attending or participating in a **sponsored, sanctioned and/or supervised activity** of the **policyholder** while away from the **policyholder** location or premises; or
3. Traveling directly, without interruption:
 - a. Between the **covered person's** Home and the **policyholder** location or premises or the location of a **sponsored, sanctioned and/or supervised activity**;
 - b. Between the site of the sponsored, sanctioned and/or supervised activity and the **covered person's** Home or to the location or premises of the **covered activity**, if the sponsored, sanctioned and/or supervised activity is located within or outside the town where the **policyholder** is located including travel while participating in a **covered activity** that requires an overnight stay; and/or
 - c. While on a sponsored, sanctioned and/or supervised **covered activity**, if the sponsored, sanctioned and/or supervised activity is located within the contiguous United States, Alaska, Hawaii and the territories and possessions of the United States including travel while participating in a **covered activity** that requires a stay of one or more nights; and/or
 - d. In a vehicle which is:
 - i. Designated or furnished by the **policyholder**;
 - ii. Operated by a properly licensed adult driver; or
 - iii. Under the direct supervision of the **policyholder**

Definitions for the purposes of this coverage:

Travel Time means the time:

1. Before the start of the **sponsored, sanctioned and/or supervised activity of policyholder**; and
2. After the **sponsored, sanctioned and/or supervised activity** of the **policyholder** is completed.

Sponsored, Sanctioned and/or Supervised Activity means a **policyholder** authorized function or event:

1. In which the **covered person** participates;
2. That is organized and approved by the **policyholder**; and
3. That is within the scope of the activities provided by the **policyholder**.

This includes but is not limited to:

This includes but is not limited to scheduled sports program or exposition at a facility owned, leased, rented, or otherwise contracted for by the **policyholder** to conduct such programs or events.

DESCRIPTION OF BENEFITS

This Description of Benefits section describes the benefits provided by this **certificate**. **Any benefits are payable only once, even though more than one covered condition may apply. The covered injury must result directly from a covered accident.** Benefit amounts, **benefit periods** and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the *General Exclusion Sections* in order to understand all of the terms, conditions and limitations of coverage.

Accidental Death or Dismemberment Benefits

Covered Losses

We will pay the benefit for any one of the **covered losses** listed in the *Schedule of Benefits*, if the **covered person** suffers a **covered loss** resulting from a **covered accident** within the applicable time period specified in the *Schedule of Benefits*.

If the **covered person** sustains more than one **covered loss** as a result of the same **covered accident**, **we** will pay the benefit for the **covered loss** for which the largest benefit is payable.

If a **covered accident** causes the **covered person's** death, the total of all benefits **we** will pay for Accidental Death and any other **covered losses** will not exceed the **Principal Sum**.

Definitions:

Loss of a Hand or Foot means complete **severance** through or above the wrist or ankle joint.

Loss of a Thumb and Index Finger of the Same Hand means complete **severance** through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, **surgical** or artificial means.

Loss of Sight means the total, permanent **loss of sight** of one or both eyes. The **loss of sight** must be irrecoverable by natural, **surgical** or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, **surgical** or artificial means.

Loss of Toes means complete severance through the metatarsal phalangeal joint

Severance means complete separation and dismemberment of the part from the body.

ADDITIONAL ACCIDENT INDEMNITY BENEFITS

Catastrophic Cash Benefit

We pay additional benefits if the **covered person** suffers **paralysis, coma**, as a result, of a **covered accident**. If the **covered person** suffers more than one of these as a result of the same **covered accident**, the largest available benefit will be payable.

Definitions:

Coma or Comatose means a profound state of unconsciousness from which the **covered person** is not likely to be aroused through powerful stimulation. The **coma** must begin within the time period shown in the *Schedule of Benefits* for the **covered accident**, continue for the time period shown in the *Schedule of Benefits* and must be diagnosed and treated regularly by a **physician**. **Coma or comatose** does not mean any state of unconsciousness intentionally induced during the course of treatment of a **covered injury** unless the state of unconsciousness results from the administration of anesthesia in preparation for **surgical** treatment of injuries sustained in that **covered accident**.] We will terminate benefits if **physician** certification of **coma** is not provided when requested.

Hemiplegia means **paralysis** of the upper and lower limbs on one side of the body.

Quadriplegia means **paralysis** of both upper and lower limbs.

Paralysis or Paralyzed means total loss of use. A **physician** must determine the loss of use to be complete and not reversible at the time the claim is submitted.

Paraplegia means **paralysis** of both lower limbs or both upper limbs.

Total Paralysis means complete and irreversible loss of function and sensation of limbs.

Uniplegia means **paralysis** of one upper or one lower limb.

Exclusions that apply to this benefit are in the *General Exclusions Section*.

ACCIDENT MEDICAL EXPENSE BENEFITS

This Section describes the Scope of Coverage for which Medical Benefits are payable. Any applicable benefit periods, benefit limits and maximums are shown in the *Schedule of Benefits*. Please read these, the *General Exclusions and Benefit Specific Exclusion Sections* in order to understand all of the terms, conditions and limitations applicable to these benefits.

The covered injury must result directly from a covered accident.

Covered expenses are shown in the *Schedule of Benefits*.

We will pay a benefit for **medically necessary covered expenses** incurred by the **covered person**, for a **covered injury** that resulted from a **covered accident**.

Benefits will be paid:

1. When **covered expenses incurred** exceed any applicable **policy aggregate offset**
2. As long as the first **covered expense** has been **incurred** within the treatment window specified in the *Schedule of Benefits*; and
3. Until any applicable **benefit period** shown in the *Schedule of Benefits* has expired; and
4. Until the total of **covered expenses** paid equals any applicable Benefit Limit or Maximum Limits shown in the *Schedule of Benefits*; and
5. Until benefits paid under this **certificate** equal the **policy aggregate** maximum in the *Schedule of Benefits*.

Full Excess Medical Expense

We will pay **covered expenses**, up to the Full Excess Medical Benefit shown in the *Schedule of Benefits* secondary to any **other health care plan** the **covered person** may have. Benefits payable will be limited to that part of the **covered expense**, if any, which is in excess of the total benefit payable for the same injury under any **other health care plan**:

1. Without regard to any Coordination of Benefits provision in any **other health care plan**.

If the **other health care plan** also provides benefits on a full excess basis, benefits under this **certificate** will be matched with the other health care plan to allow 50% of any **covered expenses** up to the Full Excess Medical Benefit shown in the *schedule of benefits*. Benefits paid under this **certificate** will not exceed:

1. Any applicable maximum; and
2. 100% of the **covered expense** incurred when combined with benefits paid by any **other health care plan**.

For the purposes of this **certificate**, a **covered person's** entitlement to any **other health care plan** will be determined as if this **certificate** did not exist and will not depend on whether timely application for benefits from any **other health care plan** is made by or on behalf of the **covered person**.

Benefits under this **certificate** will be reduced to the extent that benefits for **covered expenses** are covered by any **other health care plan** whether or not a claim is made for such benefits.

Any **covered expenses** payable under this **certificate** will be reduced by the **Other health care plan** Reduction Percentage shown in *Schedule of Benefits* if:

1. The **covered person** is eligible under this **certificate** for benefits in excess of another **health care plan** and the **covered person** has coverage that is primary under another **health care plan**; and
2. The **other health care plan** is an **HMO, PPO** or similar arrangement; and
3. The **covered person** does not use the facilities or services of the **HMO, PPO** or similar arrangement.

