



# EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT - VIRGINIA

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT - VIRGINIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE OF COVERAGE LIMITS**

| <b>Coverage</b>   | <b>Limit of Insurance</b>  |
|---|--|
| <b>Employee Benefit Liability Coverage</b><br>Each Employee Limit:<br>Aggregate Limit:<br>Deductible:   | \$1,000,000<br>\$3,000,000<br>\$1,000  |
| <b>Damage to Premises Rented to You</b>   | The Lessor of:<br>a. The Each Occurrence Limit shown in the Declarations; or<br>b. \$500,000 unless otherwise stated: \$ _____ |
| <b>Supplementary Payments</b><br>a. Bail bonds:<br>b. Loss of Earnings:   | \$2,500<br>\$750   |
| <b>Medical Payments</b><br>Medical Expense Limit:   | \$10,000   |
| <b>Property Damage to Borrowed Equipment</b><br>Each Occurrence Limit:<br>Deductible:   | \$10,000<br>\$250  |
| <b>Pollution Exception - Classrooms</b><br>Each Occurrence Limit:   | \$50,000   |
| The Commercial Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided in this Schedule of Coverage Limits. |  |

**1. Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES**:

**Employee Benefit Liability**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission for which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our

discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly

provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

## (2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

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

- (b) **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any law, ordinance or statute.

## (c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

## (d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

## (e) Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any claim based upon:

- 1) Unsatisfactory investment performance;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision whether to participate in any plan included in the "employee benefit program".

## (f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

## (g) ERISA

Damages for which any insured is legally liable as a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

## (h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

## (i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the In-

ternal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

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

**(3) Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

**b. Who is an Insured**

For purposes of **Employee Benefit Liability Coverage** only, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
  - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
  - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

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

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

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

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

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits of Insurance**

For purposes of **Employee Benefit Liability Coverage** only, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

(1) The **Employee Benefit Liability Coverage** Limits of Insurance indi-

cated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS** and the rules below is 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; or
  - (e) Benefits included in your "employee benefit program".
- (2) The **Employee Benefit Liability Coverage**, Aggregate Limit indicated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT SCHEDULE OF COVERAGE LIMITS** is the most we will pay for all damages that you become legally obligated to pay because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to Paragraph (2) above, the **Employee Benefit Liability Coverage**, Each Employee Limit indicated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT SCHEDULE OF COVERAGE LIMITS** is the most we will pay for all damages that you become legally obligated to pay sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions, negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

- (a) 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 the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) 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 we have paid.

**d. Conditions**

For purposes of **Employee Benefit Liability Coverage** only, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or 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. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission 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.

(2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

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

### c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

### e. Definitions

For purposes of **Employee Benefit Liability Coverage** only, **SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiar-

ies, with respect to eligibility for or scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits

and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effective in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

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

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

## 2. Professional Services Liability

- a. For purposes of **Professional Services Liability** only, the following is added to **SECTION I - COVERAGES**:



## Professional Services Liability

### (1) Insuring Agreement

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

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY; EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, 2. Professional Services Liability**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- (b) This insurance applies to injury only if:
- 1) The "bodily injury" is caused by a "professional incident" that takes place in the "coverage territory"; and

2) The earlier of the following first occurs during the "coverage term":

- a) The first "bodily injury" arising from the "professional incident" occurs; or
  - b) The first "bodily injury" arising from the "professional incident" begins to occur.
- (c) "Bodily Injury" caused by a "professional incident" shall be deemed to be caused by an "occurrence".
- (d) The **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** Section applies to coverage provided under **2. Professional Services Liability**.

### (2) Exclusions

This insurance does not apply to:

(a) **Dishonest, Criminal or Malicious Acts**

"Bodily injury" due to acts, errors or omissions of any insured that are dishonest, criminal or malicious.

(b) **Medical Facilities**

"Bodily injury" if the college or school owns or operates an infirmary with facilities for lodging and treatment, or a public clinic or hospital.

(c) **Physician or Physician Assistant**

Any liability arising out of or caused by the professional service of any physician or physician assistant. However, this exclusion does not apply to your liability arising out of or caused by the professional service of any physician or physician assistant.

