

POLICY INFORMATION

THIS IS NOT A BILL.

YOUR POLICY IS DIRECTLY BILLED. IF THIS IS A POLICY CHANGE, THE ADDITIONAL OR RETURN PREMIUM WILL BE SHOWN ON FUTURE INSTALLMENT BILLINGS. IF ALL INSTALLMENTS HAVE BEEN BILLED, THE PREMIUM CHANGE WILL BE BILLED OR CREDITED PROMPTLY. A BILL WILL BE SENT TO:

Insured

Company: The Charter Oak Fire Insurance Co

I Town of Raymond
N
S
U
R 401 Webbs Mills Road
E
D Raymond ME 04071

Policy Inception/Effective Date: 07/01/16

Policy Number:

ZLP-14S11558-16-PC

Agency Number: 1800271

Transaction Type:

Renewal of Policy

Transaction Number: 001

Processing Date: 07/18/16 12:26

A CROSS INSURANCE
G P.O. BOX 1383
E
N
T WINDHAM ME 04062

Policy Number	Description	Amount	Surtax/ Surcharge
14S11558	General Liability/Professional Liability	\$12,940.00	

The premium shown does not include a premium payment plan service charge. If you selected a premium payment plan your payment schedule/bill will show this charge.

This policy is on a Four Pay payment plan.
A payment schedule/bill will follow shortly.

INSURED COPY

INSURED COPY



Thank you for choosing Travelers for your EPL insurance needs. You now have access to the Travelers approved vendor services:

- 1) Free EPL Hotline 1-866-EPL-TRAV (1-866-375-8728) provided by the national employment law firm of Jackson Lewis;
- 2) Free Risk Management PLUS+ Online® 1-888-712-7667; and
- 3) LocalGovU 1-866-845-8887 for convenient and affordable training at discounted fees for your public entity employees.

CALL THE FREE EPL HOTLINE

Receive free general guidance from an attorney who specializes in employment law – an attorney from the national employment law firm of Jackson Lewis. To use the hotline, call: 1-866-EPL-TRAV (1-866-375-8728)

To reduce the risk of employment lawsuits, Travelers Public Sector Services has developed a valuable and cost-free risk management program. Travelers Public Sector Services is providing a call-in "hotline" to permit companies it insures to ask questions about workplace concerns. To contact the hotline, call 1-866-EPL-TRAV (1-866-375-8728). We have developed this program in conjunction with Jackson Lewis LLP, a national law firm with 46 offices and 650 attorneys across the United States. For over 50 years, Jackson Lewis has assisted employers in developing preventive programs and by defending workplace law claims when they arise. Jackson Lewis represents employers in all aspects of workplace law, including employment litigation, disability and leave management, reductions in force, affirmative action, benefits, immigration, wage-hour, trade secrets and restrictive covenants, drug testing and labor relations. The firm maintains a website providing comprehensive information about these and other workplace law topics. To access that website, go to www.jacksonlewis.com.

FREQUENTLY ASKED QUESTIONS

1. When I use the hotline, how should I identify myself?

To verify that callers are insured by Travelers, a caller must provide his or her name, the name of the organization insured by Travelers, the policy number, as well as the caller's e-mail address, mailing address and telephone number. After obtaining this information, a representative of Jackson Lewis will ask you to succinctly state your question and to provide a brief description of the facts which relate to your question.

2. After I call the hotline, when can I expect to receive a response?

Callers often will receive a response the same day, but almost always within 24 hours of placing a call. While there may be slight delays due to a particular attorney's trial or travel schedule or other commitments, Jackson Lewis' long-standing policy is to return calls on the day they are received or within 24 hours of receipt of that call. This policy will also apply to hotline calls.

3. If there is any problem or delay in receiving a hotline call, what should I do?

A senior Jackson Lewis partner, Paul J. Siegel, oversees management of the hotline. You can contact Mr. Siegel if you have any questions about the hotline or concerns about how a question you presented has been addressed. You can reach Mr. Siegel at 631-247-4605 or at siegel.p@jacksonlewis.com. Mr. Siegel has been an employment attorney for over 30 years and has been a partner at Jackson Lewis for more than 25 years. He is an experienced employment attorney and has managed hotlines and other risk management programs for many years.

4. What types of questions are appropriately presented through the hotline and what types are not?

The hotline provides for general overviews and is *not* intended to provide a determinative answer as to whether any specific adverse personnel action should be taken. Before a decision is made as to whether to discharge an employee, deny reinstatement after a leave of absence, take any action after receiving a complaint of harassment or taking any other adverse personnel action, your company should consult with experienced employment counsel. To provide advice as to what to do in a particular instance, retained counsel would require detailed information about your company including what the company has done when similarly situated workers engaged in comparable acts of alleged misconduct; a review of that individual's personnel file (and perhaps the file of the "victim"); interviews of potential witnesses; interviews of supervisors and others with knowledge of the facts underlying the contemplated adverse personnel action; review of applicable personnel policies and procedures; analysis of demographic

information; an understanding of your Company's long term and short term operational and employment strategies; and numerous other facts. The hotline is not designed for such an in-depth analysis.

In contrast, the hotline does provide an excellent opportunity to obtain general information about a broad range of more generic topics. For example, while the hotline cannot be used to determine whether it would be discriminatory for a particular individual to be denied a promotion, you can ask about the factors to consider when evaluating possible claims relating to denial of promotion. Similarly, while the hotline cannot be used to determine whether a particular individual must be reinstated after a medical or family and medical leave, it can be used to provide information about when the law requires that a Family and Medical Leave Act (FMLA) covered leave be granted and factors to consider when evaluating reinstatement. Simply stated, the hotline is for a general legal overview, not "can I fire this guy?" or similar adverse actions.

5. Can the hotline be used to inquire about sexual harassment and other forms of harassment?

Yes. Hotline questions can address such issues as what the Equal Employment Opportunity Commission (EEOC) and courts generally consider to be harassment. Also, you can inquire about appropriate steps to take when investigating reports of harassment, including suggestions for witness interviews; documentation of a complaint and witness interviews; development of a sexual harassment policy; and other preventive actions. The hotline is not the appropriate vehicle for determining what to do after the investigation is conducted. Consideration of adverse personnel actions should be addressed directly with retained legal counsel.

6. Can the hotline be used to discuss what the company believes are acts of insubordination and refusal to comply with a supervisor's instructions?

Yes. An overview of your company's rights can be obtained with respect to the types of actions *it should consider* when an individual fails or refuses to perform his or her job duties or to maintain acceptable attendance. However, as noted above, the hotline is not appropriate for use in determining whether an individual can be discharged because he or she did not perform a specific task. That analysis requires far more information and involvement by counsel than the hotline is intended to provide.

7. How long can I speak to the attorney during a hotline call?

Most hotline calls last about 10 to 15 minutes. If a call requires more time, additional time will be allotted. While you can call as often as you wish, the hotline is not a substitute for a relationship with counsel *and cannot be used to address intended adverse personnel actions*. Only your counsel will have access to personnel policies, personnel files, past practice information and similar information needed to make recommendations about what should be done in any particular situation. The hotline is an excellent place to initiate a risk management decision or program. It is not intended to replace the relationship your company should develop with experienced employment counsel.

8. Can wage hour issues be discussed during a hotline call?

The hotline provides a limited opportunity to inquire about when wages must be paid under state law, what sort of records should be maintained, and the like. The hotline is not intended, however, to provide a determination as to whether your company is complying with wage hour laws or the manner in which any particular individual should be paid. Those issues are best answered by your company's employment counsel.

9. Can we ask questions about leaves of absence and when they should be given?

Yes. Determinations of whether the FMLA or state leave laws apply to your company and how they generally should be administered are appropriate subjects to discuss during a hotline call. Similarly, whether employees on leave can be required to use accumulated paid time off (e.g., sick days, vacation days, personal days, etc.) also can be addressed during a hotline call. However, as noted above, whether a particular individual is entitled to leave or reinstatement after a leave is a matter that requires evaluation of an employer's past practices and its own personnel policies.