Covered expenses payable will not be reduced for emergency treatment within 24 hours after a **covered accident** which occurred outside the geographic service area of the **HMO, PPO** or similar arrangement.

Non-Duplication of Benefits

This provision applies if the **covered person**:

1. Is covered by any other **health care plan**; and
2. Would, as a result, receive total medical expense or service benefits in excess of the expenses actually incurred.

In this case, the **covered expenses We** will pay under this **certificate** will be reduced by such excess. This provision does not apply if **We** would be primary under any Coordination of Benefit provision in any other **health care plan**.

Benefits paid under this **certificate** will not exceed:

1. Any applicable maximum; and
2. 100% of the **covered expense** incurred when combined with benefits paid by any other **health care plan**.

ACCIDENT MEDICAL EXPENSE BENEFITS

Covered Expenses

INPATIENT HOSPITAL SERVICES

Hospital Room and Board Expenses and miscellaneous services and supplies – We will pay covered expenses incurred by the covered person for:

1. Confinement in a semi-private room, unless an intensive care or coronary care unit is required, for each day of such confinement;
2. Any other confinement, for each day of the **hospital stay**;
3. Miscellaneous expenses charged by a **hospital**. Miscellaneous expenses include, but are not limited to X-rays, CT Scans, MRIs, laboratory tests (including professional fees); in-**hospital physical therapy** (including professional fees); **nurse** services; orthopedic appliances; pre-admission tests; drugs and medicines (excluding take-home drugs); dressings; and all other medically necessary and prescribed **covered expenses** other than room and board, for services received during a **hospital stay**.

OUTPATIENT FACILITIES

Ambulatory Medical or Surgical Center

We will pay covered expenses incurred by the covered person for medical or surgical treatment provided in a licensed facility providing ambulatory medical or surgical treatment that is not a hospital or physician's office.

Outpatient Hospital Services

We will pay covered expenses incurred by the covered person for miscellaneous expenses charged by a hospital. Miscellaneous expenses include but are not limited to use of the operating room; X-rays, CT Scans, MRIs, laboratory tests (including professional fees); therapeutic services (excluding physical therapy); orthopedic appliances; drugs and medicines (excluding take-home drugs and medicines); and all medically necessary expenses for services received during outpatient medical or surgical treatment.

Emergency Room Expenses

We will pay covered expenses incurred by the covered person for outpatient emergency room expenses received in a hospital. When emergency room treatment is immediately followed by admission to a hospital, such treatment will be an Inpatient hospital covered expense.

Rehabilitation Facility

We will pay covered expenses incurred by the covered person for physical and occupational rehabilitation provided to the covered person at a rehabilitation facility. Treatment must be rendered by a physician or provided at a physician's direction.

PHYSICIAN SERVICES

We will pay covered expenses incurred by the covered person for physician Services listed below.

Surgery

1. **Covered expenses** charged for performing a **surgical procedure**. Two or more **surgical procedures** through the same incision will be considered as one procedure. The **covered person's** surgeon may perform two or more surgical or bilateral procedures on the **covered person** during one operation but in separate operative fields. When this happens, **we** will pay:
 - 100% of the surgery for the primary procedures
 - 50% of the surgery for the secondary procedure
 - 50% if the surgery for each of the other procedures, if any.
2. **Covered expenses** charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other **surgical procedure**, including aftercare, which is given in the **outpatient** department of a **hospital** or an **ambulatory medical or surgical center**.

Assistant Surgeon - **covered expenses** charged by an assistant surgeon assisting a **physician** performing a **surgical procedure**.

Urgent Care Expenses – **covered expenses** charged for an urgent care **physician** to evaluate and treat an urgent condition.

Second Opinion or Consultation – **covered expenses** charged by a **physician** for a second or third surgical opinion or consultation.

Physician's Assistant – **covered expenses** charged by a **physician's** Assistant for other than pre- or post-operative care, second or third opinion or consultation:

1. For in-**Hospital** visits; and
2. For office visits.

Anesthesia and its Administration – **covered expenses** charged by a **physician** for anesthesia and its administration.

In-**Hospital** or Office Visits– **covered expenses** charged by a **physician** for other than pre- or post-operative care, second or third opinion or consultation:

1. For in-**Hospital** visits; and
2. For office visits.

OUTPATIENT X-RAYS, CT SCANS, MRI AND LABORATORY TESTS

Outpatient X-Rays, CT Scans, MRIs and Laboratory Tests

We will pay **covered expenses** incurred by the **covered person** for X-rays, except dental X-rays, CT Scans, MRIs and laboratory tests performed on an **outpatient** basis at a **hospital** or other licensed facility.

OUTPATIENT SERVICES AND SUPPLIES

Outpatient Physical Therapy

We will pay **covered expenses** incurred by the **covered person** for **outpatient physical therapy** when administered by a **physician** to treat a **covered injury**. **Physical therapy** includes: (a) Acupuncture; (b) microthermy; (c) chiropractic adjustment; (d) manipulation; (e) diathermy; (f) massage therapy; (g) heat treatment; and (h) ultrasonic treatment.

Outpatient Occupational and Speech Therapy

We will pay covered expenses incurred by the covered person for outpatient occupational and speech therapy required for rehabilitative treatment of a covered injury.

Nursing Services – Private Duty Nursing

We will pay covered expenses incurred by the covered person for services other than routine hospital care, rendered by a private duty nurse.

Ambulance Services

We will pay covered expenses incurred by the covered person for ground, air or water ambulance service to transport the covered person from the place where the covered accident occurred to the nearest medically appropriate facility. Air and water will be covered when:

- Professional ground Ambulance transportation is not available
- The **covered person's** condition is unstable, and requires medical supervision and rapid transport
- The **covered person** is traveling from one **hospital** to another and
 - The first **hospital** cannot provide the emergency services the **covered person** needs
 - The two conditions above are met.

Durable Medical Equipment and Orthopedic Braces and Appliances

We will pay covered expenses incurred by the covered person for rental or, if less, purchase of:

1. A wheelchair or **hospital** bed; or
2. Other medical equipment that has permanent or temporary therapeutic value for the **covered person** and that can only be used by the **covered person**. Permanent or temporary therapeutic value must be certified by the **covered person's** treating **physician**. Examples of items that are not covered include, but are not limited to: computers, motor vehicles and modifications thereof, ramps and installation costs.

Medical Services and Supplies

We will pay covered expenses incurred by the covered person for:

1. Blood and blood transfusions, including processing and administration; and
2. Cost and administration of oxygen and other gases.

We will not pay for storage of blood for any reason.

Prosthetic Devices

We will pay covered expenses incurred by the covered person for initial prosthetic devices, including their fitting, which are required in connection with treatment of a covered injury. Prosthetic devices benefit limits are shown in the *Schedule of Benefits*. We will also pay for repair or replacement of prosthetic devices when damaged in a covered accident.

Dental Services

We will pay covered expenses incurred by the covered person for dental treatment for a dental injury, including X-rays, for injury to a tooth:

1. With no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. For which pulpal tissues are healthy and intact; and
3. For which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered expenses include examinations, X-rays, restorative treatment, endodontics, oral surgery, initial braces required for treatment of a covered injury.