(d) **Coverage A Exclusions**

Any liability or damages excluded under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** with the following exception:

**2. Exclusions, a. Expected or Intended Injury** is deleted in its

entirety and replaced by the following:

This insurance does not apply to:

**a. Expected or Intended Injury**

"Bodily injury" which may reasonably be expected to result from the intentional acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

This exclusion does not apply to:

- (1) "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- (2) "Bodily injury" caused by the rendering or failure to render "covered professional services".

**b. For purposes of Professional Services Liability only, SECTION II - WHO IS AN INSURED, Paragraph 2.a.(1)(d) is deleted in its entirety and replaced by the following:**

**(d)** Arising out of his or her providing or failing to provide professional healthcare services. However, this does not apply to the rendering of or failure to render "covered professional services" by:

- 1) An "employee" within the scope of their employment by you; or
- 2) A "volunteer worker" but only while performing duties related to the conduct of your business.

**c. For purposes of Professional Services Liability only, SECTION III - LIMITS OF INSURANCE, is modified by the following:**

1. Paragraph 2.a. is deleted in its entirety and replaced by the following:

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

- (1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;
- (2) Damages under **COVERAGE A. BODILY INJURY**

**AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; and

(4) Damages under **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, 2. Professional Services Liability**.

This General Aggregate Limit will not apply if either the Location General Aggregate Limit of Insurance, Paragraph 2.b., or the Construction Project General Aggregate Limit of Insurance, Paragraph 2.c. applies.

2. Paragraph 5. Is deleted in its entirety and replaced by the following:

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

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of all "bodily injury" and "property damage" arising out of any one "occurrence";

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS** because of all "bodily injury" arising out of any one "occurrence"; and

c. Damages under **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, 2. Professional Services Liability** because of:

- (1) All injury resulting from a series of acts or omissions in rendering "covered professional services" to one person; or

- (2) All injury arising out of or in connection with the continuous or repeated exposure to substantially the same conditions;

shall be considered as arising from one "professional incident" regardless of the time frame over which such "professional incidents" or injury occur. A "professional incident" shall be deemed to have first occurred in the "coverage term" in which the earliest "professional incident" occurred.

- d. For purposes of **Professional Services Liability** only, **SECTION - IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance** is deleted in its entirety and replaced by the following:

If other valid and collectable insurance is available to the insured for a loss we cover under **Professional Services Liability**, our obligations are limited as follows:

- (1) This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis.
- (2) We will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit".
- (3) We will pay only our share of the amount of loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured retention amounts under all that other insurance.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured or employer to insure against liability arising from activities of the named insured or employer, its employees, including law enforcement personnel, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such oth-

er insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

- e. For purposes of **Professional Services Liability** only, **SECTION V - DEFINITIONS**, is modified to include the following definitions:

"Covered professional services" means educational counseling services, professional nursing, emergency medical technician, paramedics, psychological or psychometric counseling, athletic training, or speech, hearing, occupational or physical therapy service, treatment or advice.

"Professional incident" means any act or omission in the providing or failure to provide "covered professional services" by your "employee" or your "volunteer worker" to your "employees" or students.

3. **Aircraft, Auto or Watercraft Exclusion Revision**

With respect to the transportation of students only, **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

- g. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge.

However, the insurance provided under this Paragraph (2), only applies to the person who, with your consent, either uses or is responsible for the use of a watercraft.

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged;
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

- (6) "Bodily injury" or "property damage" arising out of or caused by any non-motorized recreational watercraft used for sailing, rowing or sculling that is owned, used by, or rented to an insured.

However, with respect to the insurance provided under this Paragraph (6) only, **SECTION II - WHO IS AN INSURED** is modified to include as an insured any person or organization legally responsible for the use of any such recreational watercraft used for sailing, rowing or sculling that you own, provided the actual use is with your permission.

- (7) An aircraft, provided:
  - (a) It is not owned by any insured;

- (b) It is hired or chartered by or loaned to an insured with a paid and trained crew; and
- (c) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot.