10. Can we use the hotline to discuss development of policies to preserve the at-will nature of employment?

Yes. Almost all states presume that employment is terminable on an at-will basis unless the employer has adopted personnel policies that limit the right to discharge on an at-will basis. However, whether your company has, intentionally or unintentionally, entered into an employment agreement or other limitation upon the right to discharge on an at-will basis is beyond the scope of the hotline. Limitations on the at-will status of employment may arise from personnel policies, handbook provisions, offer letters or other corporate actions. The firm can provide sample receipt or acknowledgement forms for an employee handbook, which may be used to confirm the at-will status of employment. If you would like a sample document to discuss with your counsel, please send an e-mail to Paul Siegel, the Hotline Coordinator, at siegel.p@jacksonlewis.com.

11. Can I use the hotline to inquire about how benefits programs should be administered or how immigration processes operate?

No. The hotline is for employment related issues, not benefits, fiduciary or immigration law questions. Those questions are beyond the scope of the hotline.

12. Can I use the hotline to inquire about whether our Company is a government contractor or subcontractor that must maintain an affirmative action plan (or how such a plan must be developed)?

Yes. Jackson Lewis maintains an affirmative action/government contracts practice group, which will be available through the hotline, to address inquiries about the circumstances under which an employer is considered a federal contractor or subcontractor that must develop an affirmative action plan. However, what your company must do in a particular instance is beyond the scope of the hotline. For example, if your company is a government contractor or subcontractor with respect to a contract in excess of \$50,000, it is likely to be required to develop an affirmative action plan if it employs at least 50 employees. However, if your company lacks such a federal contract, but is part of a larger entity, and a subsidiary or division of a parent company has a federal contract, government contractor or subcontractor status still may exist. Determination of that status (and the obligation to prepare an annual affirmative action plan) is subject to complex tests enunciated by the United States Department of Labor, Office of Federal Contract Compliance Programs. Such a determination, like the determination as to whether an individual should or should not be discharged, is beyond the scope of the hotline.

13. Can I use the hotline to inquire about employment law issues relating to workers who are engaged by our company outside the United States?

No. Jackson Lewis limits its practice to employment law solely within the United States. However, if your company has an international presence, the firm may be able to provide an introduction to counsel practicing in a foreign jurisdiction.

14. Can the hotline be used to report a claim or a lawsuit?

No. The hotline is for receiving a general overview about human resources and employment issues. It may not be used to report the filing of administrative charges, arbitration demand letters, service of lawsuits or other notices of claim. Providing information to Jackson Lewis does *not* obligate the firm to provide notice in your organization's behalf to Travelers and is not considered notice of a claim to Travelers. To report a claim, it is your responsibility to notify your insurance agent or broker and Travelers Public Sector Services in accordance with the terms of the insurance policy. If you have any questions about how to report a claim, you should contact your insurance agent or broker.

15. Will the questions that I ask and the answers that I receive be disclosed to Travelers Insurance?

No. Each month, the insurance company will receive from Jackson Lewis a statement which will indicate, for each call, the name of the caller and his or her company, the policy number and the time spent on that call. Travelers will not be advised of the discussion during that telephone call (e.g., inquiry about harassment, at-will status, wage-hour issues, etc.).

16. Will my use of the hotline result in a higher premium if I use it more than another company uses the hotline?

No. The hotline is intended to provide risk management services and to assist your organization to avoid workplace disputes. We encourage you to use the hotline. No company will be penalized for its use of the hotline when renewal discussions take place. However, as we have explained above, the hotline is not a substitute for a relationship with experienced employment counsel. While you can call to obtain general information and an overview of issues to consider, you should not use the hotline as a substitute for a relationship with counsel.

ENROLL IN THE FREE RISK MANAGEMENT PLUS+ ONLINE® SITE

Travelers is pleased to announce enhancements to Risk Management PLUS+ Online®, our employment practices risk management program that is automatically available to you at no additional charge when you purchase or renew coverage with Travelers. Risk Management PLUS+ Online® continues to be the industry's most comprehensive program for mitigating exposure to employment lawsuits. The program includes management training on discrimination, sexual harassment, wrongful termination, and workplace ethics. Other features of Risk Management PLUS+ Online® include:

- Web-based delivery of updated employment policies and forms
- Web-based interactive sexual harassment training (This is a for fee feature provided by The McCalmon Group, Inc.)
- Checklists on best practices for the workplace
- A searchable library

- Weekly news and information on workplace issues written by employment professionals
- Flexible format that allows you to decide which employees have access to materials
- Links to important federal and state agencies and legislation

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online® for the organization. The Site Administrator is typically a person who leads human resources and/or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmpluspss.com.
2. In the Sign-In box, click the red **REGISTER** button.
3. Enter your Travelers Public Sector policy number in the password/passcode box.
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmpluspss.com. On each page, you will see a box outlined in red that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the Site by sending a request for a walk-through via the contact link on the front page.

ACCESS LOCALGOVU FOR CONVENIENT AND AFFORDABLE EMPLOYEE TRAINING

To help with your unique training needs, Travelers has partnered with LocalGovU to provide access to affordable online training wherever you have internet access. These online training systems are easy to use and feature a learning management system with tracking and reporting capabilities. LocalGovU can track all of the following on an employee-by-employee basis for:

- Total time spent in a course
- Quiz scores
- Date the employee passed the quiz
- Pass/Fail records
- Course progress by employee

LocalGovU provides reports for administrator, making employee tracking a breeze. In addition to system reports, you'll be able to easily export data into a CVS, Tab Delimited or XML file.

These tracking and reporting capabilities for testing may help reduce liability in situations where proof of training is needed. LocalGovU provides the highest quality courses at an affordable price. By taking advantage of these programs, your public entity can find the appropriate training you need when you need it.

There are more than 160 e-learning courses available, making it the leading local government specific curriculum in the United States. Learning courses are available in a variety of categories including Human Resources, Safety & Environmental, Corrections, Law Enforcement (approved by the peace officers standards and training (POST) certification in many states for CEU credits).

Log in to the Risk Control Customer Portal at travelers.com/riskcontrol/. Once in the Portal, click on the Education Center. Create an account for yourself – or if you need to track and document training for your entire staff – set up an organizational account. Once your account is set up, log in to localgovu.com. The online training system will prompt you to select your courses and you can begin training.



One Tower Square, Hartford, Connecticut 06183
Telephone: 1-800-328-2189

COMMON POLICY DECLARATIONS

POLICY NUMBER: ZLP-14S11558-16-PC

ISSUE DATE: 07/21/16

INSURING COMPANY: The Charter Oak Fire Insurance Co

1. NAMED INSURED AND MAILING ADDRESS:

TOWN OF RAYMOND, A PUBLIC ENTITY
401 WEBBS MILLS ROAD

RAYMOND, ME 04071

2. POLICY PERIOD: From 07/01/16 to 07/01/17 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

Premises Loc. No.	Bldg. No.	Occupancy	Address (same as Mailing Address unless specified otherwise)
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4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS	CG TO 01
EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS	CG TO 09
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS	PR TO 03
PUBLIC ENTITY EMPLOYMENT RELATED PRACTICES COVERAGE PART DEC	PR TO 05

5. NUMBERS OF INTERLINE FORMS AND ENDORSEMENTS FORMING PART OF THIS POLICY:

SEE IL T8 01

6 SUPPLEMENTAL POLICIES:

Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company
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7. PREMIUM SUMMARY:

Provisional Premium	\$See
Due at Inception	\$Delivery
Due Each	\$Invoice

NAME AND ADDRESS OF AGENT OR BROKER

CROSS INSURANCE
P.O. BOX 1383
WINDHAM ME 04062

COUNTERSIGNED BY:

Authorized Representative

Date: _____

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 or any Coverage Part 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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part 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 as 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

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules 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.