If there is more than one way to treat a dental problem, **we** will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Definitions For purposes of this Benefit:

Dental Injury means an injury or damage to the teeth gingival tissue alveoli or dental prosthesis (while in the mouth of the **covered person** or loss of dental prosthesis while in the mouth of the **covered person**) which is caused solely by a force external to the mouth of the **covered person** while the **covered person** is participating in a **covered activity**.

Dental Treatment means replacement of caps, crowns, dentures, orthodontic appliances including braces, fillings, inlays, crozat appliances, endodontics, oral surgery, examinations and x-ray services required as a result of a **dental injury**.

Exclusions

Benefits will not be payable if:

1. The recommended safety equipment for protection against a **dental Injury** was not worn by the **covered person** while participating in any **covered activity** in which the wearing of such safety equipment is reasonably required;
2. The **dental treatment** is necessitated by:
 - a. Sickness, deterioration or disease;
 - b. For cosmetic, preventive, diagnostic or orthodontic purposes; or
 - c. Any reason other than a **dental injury**.

Prescription Drugs

We will pay the **covered expenses incurred** by the **covered person** for drugs that:

1. Can only be obtained through a **physician's** written prescription; and
2. Are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay **covered expenses incurred** for drugs for a **covered injury** that resulted from a **covered accident** that meet 1. above and are prescribed by a **physician** for therapeutic use not specifically approved by the FDA. **We** will not cover prescriptions for non-covered services such as illness or wellness not related to a **covered accident**.

The **covered expense** for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law; no generic drug is available; or the **covered person's physician** specifically requests that a non-generic drug be dispensed to the **covered person**.

Eyeglasses, Contact Lenses, Hearing Aids, Artificial Dental Devices

We will pay **covered expenses incurred** by the **covered person** for eyeglasses, contact lenses, hearing aids or artificial dental devices when purchase and fitting is necessary to treat a **covered injury** and/or repair or replacement, when damaged in a **covered accident** for which the **covered person** has incurred other **covered expenses**. **We** will pay the **covered expenses incurred** for the **Eyeglasses, Contact Lenses, Hearing Aids, Artificial Dental Devices** up to the maximum amount shown in the *schedule of benefits*.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic notice must be given to **us** or **Our** agent within 30 days after a **covered accident** occurs or the loss begins or as soon as reasonably possible, but in no case any longer than 90 days after the date of loss. If written or authorized electronic notice is not given in that time, the claim will not

be invalidated or reduced if it is shown that written or authorized electronic notice was given as soon as was reasonably possible. Notice should include the **policyholder's** name and **policy** number and the **covered person's** name and address.

Claim Forms

We send forms for filing proof of loss when **we** receive the notice of claim. If claim forms are not sent within 15 days after **we** receive notice, the proof requirements will be met by submitting, within the time fixed in this **certificate** for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made. Notice should include the **policyholder's** name and **policy** number and the **covered person's** name and address.

Claimant Cooperation Provision

Failure of a claimant to cooperate with **us** in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss must be given to **us** at **Our** office, within 90 days of the loss for which claim is made. If: (a) Benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 45 days after the termination of each period for which **we** are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that it was not reasonably possible to furnish notice within such time, provided such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than 1 year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity of the claimant.

Time of Payment of Claims

We will pay benefits due under this **certificate** for any loss, other than a loss for which this **certificate** provides any periodic payment, immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid to the **covered person**. Upon receipt of due written proof of death, benefits for loss of life will be paid to the **covered person's** named beneficiary in accordance with the Claim Provisions in effect at the time of payment. All other proceeds payable under this **certificate**, unless otherwise stated, will be payable to the **covered person** or to their estate. If any payee of benefits is a minor or otherwise legally incompetent, **we** will pay benefits to the person designated as the legal guardian or conservator. If there is no named beneficiary or surviving beneficiary, the **covered person's** loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive the covered person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The **covered person's** estate.

If the amount of any benefit payable is determined based on benefits payable under another **health care plan**, **we** have the right to require the **covered person** to provide information about that plan and benefits paid or payable for the same claim before **we** pay benefits. **We** may, at **Our** option, pay any **accident** medical benefits directly to a health care provider that renders services to the **covered person**, unless the

covered person requests in writing when submitting the claim that such payment not be made to the provider.

If **we** are to pay benefits to the estate or to a person who is incapable of giving a valid release, **we** may pay \$1,000 to a relative by blood or marriage whom **we** believe is equitably entitled.

Any payment made by **us** in good faith pursuant to this provision will fully discharge **us** to the extent of such payment and release **us** from all liability for that payment.

Appeals Procedure

Within 60 days after notice of denial of a claim, the **covered person**, or an authorized representative may appeal any denial of benefits under this **certificate** by sending **Us** a written request for review of the denial. **We** will review the information and provide a written response within 30 calendar days of the receipt of the request.

Written request shall be sent to:

Wellfleet Insurance Company
c/o Wellfleet Group, LLC dba Wellfleet Administrators, LLC
PO Box 15369
Springfield, MA 01115-5369

The **covered person** or an authorized representative may also contact **Us** by calling: (877) 657-5039.

Change in Beneficiary: (Applicable only if an Accidental Death or Dismemberment benefit is provided)

The **covered person** can change the beneficiary at any time by giving **us** written notice. The beneficiary's consent is not required for this or any other change which the **covered person** may make unless the designation of beneficiary is irrevocable or otherwise required by law.

Conditional Claim Payment

If the **covered person** incurs expenses for **covered injuries** received in a **covered accident** and it is likely a third party may be liable, **we** will pay benefits if:

1. The **covered person** first agrees in writing to refund the lesser of:
 - a. The amount **we** actually paid for such expenses; and
 - b. The amount actually received from the third party regardless of whether the amount is for such expenses; and
2. The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, if the third party's liability is satisfied in an amount less than the benefits paid under this **certificate**, **we** will pay the difference.

Physical Examination and Autopsy

We, at **Our** own expense, have the right and opportunity to examine the **covered person** when and as often as **we** may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not forbidden by law.

Legal Actions

No action at law or in equity will be brought to recover benefits under this **certificate** less than 60 days after written proof of loss has been furnished as required by this **certificate**. No such action will be brought more than 3 years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, **we** have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this **certificate**.

If there is an overpayment due when the **covered person** dies, **we** may recover the overpayment from the **covered person's** estate.

ADMINISTRATIVE PROVISIONS

Financial Sanctions Exclusion

If coverage provided by this **certificate** violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For Example, **we** cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

Reinstatement

This **certificate** may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the **policyholder** and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

GENERAL PROVISIONS

Certificates

The **company** will provide a **certificate** of insurance for delivery to the **covered person**. Each **certificate** will set forth a statement as to the insurance coverage to which the **covered person** is entitled, and to whom the insurance benefits are payable.

Clerical Error

A person's coverage validly in force will not be affected, nor will a person's coverage validly terminated be continued, due to error or delay in keeping records pertaining to insurance under this **certificate**. If such error or delay is found, **we** will adjust the premium fairly.

Conformity with Statutes

Any provision in this **certificate** that is in conflict with the requirements of any state or federal law that apply to this **certificate** are automatically changed to conform to the minimum requirements of such laws.

Entire Contract; Changes

The **policy**, this **certificate**, including the application, endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this **certificate** will be valid until approved by one of **Our** executive officers and endorsed on or attached to this **certificate**. No agent has authority to change this **certificate** or to waive any of its provisions.

