ALLIANCE OF NONPROFITS FOR INSURANCE

A Head for Insurance. A Heart for Nonprofits.

ALLIANCE OF NONPROFITS FOR INSURANCE RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER:
Cooley & Darling Insurance Agency
P.O. Box 1228
Haymarket, VA 20168

POLICY NUMBER: 2015-21516X-UMB

RENEWAL OF NUMBER: 2015-21516-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:
Association of State Title I Directors
532 N Franklin St.
Fort Bragg, CA 95437

Item 2 POLICY PERIOD: FROM 05/01/2015 TO 04/02/2016
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Federally funded education program for children

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

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: $552**

Item 4 LIMITS OF INSURANCE:

a.	Each Occurrence (other than Directors' & Officers' Liability and Improper Sexual Conduct Liability)	1,000,000
	Each Wrongful Act - Directors' & Officers' Liability	Excluded
	Each Occurrence - Improper Sexual Conduct Liability	Excluded
b.	Products Completed Operations Aggregate [(where applicable)]	1,000,000
c.	General Aggregate	1,000,000
d.	Aggregate Directors' & Officers' Liability	Excluded
e.	Aggregate Improper Sexual Conduct Liability	Excluded
f.	Retained Limit	10,000

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
ANI-RRG-E42 07 06, CU 21 33 01 15, SCHEDULE A 01 80, UMB1000 03 99, UMB61 05 13

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

"NOTICE
This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

BY _____
(AUTHORIZED REPRESENTATIVE)
COUNTERSIGNED: 05/21/2015

ANI - RRG - UMB (03112)

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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2015-21516X-UMB CONTROL NUMBER: **21516**

NAME OF INSURED: Association of State Title I Directors

TYPE OF POLICY	APPLICABLE LIMITS		INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit.....	$1,000,000	ANI-RRG 2015-21516X	5/1/2015 TO 4/2/2016
	Uninsured/Underinsured Motorist.....	N/A		
	(Does not include:Terrorism Coverage - Certified Acts)			
(B) Commercial General Liability	Each Occurrence Limit	$1,000,000	ANI 2015-21516X	5/1/2015 TO 4/2/2016
	General Aggregate Limit	$2,000,000		
	Products/Completed Operations Aggregate Limit...	$2,000,000		
	Personal & Advertising Injury Limit	$1,000,000		
	Damage to Premises Rented to You ..... (any one premises)	N/A		
	(Does not include:Terrorism Coverage - Certified Acts)			
(C) Social Service Professional Liability	Each Occurrence Limit	N/A		
	Aggregate Limit	N/A		
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability			
	Bodily Injury by Accident	N/A	Each Accident	
	Bodily Injury by Disease	N/A	Each Employee	
	Bodily Injury by Disease	N/A	Policy Limit	
(E) Improper Sexual Conduct	Each Occurrence Limit	N/A		
	General Aggregate Limit	N/A		
(F) Directors' And Officers'	Each Wrongful Act Limit	N/A		
	Aggregate Limit	N/A		
(G) Liquor Liability	Each Common Cause Limit	N/A		
	Aggregate Limit	N/A		

(03112)

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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2015-21516X-UMB

NAME OF INSURED: Association of State Title I Directors

UMBRELLA FORMS AND ENDORSEMENTS	FORM NUMBER/EDITION DATE
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 07 06
Exclusion of Terrorism	CU 21 33 01 15
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Commercial Umbrella Policy	UMB1000 03 99
Employers' Liability Exclusion	UMB61 05 13

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

COMMERCIAL UMBRELLA POLICY

THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS UNDER COVERAGE A IF THE SCHEDULED UNDERLYING POLICY PROVIDES CLAIMS MADE COVERAGE. IF COVERAGE IS SO PROVIDED ON A CLAIMS MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ CAREFULLY.

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

Other words and phrases that appear in bold print have special meanings found in Section VI - DEFINITIONS.