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.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, and is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)


Secretary


President

POLICY NUMBER: ZLP-14S11558-16-PC

EFFECTIVE DATE: 07/01/16

ISSUE DATE: 07/21/16

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

This listing shows the number of forms, schedules and endorsements by line of business.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL 02 47 02 11	MAINE CHANGES - CANCELLATION AND NONRENEWAL
IL F0 74 02 09	PRESERVATION OF GOVERNMENTAL IMMUNITY - MAINE
IL T3 68 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 09 13 04 98	INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY
IL T4 12 03 15	AMENDMENT OF COMMON POLICY CONDITIONS-PROHIBITED COVERAGE
	UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG T0 34 11 03	TABLE OF CONTENTS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG 00 01 10 01
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 09 09 93	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T1 01 07 86	EMPLOYEE BENEFIT LIABILITY COVERAGE FORM
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D4 19 07 08	AMENDMENT OF PROPERTY DAMAGE DEFINITION
CG D4 20 07 08	AMENDMENT - OTHER INSURANCE CONDITION & MEANING OF OTHER
	INSURANCE, OTHER INSURER AND INSURER
CG D4 22 07 08	AMENDMENT OF SUPPLEMENTARY PAYMENTS - TAXED COSTS AND
	APPEAL BONDS
CG D2 03 12 97	AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF
	LIABILITY AND NON CUMULATION OF PERSONAL & ADVERTISING
	INJURY LIM
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D4 21 07 08	AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION-EXCEPTION FOR
	DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO
	NAMED
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 42 01 02	EXCLUSION - WAR
CG D2 49 07 14	TOTAL EXCLUSION - FAILURE TO SUPPLY
CG T4 78 02 90	EXCLUSION - ASBESTOS
CG T0 43 11 88	TABLE OF CONTENTS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
	CG T1 01 CLAIMS MADE
CG D0 38 03 95	EXCLUSION - IRC VIOLATIONS
CG T4 85 11 88	ADDITIONAL EXCLUSION - EMPLOYEE BENEFITS LIABILITY
CG D4 09 04 08	AMENDMENT OF BODILY INJURY DEFINITION
CG D4 81 02 09	PROFESSIONAL HEALTH CARE AND SOCIAL SERVICES LIABILITY
	COVERAGE - DESIGNATED PROFESSIONALS - PUBLIC ENTITIES
CG D2 98 11 03	EXCLUSION-INJURY TO VOLUNTEER FIREFIGHTERS

CG D4 83 02 09	EXCLUSION - DAMS, RESERVOIRS, LEVEES, DIKES CANALS
CG D4 85 02 09	DESIGNATED WATERCRAFT
CG D4 88 02 09	EXCLUSION - DESIGNATED ACTIVITIES OR OPERATIONS
GN 01 82 11 03	COVERAGE C - MEDICAL PAYMENTS EXCLUSION
CG F5 12 02 09	STATUTORY CAP LIMIT OF INSURANCE ENDORSEMENT - MAINE
CG D4 70 02 09	EXCLUSION-EMPLOYEES AND VOLUNTEER WORKERS AS INSURED FOR CERTAIN BODILY INJURY, PERSONAL INJURY & PROPERTY DAMAGE
CG D4 71 01 15	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
CG D4 72 02 09	EXCLUSION - LAW ENFORCEMENT ACTIVITIES OR OPERATIONS
CG D4 74 05 14	MOBILE EQUIPMENT REDEFINED - PUBLIC ENTITIES
CG D4 75 06 14	EXCLUSION - PROFESSIONAL HEALTH CARE SERVICES - PUBLIC ENTITIES
CG D4 76 02 09	EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY
CG D4 78 02 09	AMENDMENT-POLLUTION EXCLUSION-INCLUDING LIMITED POLLUTION COSTS LIAB COVERAGE-PUBLIC ENTITIES OR INDIAN TRIBES
CG D4 80 02 09	PUBLIC ENTITIES XTEND ENDORSEMENT
CG D4 82 02 09	CEMETERY PROFESSIONAL SERVICES LIABILITY COVERAGE
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D7 46 01 15	EXCLUSION -ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG T5 30 06 89	AMENDMENT - EMPLOYEE BENEFITS LIABILITY

PROFESSIONAL

PR T0 03 02 09	PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART DECLARATIO NS
PR T0 05 02 15	PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART DELCARATIONS
PR T1 06 02 09	PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM
PR T1 08 02 09	PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM
PR T4 19 05 09	EMPLOYMENT-RELATED PRACTICES LIABILITY ENDORSEMENT - INDIAN TRIBES
PR T4 21 05 09	GOVERNMENTAL MANAGEMENT LIABILITY ENDORSEMENT - INDIAN TRIBES
PR T4 16 05 09	EXCLUSION - NEWLY ACQUIRED OR FORMED BUSINESS ORGANIZATIONS INDIAN TRIBES
PR T4 27 01 15	AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION
PR T5 04 07 12	EXCLUSION - OTHER EMPLOYMENT LAWS
PR F1 72 02 09	MAINE MANDATORY ENDORSEMENT
PR F1 73 02 09	MAINE MANDATORY ENDORSEMENT



One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: ZLP-14S11558-16-PC

ISSUE DATE: 07/21/16

INSURING COMPANY: The Charter Oak Fire Insurance Co

DECLARATIONS PERIOD: From 07/01/16 to 07/01/17 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$3,000,000
Products-Completed Operations Aggregate Limit	\$3,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented to You Limit (any one premises)	\$500,000
Medical Expense Limit (any one person)	\$EXCLUDED

2. AUDIT PERIOD:

3. FORM OF BUSINESS: SEE COMMON POLICY DECLARATIONS

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

SEE IL T8 01

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

PRODUCER: CROSS INSURANCE

OFFICE: San Antonio

CG TO 01 11 03

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COMMERCIAL GENERAL LIABILITY
COVERAGE FORM
CG 00 01 10 01

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KEY TO DECLARATIONS PREMIUM SCHEDULE

ABBREVIATIONS:

CLASS DESCRIPT - means CLASS DESCRIPTION

LOC/BLDG NO. - means LOCATION/BUILDING NUMBER

OPN NO. - means OPERATION NUMBER

PREM/OPS - means PREMISES/OPERATIONS

PROD/C-OPS - means PRODUCTS/COMPLETED OPERATIONS

PREMIUM BASE:

Key Letter	Premium Base	How Rates Apply
a	Area	per 1,000 square feet
c	Total Cost	per \$1,000 of total cost
m	Admissions	per 1,000 admissions
o	Total Operating Expense	per \$1,000 of total operating expenditures
p	Payroll	per \$1,000 of payroll
s	Gross Sales	per \$1,000 of gross sales
t	(see note* below)	(see note* below)
u	Units	per unit

* Premium base t applies for a number of rarely used premium bases. The specific base and how rates apply are shown with the Class Description on the DECLARATIONS-PREMIUM SCHEDULE.



One Tower Square, Hartford, Connecticut 06183

**EMPLOYEE BENEFITS LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: ZLP-14S11558-16-PC
ISSUE DATE: 07/21/16

INSURING COMPANY: The Charter Oak Fire Insurance Co

DECLARATIONS PERIOD: From 07/01/16 to 07/01/17 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE

**Employee Benefits Liability
Coverage Form**

Limits of Insurance

Aggregate Limit	\$3,000,000
Each Employee Limit	\$1,000,000

2. AUDIT PERIOD:

3. FORM OF BUSINESS: SEE COMMON POLICY DECLARATIONS

4. RETROACTIVE DATE:

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: NONE

5. EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII - DEFINITIONS:

6. DEDUCTIBLE:

\$1,000 EACH EMPLOYEE

7. PREMIUM COMPUTATION:

Estimated No. of Employees	Rate Per Employee	Estimated Premium	Minimum Premium
23		\$192	\$

**8. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENT FORMING PART OF THIS COVERAGE PART
ARE ATTACHED AS A SEPARATE LISTING.**

SEE IL T8 01

PRODUCER: CROSS INSURANCE

OFFICE: San Antonio

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

- A. Paragraphs 2., 4. and 6. of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

- B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

7. We may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions or warranties; or

f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

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

Nonrenewal

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

- D. With respect to Physical Damage Coverage provided under the Commercial Automobile Coverage Part, we will provide like notice of cancellation or nonrenewal to any loss payee named in the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRESERVATION OF GOVERNMENTAL IMMUNITY – MAINE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBER LIABILITY COVERAGE
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to each Section that provides liability coverage:

This insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of governmental immunity under Maine law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

2. The following is added to the **CONDITIONS** Section:

Preservation Of Governmental Immunity

Your purchase of this policy is not a waiver, under Maine Revised Statute Title 14, Section 8116 or any amendments to that section, of any governmental immunity that would be available to any insured under the Maine Tort Claims Act, Maine Revised Statute Title 14, Section 8101 et. seq., or any amendments to those sections, other Maine statutes, judicial precedent, or common law had you not purchased this policy.