Incontestability

The validity of this **certificate** will not be contested after it has been in force for 2 years from the **policy** Effective Date, except for non-payment of premium or fraud. **We** reserve the right to contest coverage at

any time based upon the **covered person's** ineligibility for coverage under this **certificate** or upon other provisions of the **certificate**.

Misstatement of Material Fact

If the **policyholder** has misstated any material fact, all amounts payable under this **certificate** will be such as the premium paid would have purchased had such fact been correctly stated.

Noncompliance with Certificate Requirements

Any express or implied waiver by the **company** of any requirements of this **certificate** is not a continuing waiver of such requirements. Any failure by the **company** to enforce any **certificate** provision will not be a waiver or amendment of that provision.

Non-Participating:

This **certificate** is non-participating. It does not share in the **company's** profits or surplus earnings.

Certificate Changes

No change in this **certificate** will be valid until approved by one of the **company's** executive officers and endorsed on or attached to this **certificate**. The **company** may agree with the **policyholder** to modify a plan of benefits without the **covered person's** consent.

Workers' Compensation Insurance

This **certificate** is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

HIPAA Notice of Privacy

Practices of

WELLFLEET INSURANCE COMPANY

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION

PLEASE REVIEW IT CAREFULLY

Effective: June 01, 2017

This Notice of Privacy Practices (“ Notice”) applies to Wellfleet Insurance Company’s (“ we”, “us” or “ our”) insured health benefits plan. We are required to provide you with this Notice.

Personal Information is information that identifies you as an individual, such as your name and Social Security Number, as well as financial, health and other information about you that is nonpublic, and that we obtain so we can provide you with insurance coverage.

Protected Health Information (your “Health Information”) is information that identifies you as related to your physical or mental health, your health care, or payment for your healthcare.

Our Responsibilities

We are required by law to maintain the privacy of the Health Information we hold and to provide you with this Notice and to follow the duties and privacy practices described in this Notice. We are required to abide by the terms of this Notice currently in effect.

We utilize administrative, technical, and physical safeguards to protect your information against unauthorized access and against threats and hazards to its security and integrity. We comply with all applicable state and federal rules pertaining to the security and confidentiality of your information.

We will promptly inform you if a breach has occurred that may have compromised the privacy or security of your Health Information.

Overview of this Notice

This Notice describes how certain information about you may be used and disclosed and how you can get access to this information. This Notice addresses three primary areas:

- An overview of Your Health Information. This section addresses how we collect your information, how we use it to run our business, and the reasons we share it.
- Your Rights. This section gives an overview of the rights you have with respect to your information we have in our records.
- How to Contact Us. In case you have any questions, requests, or even if you feel you need to make a complaint, we want to make sure you are in contact with the right person.

YOUR HEALTH INFORMATION

How We Acquire Your Information

In order to provide you with insurance coverage, we need Personal Information about you. Some of this information is collected from the school during the enrollment period. Other information comes to us from your health care provider, other insurers, third party administrators (TPAs), and your school's health center. This information is necessary to properly administer your health plan benefits.

How We use Your Health Information

Below are some examples of how we use and disclose your Health Information. Broadly, we will use and disclose your Health Information for Treatment, Payment and Health Care Operations.

Treatment refers to the health care treatment you receive. We do not provide treatment, but we may disclose certain information to doctors, dentists, pharmacies, hospitals, and other health care providers who will take care of you. For example, a doctor may send us information about your diagnosis and treatment so we can develop a health care plan and arrange additional services.

Payment refers to activities involving the collection of premiums, payment of claims, and determining covered services. For example, we may review your Health Information to determine if a particular treatment is medically necessary and what that payment for the services should be.

Health Care Operations refers to the business functions necessary for us to operate, such as audits, complaints responses and quality assurance activities. For example, we would use your Health Information (but not genetic information) for underwriting and calculating rates, or we may use your Health Information to detect and investigate fraud.

Additionally:

- We may **confirm enrollment** in this health plan with your school or to your school's consultant or your school's business partner.
- If you are a **dependent** of someone on the plan, we may disclose certain information to the plan's subscriber, such as an explanation of benefits for a service you may have received.
- Your school's health center may require enrollment information, payment information, or may require your Health Information to coordinate on-campus services you may need.

We may disclose your information when instructed to do so, including:

- **Health oversight activities** may require that we disclose your information to governmental, licensing, auditing and accrediting agencies;
- **Legal proceedings** may require disclosure of your Health Information in response to a court order or administrative order, or in response to a subpoena, discovery request, warrant, summons, or other valid process;
- **Law enforcement activities** might require disclosure of certain Health Information to local, state or federal law enforcement, so long as the release is authorized or required by law;
- **As required by law** or to avert a serious threat to safety or health; and,
- To **certain government agencies**, such as the Department of health and Human Services or the Office of Civil Rights if they are conducting an investigation or audit.

Authorizations

Occasionally we may receive a request to share your information in a manner outside of how we normally use your Health Information, as described above. In those cases, we will ask you for your authorization before we share your Health Information.

YOUR RIGHTS

You have the **right to request restrictions** on certain uses and disclosures of your Health Information, including the uses and disclosures listed in this Notice and disclosures permitted by law. You also have the **right to request that we communicate with you in certain ways**.

- We will accommodate reasonable requests;
- We are not required to agree to a request to restrict a disclosure unless you have paid for the cost of the health care item or service in full (i.e., the entire sum for the procedure performed) and disclosure is not otherwise required by law; and,
- If you are a minor, depending on the state you reside in, you may have the right in certain circumstances to block parental access to your Health Information. For example, a minor would have the rights of an adult with respect to diagnosis and care of conditions such as STDs, drug dependency, and pregnancy.

You have the **right to inspect and copy your Health Information** in our records. Please note that there are exceptions to this, such as:

- Psychotherapy notes;
- Information compiled in reasonable anticipation, or for use in, a civil, criminal or administrative action or proceeding;
- Health Information that is subject to a law prohibiting access to that information; or,
- If the Health Information was obtained from someone other than us under a promise of confidentiality and the access request would be reasonably likely to reveal the source of the information.

We may deny your request to inspect and copy your Health Information if:

- A licensed health care professional has determined your requested access is reasonably likely to endanger your life or physical safety of another;
- The Health Information makes reference to another person and a licensed health care professional has determined that access requested is reasonably likely to cause substantial harm to another; or,
- A licensed health care professional has determined that access requested by your personal representative is likely to cause substantial harm to you or another person.

You have the **right to request an amendment** to your Health Information if you believe the information we have on file is incomplete or inaccurate. Your request must be in writing and must include the reason for the request. If we deny your request, you may file a written statement of disagreement.

You have the right to know who we have provided your information to - - this is known as an **accounting of disclosures**. A request for an accounting of disclosures must be submitted in writing to the address below. The accounting will not include disclosures made for treatment, payment, health care operations, for law enforcement purposes, or as otherwise permitted or required by law. If you request an accounting of disclosures more than once in a twelve (12) month period we may charge a reasonable fee to process, compile and deliver the information to you this second time.

You have a **right to receive a paper copy of this Notice**. Simply call the customer service line indicated on your ID card and request a paper copy be mailed to you. You may also submit a written request to us at the address below.

You will receive a notice of a breach of your Health Information. You have the **right to be notified of a breach** of unsecure Health Information.

Finally, you have the **right to file a complaint** if you feel your privacy rights were violated. You may also file a complaint with the Secretary of Health and Human Services.