The insurance provided under this Paragraph (7) is excess over any other valid and collectible Insurance (including deductible or self insured retention) or agreement of indemnity available to the insured, whether primary, excess, contingent, or on any other basis. When this insurance is excess, we have the right but not the duty to defend any claim or "suit".

For purposes of insurance provided under this Paragraph (7) only:

- (a) Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured or employer to insure against liability arising from activities of the named insured or employer, its employees, including law enforcement personnel, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement; and
- (b) Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

#### 4. **Medical Malpractice; Clinics, Hospitals and Infirmaries Exclusion**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2.**

**Exclusions** are modified to include the following:

**Medical Malpractice; Clinics, Hospitals and Infirmaries**

If the college or school owns or operates an infirmary with facilities for lodging and treatment, or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by:

- (1) The rendering or failure to render:
  - (a) Medical, surgical, dental, x-ray or nursing service, treatment, advise or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advise or instruction; or
  - (c) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- (3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

**5. Damage to Premises Rented to You**

- a. The last Subparagraph of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of or caused by water damage to premises that are both rented to and occupied by you.
- c. For purposes of **Water Damage Legal Liability** only, as provided in **5. Damage to Premises Rented to You**, Paragraph **b.** above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclu-**

**sion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
  - 1) Assumed in any contract; or
  - 2) Loss caused by or resulting from any of the following:
    - a) Wear and tear;
    - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
    - c) Smog;
    - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
    - e) Settling, cracking, shrinking or expansion; or
    - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (b) Loss caused directly or indirectly by any of the following:
  - 1) Earthquake, volcanic eruption, landslide or any other earth movement;
  - 2) Water that backs up or overflows from a sewer, drain or sump;
  - 3) Water under the ground surface pressing on, or flowing or seeping through:
    - a) Foundations, walls, floors or paved surfaces;
    - b) Basements, whether paved or not; or
    - c) Doors, windows or other openings.
- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:
  - 1) You did your best to maintain heat in the building or structure; or
  - 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:
  - 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**d. Limit of Insurance**

For purposes of this endorsement only, **SECTION III - LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

- 6. Subject to **SECTION III - LIMITS OF INSURANCE, Paragraph 5.** above, The amount we will pay is the lesser of:
  - (1) The **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Each Occurrence Limit** shown in the Declarations; or
  - (2) The **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS, Damage to Premises Rented to You, Limit of Insurance, b.,**

for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

**6. Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. Paragraph 2. is deleted in its entirety and replaced by the following:
  - 2. The Limit of Insurance indicated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS, Supplementary Payments, a.** Bail bonds, for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is deleted in its entirety and replaced by the following:

- 4. The Limit of Insurance indicated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS, Supplementary Payments, b.** Loss of Earnings, for 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 daily loss of earnings due to time off work.

**7. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the Limit of Insurance indicated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS, Medical Payments, Medical Expense Limit.**

**8. Property Damage to Borrowed Equipment**

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

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by **8. Property Damage to Borrowed Equipment,** the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are amended to the Limit of Insurance indicated for the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS, Property Damage to Borrowed Equipment, Each Occurrence Limit.** These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance indicated for the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS, Property Damage to Borrowed Equipment, Each Occurrence Limit** fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount indicated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, SCHEDULE OF COVERAGE LIMITS for Property Damage to Borrowed Equipment**. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offence, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) 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.

**9. Pollution Exception - Classrooms**

- a. **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollutant, (1)(a)** is modified to include the following:

However, **f. Pollutant, (1)(a)** does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

- b. **SECTION III - LIMITS OF INSURANCE, Paragraph 5.** is deleted in its entirety and replaced by the following:
  - 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
    - a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

- b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

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

However, the most we will pay for any coverage available per **9. Pollution Exception - Classrooms** is the **Pollution Exception - Classrooms** Each Occurrence Limit as indicated in the **EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT SCHEDULE OF COVERAGE LIMITS**. This amount is included within and is not in addition to the Each Occurrence Limit.

**10. School Broadcasting and Publication**

- a. **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, j. Insureds in Media and Internet Type Businesses, Paragraph (1)** does not apply within the scope of your activities as a school.

- b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is modified to include the following:

**Retraction or Correction of Erroneous Matter**

Retraction or correction shall be promptly made of any matter which has been published or broadcast through error, mistake, or which is untrue.