IMPORTANT NOTICE - INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

DIRECT CLAIM REPORTING

1-800-238-6225

Direct dial claim service can go a long way toward meeting your needs when it counts. The service enables you to report any claim* directly to a claim service representative. It is a toll free number (1-800-238-6225) which puts you in touch with the Telephone Claim Reporting Center.

It's convenient

The toll free Telephone Claim Reporting Center operates 24 hours a day, seven days a week, 365 days a year. You can report your claims* immediately - day or night.

It's efficient

You only need one telephone reporting number (1-800-238-6225) to report any type of claim*.

It's responsive

The pertinent claim information is logged in electronically as you speak with one of our Telephone Reporting Claim Service Center Representatives. You are given a claim file number during this important first call, which will enable easy follow-up on the status of your claim.

When You Call

Your needs can best be served if you have the following information on hand when you call:

- Name of business as it appears on the policy and/or your policy number
- Date and time at which the accident or loss occurred
- State and location at which the accident or loss occurred
- Detailed description of the accident or loss
- Names, addresses, and phone numbers of anyone injured or anyone else involved, including any witnesses
- A complete description of the property or vehicle in the accident or loss
- Name of your agent or broker
- Advise what property or extra expense is involved

- Advise if there is any other insurance available covering the loss, and if so name, address, phone number, and claim numbers of the insurance company.

How Your Claim Is Handled

To Report a claim*, just dial 1-800-238-6225 and a Telephone Reporting Claim Service Center Representative will:

Gather pertinent information

We will ask you a series of questions about the claim to obtain all the necessary information to quickly determine coverage/liability.

Next Steps

After gathering the information that we need, regardless of the type of claim, a claim representative will contact you to discuss the actions they will take, and most importantly, to answer any questions that you may have.

In addition to claims personnel, you can also call your agent for advice about your claim and to help you with any other insurance needs.

You can help speed up the process if:

- until your claim is reported, you take whatever reasonable action is necessary to protect the property from any further damage.
- You notify your claim representative immediately if you have any additional information or if you are contacted by another insurance company.

To protect your rights under the policy, remember to report all incidents, even if you are not sure a claim will be made.

*Unless your policy requires written notice or reporting.

**IMPORTANT NOTICE
EEOC HEARINGS AND EMPLOYMENT-RELATED
PRACTICES LIABILITY**

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

You have purchased Public Entity Employment-Related Practices Liability Coverage (EPL) as part of your policy with Travelers. Please note that a "governmental administrative proceeding," including an Equal Employment Opportunity Commission (EEOC) proceeding, is considered to be a "suit" under the EPL policy. If a claim or "suit", including an EEOC proceeding, is made or brought against any insured, you must notify us as soon as practicable. Failure to do so could possibly result in a denial of coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE
REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND
INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT
OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Commercial Liability coverage included in this policy that is subject to
the federal Terrorism Risk Insurance Act of 2002 as amended

PROVISIONS

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

85% with respect to such Insured Losses occurring in calendar year 2015.

84% with respect to such Insured Losses occurring in calendar year 2016.

83% with respect to such Insured Losses occurring in calendar year 2017.

82% with respect to such Insured Losses occurring in calendar year 2018.

81% with respect to such Insured Losses occurring in calendar year 2019.

80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has

been included for each such coverage is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

- 1% of each applicable Commercial Liability Coverage premium.

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.

**INSURANCE INSPECTION SERVICES
EXEMPTION FROM LIABILITY**

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

- A.** If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;
- B.** To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- C.** In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or
- D.** If we fail to provide this written notice to the insured whenever the policy is issued or when new policy forms are issued upon renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:
ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**THIS FORM PROVIDES CLAIMS MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. 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 VII - DEFINITIONS.

SECTION I - EMPLOYEE BENEFITS LIABILITY COVERAGE**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error, or omission must be committed in the "administration" of your "employee benefit program." No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy expires. The negligent act, error or omission must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE:
- (2) We may at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result; and
- (3) Our right and duty to defend end

when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. This insurance applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the policy period.

- (1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.
- (2) All claims for damages sustained by any one employee, including the employee's dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
- b. "Bodily injury" or "property damage" or "personal injury";

COMMERCIAL GENERAL LIABILITY

- c. Loss arising out of failure of performance of contract by any insured;
- d. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
- e. Any claim or suit based upon:
 - (1) failure of any investment to perform as represented by any insured, or
 - (2) advice given to any person to participate or not to participate in any plan included in the "employee benefit program";
- f. Loss arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
- g. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended; or
- h. Loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, notwithstanding the insured's act, error or omission in administering the plan which precluded the claimant from receiving such benefits.

3. Supplementary Payments

We will pay, with respect to any claim or "suit" we defend:

- a. All expenses we incur.
- b. 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.
- c. 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 \$100 a day because of time off from work.

- d. All costs taxed against the insured in the "suit."
- e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we made an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- f. 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.

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.
- c. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insureds, but only with respect to their liability as your directors or stockholders.

- 2. Each of the following is also an insured:

- a. Each of your partners, executive officers and employees who is authorized to administer your "employee benefit program."
- b. 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 or joint venture, and over which you maintain ownership or majority interest, will be deemed to be 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 under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

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;
 - c. Persons or organizations making claims or bringing "suits."
 - d. Acts, errors or omissions which result in loss; or
 - e. Plans included in your "employee benefit program";
2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

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

for purposes of determining the Limits of Insurance.

SECTION IV - DEDUCTIBLE

1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in Item 6 of the Declarations as applicable to "Each Employee." The limits of insurance applicable to "Each Employee" will be reduced by the amount of this deductible. The Aggregate limit shall not be reduced by the application of such deductible amount.
2. The deductible amount stated in the Declarations applies to all damages sustained by an employee because of an act, error or omission covered by this insurance.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and
 - b. Your duties in the event of an act, error or omission claim, or suit apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V - EMPLOYEE BENEFITS 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 Act, Error or Omission, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. Notice should include:
 - (1) What the act, error or omission was and when it occurred.

COMMERCIAL GENERAL LIABILITY

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

Notice of an act, error or omission is not notice of a claim.

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

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim as soon as practicable.

- c. You and any other involved insured must:

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

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense 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 obtained after an actual trial; 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 this Coverage Part, our obligations are limited as follows:

a. Primary Insurance.

This insurance is primary except when paragraph 4. of Section VI - Extended Reporting Periods 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 b. below.

b. 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.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term 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 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 who 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. Cancellation, Non-renewal, Renewal and Reduction or Deletion of Coverage:

The following conditions also apply to this Coverage Part:

All conditions relating to cancellation, non-renewal, renewal, and reduction or deletion of coverage which would apply

to a Commercial General Liability Coverage Part attached to this policy.

SECTION VI - EXTENDED REPORTING PERIODS

- 1. We will provide an automatic Extended Reporting Period as described in paragraph 3. or, if you purchase it, an Extended Reporting Period Endorsement as described in paragraph 4, only if:

- a. This Coverage Part is cancelled or not renewed for any reason; or

- b. We renew or replace this Coverage Part with other insurance that has a Retroactive Date later than the one shown in this Coverage Part's Declarations.

- 2. If we provide an Extended Reporting Period, the following is added to paragraph 1.b. of INSURING AGREEMENT - SECTION I:

- (3) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the policy period.