CONTACT

For all inquiries, requests and complaints, please contact:

Privacy and Security Officer
Wellfleet Insurance Company
c/o Wellfleet Group, LLC
PO Box 15369
Springfield, MA 01115-
5369

In California
c/o Wellfleet Group, LLC dba Wellfleet
Administrators, LLC
PO Box 15369
Springfield, MA 01115-5369

This Notice is Subject to Change

We may change the terms of this notice and our privacy policies at any time. If we do, the new terms and policies will be effective for all of your Health Information we maintain, as well as any information we may receive or maintain in the future.

Please note that we do not destroy your Health Information when you terminate your coverage with us. It may be necessary to use and disclose this information for the purposes described above even after our coverage terminates, although policies and procedures will remain in place to protect against inappropriate use and disclosure.

Gramm-Leach-Bliley (“GLB”) Privacy Notice

We understand your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of *nonpublic personal information* (“NPI”). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

COLLECTING YOUR INFORMATION

We collect NPI about our customers to provide them with insurance products and services. This may include your name, Social Security number, telephone number, address, date of birth, gender, work/school enrollment history, and health history. We may receive NPI from your completing the following forms:

- Claims forms
- Enrollment forms
- Beneficiary designation/Assignment forms
- Any other forms necessary to effectuate coverage, administer coverage, or administer and pay your claims

We also collect information from others that is necessary for us to properly process a claim, underwrite coverage, or to otherwise complete a transaction requested by a customer, policyholder or contract holder.

SHARING YOUR INFORMATION

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization such as a policyholder’s or contract holder’s broker, a third-party administrator, reinsurer, employer, school, or plan sponsor. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

We do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

HEALTH INFORMATION

We will not share any of your protected health information (“PHI”) unless allowed by law, and/or you have provided us with the appropriate authorization. Additional information on how we protect your PHI can be found in the Notice of Privacy Practices.

SAFEGUARDING YOUR INFORMATION

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees or authorized individuals who need to know the NPI to provide insurance products or services to you. Our employees are continually trained on how to keep information safe.

ACCESSING YOUR INFORMATION

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our processing costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

CORRECTING YOUR INFORMATION

If you believe the NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two (2) years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two (2) years.

CONTACTING US

If there are any questions concerning this notice, please feel free to write us at:

Privacy and Security Officer
Wellfleet Insurance Company
c/o Wellfleet Group, LLC
PO Box 15369
Springfield, MA 01115-5369

In California
c/o Wellfleet Group, LLC
dba Wellfleet Administrators, LLC
PO Box 15369
Springfield, MA 01115-5369

NOTICE OF NON-DISCRIMINATION AND ACCESSIBILITY REQUIREMENTS

The Company complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Company does not exclude people or treat them worse because of their race, color, national origin, age, disability, or sex.

The Company provides free aids and services to people with disabilities to communicate effectively with us, such as:

1. Qualified sign language interpreters
2. Written information in other formats (large print, audio, accessible electronic formats, other formats)

Provides free language services to people whose first language is not English when needed to communicate effectively with us, such as:

1. Interpreters
2. information translated into other languages

If you need these services, contact Betsy M. Stevens and John Kelley Civil Rights Coordinators.

If you believe that Wellfleet Insurance Company has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Betsy M. Stevens and John Kelley Civil Rights Coordinators,
PO Box 15369
Springfield, MA 01115-5369 2077 (413)-733-4540; (413)-733-4612
Bstevens@wellfleetinsurance.com, or Jkelley@wellfleetinsurance.com.

You can file a grievance in person, by mail, fax, or email. If you need help filing a grievance Betsy M. Stevens and John Kelley of Civil Rights Coordinators are available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW., Room 509F, HHH Building
Washington, DC 20201
800-8681019; 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

The Company complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

ADVISORY NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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 Policyholder Notice provides information concerning possible impact on your insurance coverage due to the directives issued by OFAC and possibly by the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC of the U.S. Department of Treasury administers and enforces economic and trade sanctions policy 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 found on the U.S. Department of Treasury's website (www.treas.gov/ofac)

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or another insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is identified by OFAC as a *Specially Designated National* or *Blocked Person*, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call (877) 657-5030.

ATENCIÓN: Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al (877) 657-5030.

請注意：如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請致電：(877) 657-5030.

XIN LƯU Ý: Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi (877) 657-5030.

알림: 한국어(**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. (877) 657-5030번으로 전화하십시오.

PAUNAWA: Kung nagsasalita ka ng **Tagalog (Tagalog)**, may makukuha kang mga libreng serbisyo ng tulong sa wika. Mangyaring tumawag sa (877) 657-5030.

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по номеру (877) 657-5030.

تنبيه: إذا كنت تحدثت **بالتعريب (Arabic)**، نإفادت امدخ قد عاسملا تيؤغللا تيناكملما تاحتم كل. عاجرلا لاصتلاا ب (877) 657-5030.

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nan (877) 657-5030.

ATTENTION : Si vous parlez **français (French)**, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le (877) 657-5030.

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod numer (877) 657-5030.

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue para (877) 657-5030.

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Si prega di chiamare il numero (877) 657-5030.

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufen Sie (877) 657-5030 an.

注意事項：日本語(**Japanese**)を話される場合、無料の言語支援サービスをご利用いただけます。(877) 657-5030にお電話ください。

ی سارف امشد نابز رگا :متوج (**Farsi**) دباشد می امشد ارتیاخ در نایگار طور بی نابز دادما تامدخ ،تاس. (877) 657-5030 تماس بگیریید.

कृपा ध्या दः यद आप हंद (Hindi) भाषी ह तो आपके लए भाषा सहायता सेवाएं नः शुल् उपलब् ह । कृपा पर काल कर (877) 657-5030

CEEB TOOM: Yog koj hais Lus **Hmoob (Hmong)**, muaj kev pab txhais lus pub dawb rau koj. Thov hu rau (877) 657-5030.

ប្រយ័ត្ន: ប្រសិនបើអ្នកនិយាយភាសាខ្មែរ (Khmer) សេវាកម្មភាសាជំនួយឥតគិតថ្លៃមានសម្រាប់អ្នក។ សូមទូរស័ព្ទមកលេខ (877) 657-5030 ។

PAKDAAR: Nu saritaem ti **Ilocano (Ilocano)**, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti (877) 657-5030.

DÍÍ BAA'ÁKONÍNÍZIN: **Diné (Navajo)** bizaad bee yániit'i'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shoodí kohjì' (877) 657-5030 hodíilnih.

OGOW: Haddii aad ku hadasho **Soomaali (Somali)**, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac (877) 657-5030

ગુજરાતી (Gujarati) યુ ના: જો તમે જરાતી બોલતા હો, તો િનઃલુ ભાષા સહાય સેવાઓ તમારા માટ ઉપલબ્ધ છે. ફોન કરો (877) 657-5030

λληνικά (Greek)ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε (877) 657-5030

Українська (Ukrainian) УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером (877) 657-5030

አማርኛ (Amharic) ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል፡ ወደ ሚከተለው ቁጥር ይደው (877) 657-5030

ਪੰਜਾਬੀ (Punjabi) ਧਿਆਨ ਿਦਓ: ਜੇ ਤੁਸ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤ ਭਾਸ਼ਾ ਿਵੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ (877) 657-5030

ພາສາລາວ (Lao) ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ (877) 657-5030

NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

Persons Covered

COVERAGE

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payee or assignees, whether or not they live in California.