- c. **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is modified to include the following:

This insurance does not apply to:

- (1) "Personal and advertising injury" arising out of or caused by the actual or alleged unauthorized collection, use or dissemination of internet user information through web cookies or other online profiting purposes by or on behalf of the insured or for the unlawful access to or invasion of any computer software, operating system or network electronic mail or voice mail system by or on behalf of the insured.
- (2) "Personal and advertising injury" arising out of any claim or "suit" made by any music licensing entity on their behalf or for others alleging the insured's failure to procure or maintain

requisite licenses or payment of royalties.

- (3) "Personal and advertising injury" arising out of or caused by an investigation or proceeding initiated by an administrative or regulatory agency, including, but not limited to, the Federal Trade Commission or the Federal Communications Commission.

d. **SECTION V - DEFINITIONS**, Paragraph 1. is deleted in its entirety and replaced by the following:

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

- (a) Notices that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for the purpose of attracting customers or supporters; and

- (b) Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

## 11. Restraint or Removal of a Student

**SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a. Expected or Intended Injury** is deleted in its entirety and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

This exclusion does not apply to:

- (1) The use of reasonable and necessary force to protect oneself or other persons from physical injury.
- (2) The use of reasonable physical contact or other actions to maintain order and control.

- (3) The use of reasonable and necessary force to settle a disturbance or to remove your student from the scene of a disturbance which threatens "bodily injury" or "property damage."

- (4) The use of reasonable and necessary force to obtain possession of weapons or other dangerous objects, controlled substances or paraphernalia upon or within the control of your student.

## 12. Worldwide Liability Coverage Extension

- a. **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY and COVERAGE C. MEDICAL PAYMENTS** are modified by adding the following to their insuring agreements:

With regard to claims or "suits" brought outside of the territory described in Paragraph a. of the definition of "coverage territory":

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, we will pay you for any reasonable expenses incurred with our written consent in the investigation, settlement or defense of said claim or "suit". However:

- (1) The amount we will pay for judgments or settlements is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- (2) Our duty to pay the reasonable cost of any investigation and defense ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under any coverage provided by this Coverage Part.

With regard only to claims or "suits" brought outside of the territory described in Paragraph a. of the definition of "coverage territory":

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, the insured must make or cause to be made such investigation, defense or settlement as may be reasonably necessary. However:

- (1) All such investigation, defense and settlement negotiations must be conducted under our supervision; and



(2) Settlement of a claim or "suit" may only be made with our prior written authorization.

- b. **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are modified by adding the following:

This insurance does not apply to:

1. Any liability arising out of the ownership, maintenance or use of premises located outside of the territory described in Paragraph **a.** of the definition of "coverage territory"; or
2. Any liability arising out of operations on the premises described in Paragraph **1.** above or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Any liability arising out of goods or products manufactured or distributed from any premises described in **1.** above.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is modified as follows:

1. The following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, but only with regard to claims or "suits" brought outside of the territory described in Paragraph **a.** of the definition of "coverage territory" as modified by **13. Worldwide Liability Coverage Extension, d.1.:**

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, the insured must make or cause to be made such investigation, defense or settlement as may be reasonably necessary. However:

- a. All such investigation, defense and settlement negotiations must be conducted under our supervision; and
  - b. Settlement of a claim or "suit" may only be made with our prior written authorization.
2. The following is added to Condition **5. Other Insurance:**

- d. With regard to claims or "suits" brought outside of the United States of America (including its territories and possessions), Puerto Rico and Canada, to which this insurance applies:

- (1) We will have no duty under any coverage of this endorsement to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers; and
- (2) We will pay only our share of the amount of loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.

3. The following Conditions are hereby added:

(a) **OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE**

Whenever insurance coverage provided by this endorsement would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

(b) **Required Insurance**

This insurance is not a replacement for "required insurance". Insureds must conform with all laws mandating "required insurance". An insured's non-compliance with any such law(s) shall not abrogate the insurance provided under this Coverage Part. Nevertheless, our liability in the event of an insured's non-compliance with a "required insurance" law(s) will be, with regard to claims or "suits" to which both this insurance and any "required insurance" would apply, no greater than it would have

been had the insured been in compliance with the "required insurance" law(s).