- 3. The automatic Extended Reporting Period will be for 60 days, starting with the end of the policy period of this policy.

This automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance.

This automatic Extended Reporting Period may not be cancelled.

- 4. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for one year, starting with the end of the policy period of this policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:

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- a. Makes a written request for it which we receive within 60 days after the end of the policy period; and
- b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.

The Extended Reporting Period Endorsement will also amend paragraph 4.a. of SECTION V - EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

5. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limits of Insurance available under this Coverage Part for future payment of damages; and
 - d. Other related factors.

The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

SECTION VII - DEFINITIONS

1. "Administration" means:
 - a. Counseling employees, including their dependents and beneficiaries, with respect to the "employee benefit program";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting or terminating any employee's participation in a plan included in the "employee benefit program."
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
4. "Employee" means your officers, partners and employees whether actively employed, disabled or retired.
5. "Employee benefit program" means the following plans:
 - a. Group life insurance, group accident or health insurance, "profit sharing plans," pension plans and "stock subscription plans," provided that no one other than an employee may subscribe to such insurance or plans;
 - b. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - c. Any other similar plan designated in the Declaration or added thereto by endorsement.
6. "Personal injury" means injury other than "bodily injury," arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.

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7. "Profit sharing plans" mean only such plans that are equally available to all full time employees.
8. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
9. "Stock subscription plans" mean only such plans that are equally available to all full time employees.
10. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged.

"Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.



One Tower Square, Hartford, Connecticut 06183

**PUBLIC ENTITY MANAGEMENT LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: ZLP-14S11558-16-PC
ISSUE DATE: 07/21/16

THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS

INSURING COMPANY: THE CHARTER OAK FIRE INSURANCE COMPANY

POLICY PERIOD: From 07/01/16 to 07/01/17 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Public Entity Management Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
Aggregate Limit	\$3,000,000
Each Wrongful Act Limit	\$1,000,000

2. RETROACTIVE DATE: 07/01/2008

3. DEDUCTIBLE:

Each Wrongful Act Deductible \$2,500

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

SEE IL T8 01



One Tower Square, Hartford, Connecticut 06183

**PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES
LIABILITY COVERAGE PART DECLARATIONS**

POLICY NO.: ZLP-14S11558-16-PC
ISSUE DATE: 07/21/16

**THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS
DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN
ADDITION TO, THE LIMITS OF INSURANCE**

INSURING COMPANY: THE CHARTER OAK FIRE INSURANCE COMPANY

POLICY PERIOD: From 07/01/16 to 07/01/17 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Public Entity Employment-Related Practices Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

**PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES
LIABILITY COVERAGE FORM**

LIMITS OF INSURANCE

Aggregate Limit

\$3,000,000

Each Wrongful Employment Practice Offense Limit

\$1,000,000

2. RETROACTIVE DATE: 07/01/2008

3. DEDUCTIBLE:

Each Wrongful Employment Practice Offense Deductible \$2,500

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING THIS COVERAGE PART ARE
ATTACHED AS A SEPARATE LISTING.**

SEE IL T8 01

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM

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

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy 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.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

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

SECTION I - PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE

1. Insuring Agreement

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

We will have no other obligation or liability to pay sums or perform acts

or services unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to loss only if:

- (1) The loss is caused by a "wrongful act" committed while conducting duties by or on behalf of you or "your boards";
- (2) The "wrongful act" is committed in the "coverage territory";
- (3) The "wrongful act" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
- (4) A claim or "suit" by a person or organization that seeks damages because of the loss is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

- c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

- (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
- (2) When we first receive written notice from any insured of a specific "wrongful act" that caused the loss which resulted in such claim or "suit".

All claims or "suits" that seek damages because of loss caused by the same "wrongful act" or "related wrongful acts" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

- d. A claim or "suit" by a person or organization that seeks damages will

PUBLIC ENTITY MANAGEMENT LIABILITY

be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful act" only if that notice contains all of the following information:

- (1) How, when and where the "wrongful act" was committed;
- (2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;
- (3) The nature and location of any loss caused by the "wrongful act"; and
- (4) The names and addresses of each insured that committed the "wrongful act".

Notice to us that:

- (1) All or part of one or more of any insured's acts or omissions may in the future be discovered to be a "wrongful act"; or
 - (2) Any insured may in the future receive written notice of a "wrongful act", claim or "suit";
- is not notice of a specific "wrongful act".
- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
 - f. Each "wrongful act" in a series of "related wrongful acts" will be deemed to have been committed on the date the first "wrongful act" in that series is committed.

2. Exclusions

This insurance does not apply to:

a. Boards, Commissions, Or Governmental Units Or Departments

Loss arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Electric or gas utilities;
- (3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (4) Housing authorities;
- (5) Port authorities;

(6) Schools or school districts; or

(7) Transit authorities.

b. Breach Of Contract

Loss arising out of a breach of contract.

This exclusion does not apply to loss arising out of the breach of a mutual aid agreement.

c. Claims Or Suits By Insureds Against Insureds

Loss for which a claim is made or "suit" is brought by or on behalf of any current or former insured against any current or former insured.

d. Complaint Or Enforcement Action

Loss arising out of any complaint, enforcement action, claim or "suit" brought by or on behalf of any federal, state or local governmental regulatory or enforcement agency against any insured.

e. Contractual Liability

Loss 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 loss for which the insured would have liability for damages without the contract or agreement.

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

Loss arising out of any criminal, dishonest, fraudulent, or malicious "wrongful act", or any knowing violation of rights or laws, committed:

- (1) By the insured; or
- (2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful act" or knowing violation was committed:

- (1) By that insured; or
- (2) With the consent or knowledge of that insured.

g. Debt Financing

Loss arising out of any type of debt financing issued by you or on your behalf, including bonds, debentures, guarantees of debt or notes.

PUBLIC ENTITY MANAGEMENT LIABILITY

h. Employee Benefit Plans

Loss arising out of the administration of, the conduct of any fiduciary duty for, or the performance of or failure to perform any act or obligation related to any actual or proposed:

- (1) Benefit plan or trust;
- (2) Stock option, stock subscription or stock ownership plan; or
- (3) Compensation plan;

operated by you or on your behalf for the benefit of any current, former or prospective "employee" or "independent contractor".

i. Employment-Related Practices

"Employment loss" to:

- (1) A person arising out of a "wrongful employment practice offense"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of loss described in Paragraph (1) above.

This exclusion applies:

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

j. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

k. Injury Or Damage

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

l. Insurance

Loss arising out of the failure to obtain or maintain any type or amount of insurance, including any type of bond, self-insurance method or program, or any similar risk transfer or risk management method.

m. Intellectual Property

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trade secret;
- (6) Trademark; or
- (7) Other intellectual property rights or laws.

n. Investments

Loss arising out of the purchase, sale, issuance or distribution of, or offer to purchase or sell, any debt or equity securities or other investments.

o. Known Wrongful Acts

Loss arising out of any "wrongful act", including any part of "related wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful act" at the earliest time when such "described authorized person":

- (1) Reports all, or any part, of the "wrongful act" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "wrongful act"; or
- (3) Becomes aware by any other means that all, or any part, of the "wrongful act" has been committed.

p. Law Enforcement Activities Or Operations

Loss arising out of "law enforcement activities or operations".

This exclusion does not apply to harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

q. Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

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r. Network And Information Security Liability

Loss arising out of a "network and information security wrongful act".

s. Nuclear Energy

Loss arising out of the "hazardous properties" of "nuclear material".

t. Pollution

Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

u. 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 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".

v. Professional Health Care Services

Loss arising out of providing or failing to provide "professional health care services".

w. Sexual Harassment

Loss arising out of any:

- (1) Unwelcome sexual advance;
- (2) Request for any sexual favor; or
- (3) Other verbal, visual or physical conduct of a sexual nature.

x. Strikes, Riots, Demonstrations Or Civil Commotions

Loss arising out of any strike, riot, protest, demonstration, lock-out or civil commotion.

y. Taking Of Private Property For Public Use Or Benefit

Loss arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by

adverse use or any other method or proceeding.

z. Taxes

Loss arising out of the improper administration or collection of taxes, or loss that reflects any tax obligation.

aa. Unlawful Personal Gains

Loss arising out of any insured's personal profit, advantage or compensation to which that insured is not legally entitled.

bb. Workers' Compensation And Similar Laws

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

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
 - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
 - c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.
3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax ex-

PUBLIC ENTITY MANAGEMENT LIABILITY

empt entity will be deemed to be acting within the scope of their duties for you.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part 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".