Amounts of Coverage

The basic coverage protections provided by the Association are as follows.

Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

Life Insurance

- 80% of death benefits but not to exceed \$300,000
- 80% of cash surrender or withdrawal values but not to exceed \$100,000

Annuities and Structured Settlement Annuities

- 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract

- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance Guarantee Association	California Department of Insurance Consumer Communications Bureau
P.O Box 16860, Beverly Hills, CA 90209-3319	300 South Spring Street Los Angeles, CA 90013
(323) 782-0182	(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

POLICY NUMBER: 5075-3599-01

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Named Insured and Mailing Address: California State University DBA CSU Registered Student Organizations 401 Golden Shore Long Beach, CA 90802		Producer: Care Providers Insurance Services LLC dba NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428
Policy Period From: 8/1/2020	To: 8/1/2021	at 12:01 AM. Standard Time at your mailing address shown above
Previous Policy Number: 5075-3599-00		

THIS COVERAGE FORM AND/OR ENDORSEMENT(S) ATTACHED TO THE POLICY MAY PROVIDE COVERAGE ON CLAIMS-MADE BASIS CONTAINING DEFENSE EXPENSES WITHIN THE LIMIT OF LIABILITY PROVISIONS. PLEASE READ THE ENTIRE COVERAGE FORM AND ENDORSEMENT(S) CAREFULLY.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES	\$300,000	
RENTED TO YOU LIMIT		Any one premises
MEDICAL EXPENSE LIMIT	Excluded	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		\$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$1,000,000

RETROACTIVE DATE (CG 00 02 ONLY)
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: <u>None</u> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LIMITED LIABILITY COMPANY </div> <div> <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) </div> <div> <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST </div> </div>
BUSINESS DESCRIPTION: <u>Athletic Programs</u>

ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	9001 Stockdale Hwy,, Bakersfield, CA 93311
2	1 University Dr,, Camarillo, CA 93012
3	1st and Normas Street, Chico, CA 95929
4	1000 E Victoria St, Carson, CA 90747
5	401 Golden Shore,, Long Beach, CA 90802
6	5150 North Maple Ave,, Fresno, CA 93740
7	800 North State College Blvd,, Fullerton, CA 92834
8	1 Happer St,, Arcata, CA 95521
9	1250 Bellflower Blvd,, Long Beach, CA 90840
10	5151 State University Dr,, Los Angeles, CA 90032
11	200 Maritime Academy Dr,, Vallejo, CA 94590
12	100 Campus Center Dr,, Seaside, CA 93955
13	18111 Nordhoff St,, Northridge, CA 91330
14	3801 West Temple Ave,, Pomona, CA 91768
15	6000 J St,, Sacramento, CA 95819
16	5500 University Parkway,, San Bernardino, CA 92407

17	5500 Campanile Dr., San Diego, CA 92182
18	1600 Holloway Ave., San Francisco, CA 94132
19	1 Washington Square., San Jose, CA 95192
20	San Luis Obispo., San Luis Obispo, CA 93407
21	333 S. Twin Oaks Valley Rd., San Marcos, CA 92096
22	1801 East Cotati Ave., Rohnert Park, CA 94928
23	801 West Monte Vista Ave., Turlock, CA 95382

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
2	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
3	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
4	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
5	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
6	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
7	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
8	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
9	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
10	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
11	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
12	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
13	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
14	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
15	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
16	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
17	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
18	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
19	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
20	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
21	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
22	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
23	Athletic Programs- amateur -Not-For- Profit only	40067	Members	Included	Included	Included	Included

STATE TAX OR OTHER (if applicable) \$ _____	
TOTAL PREMIUM (SUBJECT TO AUDIT) \$17,423 _____	
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION \$17,423 _____ AT EACH ANNIVERSARY \$ _____ (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY

FORMS AND ENDORSEMENTS

FORMS(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

SEE **SCHEDULE OF FORMS AND ENDORSEMENTS**

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENT(S), AND SUPPLEMENTAL DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless the Policy Declarations is countersigned by a duly authorized representative of the Insurer.



President



Secretary



AUTHORIZED REPRESENTATIVE



Vantapro Specialty Insurance Company
199 Water Street, 24th Floor
New York, NY 10038
(646) 794-0500

POLICY NUMBER: 5075-3599-01

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured and Mailing Address: California State University DBA CSU Registered Student Organizations 401 Golden Shore Long Beach, CA 90802	Producer: NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428	
Policy Period From: 8/1/2020	To: 8/1/2021	at 12:01 AM. Standard Time at your mailing address shown above

FORM/ENDORSEMENT NUMBER	NAME
VP IL 00001 00 10 17	COMMON POLICY DECLARATIONS - VANTAPRO
VP IL 00002 00 10 17	SCHEDULE OF FORMS AND ENDORSEMENTS - VANTAPRO
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
VP IL 00004 00 10 17	ECONOMIC SANCTIONS ENDORSEMENT
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 02 70 09 12	CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL
VP CP 00015 00 10 17	MARGIN CLAUSE
VP GL 00001 00 10 17	COMMERCIAL GENERAL LIABILITY DECLARATIONS -
VP GL 00011 00 10 17	CROSS SUITS EXCLUSION
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
NM GL 00001 00 11 17	COMMERCIAL GENERAL LIABILITY BROADENED COVERAGE
CG 21 06 05 14	ACCESS OR DISCLOSURE OF INFORMATION
CG 21 47 12 07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 58 11 85	EXCLUSION – DESCRIBED HAZARDS (CARNIVALS, CIRCUSES)
GL 00008 00 04 09	ADDITIONAL INSURED – BY WRITTEN CONTRACT
GL 00014 00 08 16	ASBESTOS EXCLUSION
GL 00016 00 06 09	EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)
GL 00018 00 08 16	LEAD EXCLUSION
GL 00032 00 08 16	RADIOACTIVE MATTER EXCLUSION
GL 000498 00 (08/16)	ANTI-STACKING LIMITATION (NAMED INSURED)
NM GL 00007 00 11 17	ANIMAL(S) EXCLUSION
NM GL 00004 00 11 17	ADMINISTRATION OF DRUGS, STEROIDS OR PE EXCLUSION
NM GL 00011 00 11 17	FIREWORKS, EXPLOSIVES, PYROTECHNIC DEVICES OR
NM GL 00015 00 11 17	SELECTED ACTIVITIES EXCLUSION
NM GL 00016 00 11 17	AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION
NM GL 00018 00 11 17	SPORTS TRAINER EXCLUSION
NM GL 00021 00 11 17	WAIVER AND RELEASE CONDITION
VP GL 00019 00 10 17	ASSAULT AND/OR BATTERY EXCLUSION
CG 21 35 10 01	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR

NM GL 00008 00 11 17	ATTENDANCE LIMITATION EXCLSION ENDORSEMENT
NM GL 00009 00 11 17	CHILD CARE EXCLUSION
VP GL 00015 00 10 17	NEURODEGENERATIVE INJURY EXCLUSION
VP GL 00020 00 10 17	ATHLETIC AND SPORTS PARTICIPANT EXCLUSION
CG 21 53 01 96	EXCLUSION - DESIGNATED ONGOING OPERATIONS
CG 21 32 (05 09)	COMMUNICABLE DISEASE EXCLUSION