We shall not be liable for nor will we pay any fees, fines or penalties which are the result of an insured's non-compliance with any "required insurance" law(s).

**(c) Currency**

The Limits of Insurance set forth in the Declarations for this Coverage Part are denominated in the currency of the United States of America (U.S. dollars). Any payments we make under the terms of this Coverage Part outside of the United States of America in a currency other than United States dollars shall be made at the prevailing currency exchange rate on the date a settlement is made, a judgment is rendered or other payable or indemnifiable expenses are agreed to by us.

In no event shall the total amounts payable or indemnifiable exceed the Limits of Insurance in United States currency for the applicable policy period of portion thereof.

**d. SECTION V - DEFINITIONS** is modified as follows:

1. Definition 6. "Coverage territory" is deleted in its entirety and replaced by the following:

6. "Coverage territory" means:

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

b. All parts of the world (except those where a United States of America Department of State ban is in effect at the time of the "occurrence" or offense, or when a claim or "suit" is brought), if the injury or damage arises out of:

(1) An "occurrence" or offense caused by an insured while performing duties related to the conduct of your business and your business is located within the ter-

ritory described in a. above; or

(2) Goods or products made or sold by you in the territory described in a. above.

2. The following definition is hereby added:

"Required insurance" means any insurance which an insured is obligated to buy from domestic or licensed insurance companies under the laws of any territory, other than the territory described in Paragraph a. of the definition of "coverage territory".

**13. Broadened Who is an Insured**

**Section II - Who is an Insured** is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:

a. Any of your trustees or members of your Board of Governors or clergy if you are a private charitable or educational institution.

b. Any of your board members or commissioners if you are a public board or commission.

c. Any student teachers or student interns who are working or teaching as part of their educational requirements.

d. Each of the following organizations and their members, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization:

(1) Parent support groups;

(2) Alumni groups; and

(3) Student groups.

**14. Automatic Additional Insured by Contract, Permit or Agreement**

For the purposes of this endorsement only:

**A. SECTION II - WHO IS AN INSURED** is amended to include the following:

Any person or organization whom you are required to add as an insured or additional insured under this Coverage Part by reason of:

1. A written contract, permit or agreement; or

2. An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued is an "additional insured", provided:

1. The written or oral contract or agreement is:
  - a. Currently in effect or becomes effective during the policy period; and
  - b. Executed prior to an "occurrence" or offense to which this insurance would apply; and
2. They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

However the insured afforded such "additional insured":

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such "additional insured".

B. With respect to the insurance afforded to these "additional insureds", the following is added to **Section III - LIMITS OF INSURANCE**:

1. The most we will pay on behalf of the "additional insured" is the lesser of the amount of insurance:
  - a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations.
2. **Section 14. Automatic Additional Insured by Contract, Permit or Agreement** shall not increase the applicable Limits of Insurance shown in the Declarations.

C. For purposes of **Section 14. Automatic Additional Insured by Contract, Permit or Agreement** only:

"Additional insured" means a person or organization meeting the requirements of **Section 14. Automatic Additional Insured by Contract, Permit or Agreement**, Paragraph **14.A.(1)** or **(2)**.

#### 15. Fellow Employee Coverage

**SECTION II - WHO IS AN INSURED**, is amended as follows:

Paragraphs **2.a.(1)(a)** and **2.a.(1)(b)** are deleted in their entirety and replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you.

#### 16. Newly Acquired or Formed Organizations

**SECTION II - WHO IS AN INSURED**, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Insurance under this provision is afforded only until the end of the policy period.

#### 17. Unintentional Failure to Disclose Hazards

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is modified to include the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

#### 18. Waiver of Subrogation

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## 19. Broadened Notice of Occurrence

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, Paragraph **a.** is deleted in its entirety and replaced by the following:

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

However, our rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or personal and advertising injury" is not covered under this policy.

## 20. Bodily Injury Redefined

**SECTION V - DEFINITIONS, 4.** "bodily injury" is deleted in its entirety and replaced by the following:

- 4.** "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".