The limits of insurance will not be reduced by the payment of the applicable deductible amount.

2. The Aggregate Limit is the most we will pay for the sum of all damages for the combined total of all claims or "suits" for loss.

If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Act Limit or \$100,000.

3. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".

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, 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 to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

SECTION IV - DEDUCTIBLE

1. The Each Wrongful Act Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

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

The Each Wrongful Act Deductible does not apply to payments we make under

PUBLIC ENTITY MANAGEMENT LIABILITY

Supplementary Payments, other than "defense expenses".

2. The Each Wrongful Act Deductible applies to all damages and "defense expenses" for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".
3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
4. The terms of this policy, including those with respect to:
 - a. Our right and duty with respect to the defense of claims or "suits"; and
 - b. Your duties in the event of a "wrongful act", claim or "suit";apply irrespective of the application of the deductible amount.
5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
 - a. "Our deductible recovery expenses"; and
 - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

SECTION V - PUBLIC ENTITY MANAGEMENT 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 A Wrongful Act, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a

claim. To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" was committed;
 - (2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;
 - (3) The nature and location of any loss caused by the "wrongful act"; and
 - (4) The names and addresses of each insured that committed the "wrongful act".
- b. If a claim or "suit" is made or 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 claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of loss to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- e. The following provision applies to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured: Notice to us of such "wrongful act" must be given as soon as practicable only after the "wrongful act" is

known by you or any "described authorized person".

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. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary,

PUBLIC ENTITY MANAGEMENT LIABILITY

we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

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:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

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 provider of insurance 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, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

5. Premium Computation

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

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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.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 shown in the Common Policy Declarations, 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 from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", 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 initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

- c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of loss caused by a "wrongful act" committed subsequent to the execution of the contract or agreement.

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 Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

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

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for loss caused by a "wrongful act" committed before the end of the policy period and after the Retroactive Date.
Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance

you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII - 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

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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. "Advertising injury" means injury, other than "personal injury", caused by one or more of the following offenses:
 - a. Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - b. Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (1) Appropriates a person's name, voice, photograph or likeness;
 - (2) Unreasonably places a person in a false light; or
 - (3) Discloses information about a person's private life; or
 - c. Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 3. "Authorized user" includes your customer, supplier or supporter.
 4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
 5. "Computer virus" means malicious code that is introduced through your web-site or "your computer or communications network". Once introduced, such code may destroy, alter, contaminate or de-

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grade the integrity, quality or performance of data of any computer application software, computer network, or computer operating system or related network.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";

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

7. "Defense expenses":

- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":
 - (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
 - (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
 - (a) Expert testimony;
 - (b) Autopsy;
 - (c) Witnesses and summonses;
 - (d) Copies of documents such as birth and death certificates and medical treatment records;
 - (e) Arbitration fees;
 - (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
 - (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

b. Does not include:

- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and a.(2) above incurred while handling a claim or "suit"; or
- (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the loss, including evaluation and settlement of covered claims.

8. "Described authorized person" means:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- b. Any member of "your boards"; or
- c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

9. "Discrimination" means any violation of a person's rights with respect to:

- a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
- b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.

10. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.

11. "Employment loss" means:

- a. Employment-related harm to any of your current, former or prospective "employees";
- b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or
- c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

12. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-

laws or any other similar governing document.

13. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
- a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
 - b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
 - c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
14. "Hazardous properties" includes radioactive, toxic or explosive properties.
15. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
16. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
17. "Law enforcement activities or operations":
- a. Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and
 - b. Includes:
 - (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
 - (2) Ownership or operation of any of your jails, penal institutions or similar facilities;
 - (3) Providing first aid at the time of an accident, crime or medical emergency;

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- (4) Providing school security; and
- (5) "Moonlighting".

18. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
19. "Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.
20. "Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
- a. Failure to prevent the transmission of a "computer virus".
 - b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such website or such computer or communications network.
 - c. Failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of others.
21. "Nuclear material" means any of the following materials defined in the Federal Atomic Energy Act or any of its amendments:
- a. Source material;
 - b. Special nuclear material; or
 - c. By-product material.
22. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
23. "Personal injury" means injury, other than "advertising injury", caused by one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - e. Oral or written publication, including publication by electronic means, of material that:
 - (1) Appropriates a person's name, voice, photograph or likeness;
 - (2) Unreasonably places a person in a false light; or
 - (3) Discloses information about a person's private life.
24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
25. "Professional health care services" includes:
- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
 - d. Any health or therapeutic service, treatment, advice or instruction;
 - e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
 - f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; or
 - g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.
26. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.
27. "Property damage" means:
- a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property of others that is not physically damaged.
- For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.
28. "Related wrongful acts" means two or more "wrongful acts" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.
29. "Retaliatory action" includes any action directed at any person that is in response to that person's:
- a. Exercising any legally afforded right;
 - b. Supporting in any way another person's exercise of any legally afforded right;
 - c. Participating in any strike or lockout;
 - d. Making any claim or "suit" against you or any other insured;
 - e. Testifying against you or any other insured in any legal proceeding;
 - f. Declining to perform any illegal or unethical act; or
 - g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.
30. "Slogan" means a phrase that others use for the purpose of attracting attention in their advertising.

31. "Suit" means a civil proceeding that seeks damages. "Suit" includes:
- a. An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
 - b. Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent.
32. "Title" means a name of a literary or artistic work.
33. "Volunteer worker" means a person, other than a prisoner, who:
- a. Is not acting within the scope of his or her employment as an "employee";
 - b. Donates his or her work; and
 - c. Is not paid a fee, salary or other compensation for that work.
34. "Wrongful act" means any act, error or omission.
35. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:
- a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
 - b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
 - c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";

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- d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
 - e. Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
 - f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
 - g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".
36. "Your boards":
- a. Means any board, commission, or other governmental unit or department that:
 - (1) Is under your jurisdiction; and
 - (2) Is funded and operated as part of your total operating budget.
 - b. Does not include any "joint powers authority".
37. "Your computer or communications network" means any computer or communications network that you rent, lease, license, or borrow from others, own or operate.

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy 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.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

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

SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "employment loss" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "employment loss" to which this insurance does not apply.

We will also have the right and duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance does not apply. For the purposes of our right and duty to defend the insured under this paragraph, a "suit" that is

a "governmental administrative proceeding" seeking injunctive relief for "employment loss" will be deemed to be a "suit" by a person or organization that seeks damages because of such "employment loss".

When we defend a claim or "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance. We may, at our discretion, investigate any "wrongful employment practice offense" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages or "defense expenses" 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, settlements or "defense expenses".

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "employment loss" to which this insurance applies.

- b. This insurance applies to "employment loss" only if:
 - (1) The "employment loss" is caused by a "wrongful employment practice offense" committed in the "coverage territory";
 - (2) The "wrongful employment practice offense" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
 - (3) A claim or "suit" by a person or organization that seeks damages because of the "employment

loss" is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

- (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
- (2) When we first receive written notice from any insured of a specific "wrongful employment practice offense" that caused the "employment loss" which resulted in such claim or "suit".

All claims or "suits" that seek damages because of "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

d. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful employment practice offense" only if that notice contains all of the following information:

- (1) How, when and where the "wrongful employment practice offense" was committed;
- (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;
- (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
- (4) The names and addresses of each insured that committed the "wrongful employment practice offense".

Notice to us that:

- (1) All or part of one or more of any insured's acts or omissions

may in the future be discovered to be a "wrongful employment practice offense"; or

- (2) Any insured may in the future receive written notice of a "wrongful employment practice offense", claim or "suit";

is not notice of a specific "wrongful employment practice offense".

- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
- f. Each "wrongful employment practice offense" in a series of "related wrongful employment practice offenses" will be deemed to have been committed on the date the first "wrongful employment practice offense" in that series is committed.

2. Exclusions

This insurance does not apply to:

a. Boards, Commissions, Or Governmental Units Or Departments

"Employment loss" arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Electric or gas utilities;
- (3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (4) Housing authorities;
- (5) Port authorities;
- (6) Schools or school districts; or
- (7) Transit authorities.

b. Bodily Injury Or Property Damage

"Bodily injury" or "property damage".

c. Breach Of Contract

"Employment loss" arising out of the breach of any written contract or agreement.

d. Contractual Liability

"Employment loss" 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 "employment loss" for which the insured would have liability for dam-

ages without the contract or agreement.

e. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Employment Practice Offenses Or Knowing Violations Of Rights Or Laws

"Employment loss" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful employment practice offense", or any knowing violation of rights or laws, committed:

- (1) By the insured; or
- (2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful employment practice offense" or knowing violation was committed:

- (1) By that insured; or
- (2) With the consent or knowledge of that insured.

f. Employment Termination Or Relocation Due To Operational Decisions

"Employment loss" arising out of any termination of employment, "independent contractor" status or "volunteer worker" status, or any job relocation or reassignment, that is necessary because you have:

- (1) Filed for bankruptcy protection, or been placed in receivership or liquidation;
- (2) Merged with, acquired, or been acquired by another entity; or
- (3) Transferred any part of your operations to another entity.

g. Fines Or Penalties

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

h. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

This exclusion does not apply to our duty to defend the insured against a "suit" that is a "governmental administrative proceeding".

i. Known Wrongful Employment Practice Offenses

"Employment loss" arising out of any "wrongful employment practice offense", including any part of "related wrongful employment practice offenses", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful employment practice offense" at the earliest time when such "described authorized person":

- (1) Reports all, or any part, of the "wrongful employment practice offense" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "wrongful employment practice offense"; or
- (3) Becomes aware by any other means that all, or any part, of the "wrongful employment practice offense" has been committed.

j. Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

k. Other Employment Laws

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by the following laws, amendments to those laws, rules or regulations:

- (1) Fair Labor Standards Act, except the Equal Pay Act;
- (2) National Labor Relations Act;
- (3) Worker Adjustment and Retraining Notification Act;
- (4) Consolidated Omnibus Budget Reconciliation Act of 1985;
- (5) Occupational Safety and Health Act; or
- (6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws.

I. Strikes Or Lockouts

"Employment loss" to any of your "employees":

- (1) On strike or locked out; or
- (2) Temporarily or permanently replaced;

due to any labor dispute, including breach of a collective bargaining agreement.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" taken in response to any of your "employees" for participating in any strike or lockout.

m. Workers' Compensation And Similar Laws

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

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses, other than "defense expenses", we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit" for that part of the judgment we pay, except attorneys' fees of the person or organization bringing the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do

not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
 - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
 - c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of

such insured under this Coverage Part.

3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part 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".

The limits of insurance will not be reduced by the payment of the applicable deductible amount.

2. The Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" for the combined total of all claims or "suits" for "employment loss".

If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Employment Practice Offense Limit or \$100,000.

3. Subject to Paragraph 2. above, the Each Wrongful Employment Practice Offense Limit is the most we will pay for the sum of all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

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, 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 to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

SECTION IV - DEDUCTIBLE

1. The Each Wrongful Employment Practice Offense Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages

and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

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

The Each Wrongful Employment Practice Offense Deductible does not apply to payments we make under Supplementary Payments.

2. The Each Wrongful Employment Practice Offense Deductible applies to all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.

4. The terms of this policy, including those with respect to:

- a. Our right and duty with respect to the defense of claims or "suits"; and
- b. Your duties in the event of a "wrongful employment practice offense", claim or "suit";

apply irrespective of the application of the deductible amount.

5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.

6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.

7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:

- a. "Our deductible recovery expenses"; and
- b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

SECTION V - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES 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 A Wrongful Employment Practice Offense, Claim Or Suit

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

- (1) How, when and where the "wrongful employment practice offense" was committed;
- (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;
- (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
- (4) The names and addresses of each insured that committed the "wrongful employment practice offense".

b. If a claim or "suit" is made or 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 claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right

against any person or organization which may be liable to the insured because of "employment loss" to which this insurance may also apply.

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

e. The following provision applies to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

Notice to us of such "wrongful employment practice offense" must be given as soon as practicable only after the "wrongful employment practice offense" is known by you or any "described authorized person".

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. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;

- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

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:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

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 provider of insurance 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, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

5. Premium Computation

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

6. Representations

By accepting this policy, you agree:

- a. The statements and representations made in your application for employment practices liability insurance, and in all materials submitted in connection with it, are accurate and complete;
- b. The statements in the Declarations are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 shown in the Common Policy Declarations, 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 Control Of Defense

Before the available limit of insurance is used up, you may take over control of the defense, including the appeal, of

any outstanding claim or "suit" previously reported to us if:

- a. We and you agree; or
- b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable of all outstanding claims or "suits", so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding claim or "suit" to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we do not waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of insurance is used up.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", 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 initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".
- c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by

all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "employment loss" caused by a "wrongful employment practice offense" committed subsequent to the execution of the contract or agreement.

10. 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 Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

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

11. Endorsements Applicable To Employment-Related Practices Liability Coverage Part

Any endorsement to this policy that states that it modifies insurance provided under the Employment-Related Practices Liability Coverage Part will be deemed to modify the insurance provided under this Coverage Part.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" committed before the end of the policy period and after the Retroactive Date.

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

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

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

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII - DEFINITIONS

1. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

2. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "employment loss" is caused by a "wrongful employment practice offense" committed in the course of travel or transportation to, from or within the "prohibited area";

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

3. "Defense expenses":

- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

- (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
- (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:

- (a) Expert testimony;
- (b) Autopsy;
- (c) Witnesses and summonses;
- (d) Copies of documents such as birth and death certificates and medical treatment records;
- (e) Arbitration fees;
- (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
- (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

- b. Does not include:

- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and

- a.(2) above incurred while handling a claim or "suit"; or
- (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the "employment loss", including evaluation and settlement of covered claims.
- 4. "Described authorized person" means:
 - a. Any of your elected or appointed officials, "executive officers" or directors;
 - b. Any member of "your boards"; or
 - c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.
- 5. "Discrimination" means any violation of a person's rights with respect to:
 - a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
 - b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.
- 6. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.
- 7. "Employment loss" means:
 - a. Employment-related harm to any of your current, former or prospective "employees";
 - b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or
 - c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.
- 8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 9. "Governmental administrative proceeding" means any administrative proceeding or hearing conducted by a governmental agency having the proper legal authority to conduct such proceeding or hearing.
- 10. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
 - a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
 - b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
 - c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
- 11. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
- 12. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
- 13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
- 14. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
- 15. "Pollutants" means 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. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies

to and prohibits the transaction of business with or within such country or jurisdiction.

17. "Property damage" means:

- a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
- b. Loss of use of tangible property of others that is not physically damaged.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

18. "Related wrongful employment practice offenses" means two or more "wrongful employment practice offenses" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

19. "Retaliatory action" includes any action directed at any person that is in response to that person's:

- a. Exercising any legally afforded right;
- b. Supporting in any way another person's exercise of any legally afforded right;
- c. Participating in any strike or lockout;
- d. Making any claim or "suit" against you or any other insured;
- e. Testifying against you or any other insured in any legal proceeding;
- f. Declining to perform any illegal or unethical act; or
- g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.

20. "Suit" means:

- a. A civil proceeding that seeks damages, including:
 - (1) An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
 - (2) Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent; and

- b. Any "governmental administrative proceeding".

21. "Volunteer worker" means a person, other than a prisoner, who:

- a. Is not acting within the scope of his or her employment as an "employee";
- b. Donates his or her work; and
- c. Is not paid a fee, salary or other compensation for that work.

22. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:

- a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
- b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
- c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";
- d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
- e. Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
- f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
- g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".

23. "Your boards":

- a. Means any board, commission, or other governmental unit or department that:
 - (1) Is under your jurisdiction; and
 - (2) Is funded and operated as part of your total operating budget.
- b. Does not include any "joint powers authority".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES LIABILITY ENDORSEMENT - INDIAN TRIBES

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph 1. of
SECTION II - WHO IS AN INSURED:

1. If you are designated in the Common Policy Declarations as:

- a. An "Indian tribe", you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
- b. A partnership or joint venture, you are an insured. Your partners or your members, 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 also insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture, limited liability company or "Indian tribe", you are an insured. Your "executive officers" and directors are also insureds, but only with respect to their duties as your "executive officers" or directors.

2. The following is added to **SECTION II - WHO IS AN INSURED:**

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

Common Policy Declarations. This subparagraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II - Who Is An Insured.

3. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE:**

Labor Leasing Firm

"Employment loss" arising out of any activities or operations of any organization operated by you or on your behalf that hires out workers under an agreement to perform duties related to the hirer's business, including any employment agency or service, labor leasing firm or temporary help service.

4. The following replaces the definition of "joint powers authority" in the **DEFINITIONS** Section:

"Joint powers authority" means any organization formed by an "Indian tribe" and one or more public entities, or by two or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

5. The following is added to the **DEFINITIONS** Section:

"Indian tribe" means a tribe, band, pueblo, village, or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL MANAGEMENT LIABILITY ENDORSEMENT - INDIAN TRIBES

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to the Introduction:
As used anywhere in this Coverage Part, the words "your business" mean your governmental operations.
2. The following replaces Paragraph 1. of **SECTION II - WHO IS AN INSURED:**
If you are designated in the Common Policy Declarations as an "Indian tribe", you are an insured for your governmental operations. "Your boards" are also insureds, but only with respect to their duties related to your governmental operations. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their governmental duties as your elected or appointed officials, "executive officers" or directors.
3. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**
Your gaming commission. Members of your gaming commission are also insureds, but only with respect to their duties for you or for your gaming commission. "Employees" of your gaming commission are also insureds, but only for work done within the scope of their employment by your gaming commission, or their performance of duties related to the conduct of the operations of your gaming commission.
4. The following replaces Paragraph 1.b.(1) of **SECTION I - PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE:**
 - (1) The loss is caused by a "wrongful act" committed while conducting duties related to your governmental operations by or on behalf of you or "your boards".
5. The following replaces Exclusion c., **Claims Or Suits By Insureds Against Insureds**, in Paragraph 2. of **SECTION I - PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE:**
Claims Or Suits By Certain Persons Or Organizations Against Insureds
Loss for which a claim is made or "suit" is brought by or on behalf of any of your current or former insured or any of "your business organizations" against any current or former insured.
6. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE:**
Your Business Organizations
Loss arising out of any activities or operations of any of "your business organizations".
7. The following is added to **SECTION III - LIMITS OF INSURANCE:**
When this insurance and any other policy or insuring clause in a coverage form written by us or any of our affiliated insurance companies and issued to you or any "controlled organization" apply or applied to the same claim or "suit", the most we will pay for damages is the highest limit of insurance that applies or applied to the same claim or "suit" under any one of those policies or clauses.
This paragraph does not apply to umbrella insurance, or excess insurance, written by us or any of our affiliated insurance companies and issued to you or any "controlled organization" specifically to apply in excess of the Limits of Insurance show in the Declarations of this Coverage Part.

8. The following are added to the **DEFINITIONS** Section:

"Controlled organization" means any organization in which any insured owns the controlling ownership interest.

"Indian tribe" means a tribe, band, pueblo, village, or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

"Your business organization" means any business or commercial organization that is owned or operated by, or organized primarily for the financial benefit of, any "Indian tribe" or its members.

9. The following replaces the definition of "independent contractor" in the **DEFINITIONS** Section:

"Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs

duties related to the conduct of your governmental operations because of a contract or agreement between the insured and that person for specified services.

10. The following replaces the definition of "joint powers authority" in the **DEFINITIONS** Section:

"Joint powers authority" means any organization formed by an "Indian tribe" and one or more public entities, or by two or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

11. The following replaces the definition of "leased worker" in the **DEFINITIONS** Section:

"Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of your governmental operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEWLY ACQUIRED OR FORMED BUSINESS ORGANIZATIONS - INDIAN TRIBES

This endorsement modifies insurance provided under the following:
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

SCHEDULE OF INSURED NEWLY ACQUIRED OR FORMED BUSINESS ORGANIZATIONS

PROVISIONS

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE**:

"Employment loss" arising out of the conduct of any business or commercial organization that:

- (1) Is owned or operated by, or organized primarily for the financial benefit of, any "Indian tribe" or its members; and
- (2) You acquire or form during the policy period.

This exclusion does not apply to "employment loss" arising out of the conduct of any business or commercial organization that is shown:

- (1) In the Schedule Of Insured Newly Acquired Or Formed Business Organizations; or
- (2) As a Named Insured in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

1. The following replaces the definition of "network and information security wrongful act" in the **DEFINITIONS** Section:
"Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
 - a. Failure to prevent the transmission of a "computer virus".
 - b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such web-site or such computer or communications network.
 - c. Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
 - d. Failure to provide notification of any actual or potential unauthorized access to, or use of, data containing private or confidential information of others as required by any "security breach notification law" that applies to you.
2. The following replaces the definition of "your computer or communications network" in the **DEFINITIONS** Section:
"Your computer or communications network" means any computer or communications network that you:
 - a. Rent, lease, license or borrow from others; or
 - b. Own or operate.
3. The following is added to the **DEFINITIONS** Section:
"Security breach notification law" means any law or regulation that requires an organization to notify persons that their nonpublic personal information was or may have been accessed or acquired without their authorization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - OTHER EMPLOYMENT LAWS

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

The following replaces Exclusion k., **Other Employment Laws**, in Paragraph 2. of **SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE**:

k. Other Employment Laws

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by any of the following laws, amendments to those laws, regulations issued pursuant to such laws, or any similar or related federal, state or local law or regulation:

- (1) Fair Labor Standards Act, except the Equal Pay Act;
- (2) National Labor Relations Act;

- (3) Worker Adjustment and Retraining Notification Act;
- (4) Consolidated Omnibus Budget Reconciliation Act of 1985;
- (5) Occupational Safety and Health Act; or
- (6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws or regulations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE MANDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraphs 2., 4. and 6. of the **Cancellation** Common Policy Condition:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

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

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

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- d. Failure to comply with reasonable loss control recommendations;
- e. Substantial breach of contractual duties, conditions or warranties; or

- f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

3. The following condition is added and supersedes any other provision to the contrary:

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

4. The following condition is added and supersedes any other provision to the contrary:

Your Right To Loss and Claim Information

We will provide the first Named Insured shown in the Declarations the following information relating to this policy:

- a. The name of the insured;
- b. A list or other record of each loss, not previously reported to any other insurer, of which we were notified in accordance with the terms and conditions of this policy. We will include the date and a brief description of the loss if that information was in the notice we received.
- c. A description of all closed claims and open claims, including the date we received such claims, the amount of any payment for such claims, and the amount of any reserves for such claims.

Amounts reserved are based on our judgment. They are subject to change

and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this policy, we will provide this information to the first Named Insured at the same time that we mail or deliver the notice of cancellation or nonrenewal. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured or its authorized representative. This information will be provided within 30 days of our receipt of the request.

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

5. If your policy includes claims-made liability coverage, the following replaces the first paragraph in Paragraph 5. of **SECTION VI - EXTENDED REPORTING PERIODS:**

A Supplemental Extended Reporting Period of 36 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

6. If your policy includes claims-made liability coverage, the following replaces the third paragraph in Paragraph 5. of **SECTION VI - EXTENDED REPORTING PERIODS:**

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium for this Coverage Part.