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

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

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN 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

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARGIN CLAUSE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The premium for this Policy is based upon the statement of values provided. In the event of loss under the Policy, our liability shall be limited to the least of the following:

- A.** The amount of loss less applicable deductible(s).
- B.** 110% of the total stated value for each location or item of property insured including, without limitation, building, contents, machinery and equipment, stock, and any other coverages provided at such location, as shown on the latest statement of values or other documentation on file with the Insurer(s).
- C.** Any other Limit of Liability or Sublimit or Insurance or Amount of Insurance specifically used in this Policy that applies to any insured loss or coverage or location.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

The following exclusion is added to the Commercial General Liability Coverage Form, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, and Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

The following exclusion is added to the Products/Completed Operations Liability Coverage Form under Paragraph 2., **Exclusions** of **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

Cross Suits

Any liability to an insured that is caused, in whole or in part, by any other insured.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

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

f. Pollution

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

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

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

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

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

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

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

(i) Any insured; or

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

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

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

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

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:
 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:

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

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

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

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

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

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

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

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

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

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

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

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

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

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

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

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

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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

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

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

9. "Insured contract" means:

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

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

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. "Products-completed operations hazard":

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

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

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

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

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED COVERAGE ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Subparagraph 2.g.(2) of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I — COVERAGES) is deleted and replaced with the following:**

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

- B. Subparagraphs 2.b. and 2.c. of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I — COVERAGES) are deleted and replaced with the following:**

- b. "Personal and Advertising Injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. "Personal and Advertising Injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, whose first publication took place before the beginning of the policy period;

- C. Subparagraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B (SECTION I — COVERAGES) are deleted and replaced with the following:**

- b. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- D. Subparagraph 3.a. of SECTION II - WHO IS AN INSURED is deleted and replaced with the following:**

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, which ever is earlier;

- E. Subparagraphs 2.e. and 2.f are added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. Knowledge of the "occurrence", offense, claim or "suit" by the agent, servant, or "employee" of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the "occurrence", offense, claim or "suit".

- f. Failure by the agent, servant or "employee" of an insured (other than an officer, manager or partner) to notify us of an "occurrence" shall not constitute a failure to comply with subparagraphs **2.a.** and **2.b.** of this Section.

F. Paragraphs **10.** is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** as follows:

10. Waiver of Right of Recovery

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the "occurrence".

G. Paragraphs **3.** and **14.** of **SECTION V — DEFINITIONS** are deleted in their entirety and replaced with the following:

3. "Bodily Injury" mean bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.

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 or abuse of process;
- 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 on or on behalf of its owner, landlord or lessor;
- d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;;
- e. The use of another's advertising idea in your "advertisement"; or
- f. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

I. The word **fire** is replaced with the phrase **fire or explosion** where it appears in:

- a. Subparagraph **2.j.** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I — COVERAGES)**;
- b. Paragraph **2.** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I —COVERAGES)**;
- c. Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE.**;
- d. Subparagraph **4.b.(1)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.I.**

H. The following is added to **SECTION III — LIMITS OF INSURANCE**:

The Limit of Insurance applicable to Damage to Premises Rented to You is \$300,000 unless a higher limit is specified on the Declarations.

All other terms, conditions and exclusions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

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.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

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

- (a)** Request, demand, 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA 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:**

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.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST 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:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. 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, "silica" or "silica-related dust", 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:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - 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, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DESCRIBED HAZARDS
(CARNIVALS, CIRCUSES AND FAIRS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

With respect to the operations of any carnival, circus, or fair, this insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of any mechanically operated amusement device; or
2. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

The following exclusion is added to the Commercial General Liability Coverage Form, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, and Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

The following exclusion is added to the Products/Completed Operations Liability Coverage Form under Paragraph 2., **Exclusions** of **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

Radioactive Matter

Any liability arising out of radioactive matter or any form of radiation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING LIMITATION (NAMED INSURED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS and/or **SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS** is amended to include the following additional condition:

Anti-Stacking

If this policy and any other insurance issued to the Named Insured by one or more of our member companies apply to the same claim, "suit", accident or loss, the maximum limit of insurance under all insurance available will not exceed the highest applicable limit of insurance available under any one policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL(S) EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property is amended to include the following:

Any animal(s) in the care, custody, or control of the insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADMINISTRATION OF DRUGS, STEROIDS, OR PERFORMANCE ENHANCERS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions is amended to include the following:

This insurance does not apply to "bodily injury, "property damage", or "personal and advertising injury" arising out of "use or administration" of any drug, steroid, or performance enhancing substance on the World Anti-Doping Agency Prohibited List by any team member with or without any insured's knowledge of such activity.

"Use or administration" shall mean the ingestion, injection, or any other method of administering or taking such drugs, steroids, or performance enhancing substances, whether or not at the recommendation of a team owner, coach, physician, trainer, or nutritionist.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS, EXPOSIVES, PYROTECHNIC DEVICES, OR INCENDIARY DEVICE EXCLUSION (LIMITED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions AND COVERAGE B – PERSONAL AND ADVERTISING INJURY, 2. Exclusions is amended to include the following:

This insurance does not apply to "bodily injury", "property damage" and "personal advertising injury" caused by, arising out of, or resulting directly or indirectly, in whole or in part from fireworks, explosives, pyrotechnic devices, or any incendiary device.

However, this exclusion does not apply to "flashboxes".

Solely with respect to the coverage provided in this endorsement, "flashbox(es)" means a device used to create a visual effect along with an explosive noise, and is induced electronically in a cylinder with no projectile, wadding, or wrapping.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELECTED ACTIVITIES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions and COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or expenses arising directly or indirectly from any activity selected below:

<input checked="" type="checkbox"/> Hang Gliding	<input checked="" type="checkbox"/> Overnight Clinics/Camps
<input checked="" type="checkbox"/> Parasailing	<input checked="" type="checkbox"/> Ski Jumping
<input checked="" type="checkbox"/> Parachuting	<input checked="" type="checkbox"/> Freestyle Skiing
<input checked="" type="checkbox"/> Tobogganing	<input checked="" type="checkbox"/> Snowmobiling
<input checked="" type="checkbox"/> Luge	<input checked="" type="checkbox"/> Cheerleading Pyramids over 2-1/2 persons high and cheerleading activities using trampolines and springboards
<input checked="" type="checkbox"/> Skateboarding	<input checked="" type="checkbox"/> Saddle Animal Rides
<input checked="" type="checkbox"/> Trampolines Over 46" In Diameter	<input checked="" type="checkbox"/> Petting Zoos
<input checked="" type="checkbox"/> Bungee Jumping	<input checked="" type="checkbox"/> Racing Or Speed Contests Involving Autos
<input checked="" type="checkbox"/> Hot Air Balloon Rides	<input checked="" type="checkbox"/> Racing Or Speed Contests Involving Watercraft
<input checked="" type="checkbox"/> Mechanical Bulls	<input checked="" type="checkbox"/> Racing Or Speed Contests Involving Aircraft
<input checked="" type="checkbox"/> Saddle Animals	<input checked="" type="checkbox"/> Parades – Riding On Floats or Motorized Devices
<input checked="" type="checkbox"/> Velcro Jumps	<input checked="" type="checkbox"/> Pep Rallies

<input checked="" type="checkbox"/> Paintball	<input checked="" type="checkbox"/> Tug of War
<input checked="" type="checkbox"/> Racetrack Risks	<input checked="" type="checkbox"/> Licensed Daycare/Preschool Operations
<input checked="" type="checkbox"/> Boating	<input checked="" type="checkbox"/> Open Water Activities
<input checked="" type="checkbox"/> Motorsports	<input checked="" type="checkbox"/> Repetitive Type Injuries to Horses/Ponies
<input checked="" type="checkbox"/> Rodeo	
<input checked="" type="checkbox"/> Mechanical Rides	
<input checked="" type="checkbox"/> Inflatables	

This exclusion applies when such activities are performed with the knowledge or consent of the insured or any additional insured or concessionaries using any premises owned, operated, or maintained by the insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION AMENDATORY (LIMITED EXCEPTION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, 2. Exclusions,** g. Aircraft, Auto or Watercraft is amended to include the following:

This exclusion does not apply to:

- (6) A watercraft used in, or while in practice for, or while being prepared for, any sanctioned pre-arranged racing or speed contest.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPORTS TRAINER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions AND COVERAGE B – PERSONAL AND ADVERTISING INJURY, 2. Exclusions and COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions are amended to include the following:

This insurance does not apply to any loss, cost, damage, expense, injury, claim or suit, caused by, arising out of, or resulting directly or indirectly, in whole or in part from the rendering of or failure to render professional services by any "sports trainer" or any act, error, omission, malpractice or mistake of a professional nature committed by any "sports trainer".

Solely with respect to the coverage provided by this endorsement, **SECTION V – DEFINITIONS** is amended to include the following:

"Sports trainer" means a trainer employed by the insured or working on the insured's behalf who carries out the practice of prevention or rehabilitation of injuries incurred by athletes.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER AND RELEASE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

Waiver and Release Condition

You must maintain a system to regularly secure signed Waiver and Release Forms from participants who have been granted proper authorization to enter any sanctioned events. For minor participants (under eighteen (18) years of age), you must always maintain a system to secure valid Minor Waiver and Release Forms signed by the parent(s) or legal guardian(s).

When you notify us of an “occurrence” involving a participant, you will also provide us with a valid Waiver and Release Form that has been signed and dated by the participant prior to the time of the “occurrence”.

If the participant is a minor (under eighteen (18) years of age), you will provide us with a valid Minor Waiver and Release Form that has been signed by the parent(s) or legal guardian(s) of the minor participant.

If the provisions of this condition are not met, then no coverage will be provided under this policy for “bodily injury” to an “athletic participant”.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT AND/OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that this policy is amended as follows:

The following exclusion is added to Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** and any **OTHER COVERAGE PARTS** provided under this policy:

This insurance does not apply to any liability, and we have no duty to defend or indemnify any insured regarding a claim or “suit”, arising out of assault and/or battery including, but not limited to, the following:

- (1)** assault and/or battery committed by an insured, an “employee” of an insured, a patron of an insured, or any other person;
- (2)** any act or failure to act to suppress or prevent an assault and/or battery by any person in 1. above; or
- (3)** any negligent:
 - (a)** employment;
 - (b)** investigation;
 - (c)** supervision;
 - (d)** reporting to the proper authorities, or failure to so report;
 - (e)** retention;
 - (f)** hiring;
 - (g)** placement; or
 - (h)** training;

relating to an assault and/or battery.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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:

All Scheduled Locations

(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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

Any and All locations;

Project:

Coverage is limited to premise liability only. Any and All athletic participants and activities are excluded;

(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", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ATTENDANCE LIMITATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Number of Admissions:
10,000

SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
2. Exclusions is amended to include the following:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of any event in which the attendance or capacity of the designated venue for such event exceeds the Number of Admissions shown in the Schedule to this Attendance Limitation Exclusion Endorsement.

However, this exclusion does not apply if the attendance or capacity of the designated venue for such event is otherwise approved by us in writing.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHILD CARE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended to include the following:

“Bodily injury” or “property damage” arising out of the rendering, or failure to render, babysitting, child care services, day care services, or any other activity involving the car or supervision or children.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEURODEGENERATIVE INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
2. Exclusions is amended to include the following:

This insurance does not apply to any liability involving “Neurodegenerative Injury” to a “Participant” arising out of or in any way relating, in whole or in part, directly or indirectly, to the participation in, observance of, practicing for, or monitoring of any athletic or sports game, contest, event, activity, practice, scrimmage or exhibition.

Section **V - DEFINITIONS** is amended to include the following additional definitions:

1. “Neurodegenerative Injury” means any brain injury, degenerative brain disease, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer's disease, Parkinson's disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, anxiety disorder, mood disorder, memory loss, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury, trauma, hits or blows.
2. “Participant” means any person engaged in athletic activities.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ATHLETIC AND SPORTS PARTICIPANT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended to include the following:

This insurance does not apply to “bodily injury” to any person while instructing, supervising, training, practicing, participating in, or while otherwise involved in any sports of athletic activity, contest, or exhibition.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Any and All athletic activities are excluded from this policy;

Specified Location (If Applicable):

Any and all locations;

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

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

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
 - b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the Cancellation Common Policy Condition:**
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- c.** If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e.** If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f.** If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE 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:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

- 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:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

The following exclusion is added to the Commercial General Liability Coverage Form, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, and Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

The following exclusion is added to the Products/Completed Operations Liability Coverage Form under Paragraph 2., **Exclusions** of **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

Asbestos

Any liability arising out of:

- (1) The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;
- (2) Any obligation of the insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- (3) Any obligation to defend any “suit” or claim against the insured that seeks damages if such “suit” or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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**:

This insurance does not apply to:

Employee Retirement Income Security Act (ERISA)

Any liability imposed on an insured by the Employee Retirement Income Security Act (ERISA) of 1974, as now constituted or hereafter amended, or by any similar federal, state or local laws, or by any similar provisions of common law or any other law.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

The following exclusion is added to the Commercial General Liability Coverage Form, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, and Paragraph 2., **Exclusions** of **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

The following exclusion is added to the Products/Completed Operations Liability Coverage Form under Paragraph 2., **Exclusions** of **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

Lead

Any “bodily injury”, “property damage”, “personal and advertising injury” or any other liability, loss, injury, damage, cost or expense arising out of lead or the lead content.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization with whom you have agreed to add as an additional insured by written contract but only with respect to liability arising out of your operations or premises owned by or rented to you.

NSM SPORTS AND WELLNESS PROGRAM

ATHENS CLAIM REPORTING PROCEDURES

FOR ALL NEW REPORTS STARTING SEPTEMBER 1, 2018

All claims regardless of severity or location should be reported. The Athens Administrators Claims Intake Center is ready to accept new losses and provide multiple ways for you to submit new loss reports:

E-mail: SWclaims@AthensAdmin.com

FAX: (916) 384-0965

Telephone: 1-888-607-6642

Mail: Athens Insurance Services, Inc.
P.O. Box 4111
Concord, CA 94524

Notices that do not require action ("incident reports") should be clearly marked **"REPORT ONLY"**.

The Athens Claims Intake Center will review all claims notices upon receipt and assign to the handling claims office. A claim acknowledgement will then be transmitted to the designated individual advising of the Athens claim number and adjuster assigned to the claim.

*If after hours-emergency claims service is required, please advise the call center agent who will advise Athens to dispatch an on-site adjuster.