I. INSURING AGREEMENTS

We, the Company, in return for the payment of the premium, agree with you, as follows:

A. Coverage A -- Excess Liability Insurance (Following Form)

Coverage A is excess insurance and follows the underlying insurance except as otherwise stated in this policy.

We will pay, on behalf of the **insured**, sums in excess of the amount payable under the terms of any Underlying Insurance as stated in the Schedule of Underlying Insurance, that the **insured** becomes legally obligated to pay as damages because of injury or damage to which this insurance applies.

Coverage A is subject to the same terms, conditions, warranties, agreements, exclusions and definitions as the Underlying Insurance except as otherwise provided in this policy; provided, however, that in no event will this insurance apply unless the Underlying Insurance applies or would apply but for the exhaustion of its applicable Limit of Liability.

B. Coverage B -- Umbrella Occurrence Based Liability Coverage Over Retained Limit

Coverage B is excess insurance over a self—insured retention. Coverage B applies only to exposures which are not covered by Coverage A and are not otherwise excluded by this policy or any of the underlying policies.

We will pay, on behalf of the **insured,** damages with respect to liability for loss in excess of the Retained Limit as specified in Item 4(d) of the Declarations, or the amount payable by any **other insurance,** whichever is greater, up to the applicable Limits of Insurance shown in the Declarations when liability is imposed on the **insured** by law or when liability is assumed by the **insured** under an **insured contract** because of:

1. **bodily injury or property damage** which occurs during the **Policy Period** and is caused by an **occurrence;** and
2. **personal injury or advertising injury** to which this coverage applies, caused by an **occurrence** committed during the **Policy Period**.

Coverage B will NOT apply to any loss for which insurance is afforded under Coverage A or which arises out of subjects of insurance or exposures to loss for which Underlying Policies are required to be maintained under Section V - CONDITIONS, I. MAINTENANCE OF SCHEDULED UNDERLYING INSURANCE.

C Extended Reporting (Applicable to Coverage A Only)

1. Extended Reporting Periods

If Scheduled Underlying Policy(ies) provide coverage on a **claims made** basis then, as set forth in Section I, paragraph A above, this policy provides coverage on a **claims made** basis and:

a. We will provide a Basic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it, a Supplemental Extended Reporting Period as described in subparagraph 3 below, IF,
   i) this insurance is cancelled or not renewed; or
   ii) we renew or replace this insurance with other insurance that:
      (a) has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
      (b) does NOT apply to injury or damage on a **claims made** basis.

2. Basic Extended Reporting Period

A Basic Extended Reporting Period, equal in length to the Basic Extended Reporting Period provided in the applicable Underlying Insurance, is automatically provided as set forth above at no additional charge and provides that:

a. claims first made within the Basic Extended Reporting Period; and
b. claims first made after the Basic Extended Reporting Period for injury or damage caused by an **occurrence** and reported to us in writing within the Basic Extended Reporting Period;

will be deemed to have been made during the **Policy Period** of this policy.

The Basic Extended Reporting Period provided in the Underlying Policy means that extended reporting period provided at no additional charge.

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

3. Supplemental Extended Reporting Period
   a. A Supplemental Extended Reporting Period is available only by an endorsement and for an additional charge. This period starts at the end of the Basic Extended Reporting Period and will be equal in length to the Supplemental Extended Reporting Period you purchased in the applicable Underlying Insurance. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the **Policy Period** of this policy, but will be subject to the separate Aggregate Limits of Liability set forth in subdivision c below.

      The Supplemental Extended Reporting Period provided by the Underlying Policy means that extended reporting period provided at an additional charge.

      If the Underlying Policy does not provide a Supplemental Extended Reporting Period then this policy does not offer a Supplemental Extended Reporting Period.

   b. The first named **insured** listed in Item 1 of the Declarations must give us a written request for the Endorsement within 60 days after the end of the **Policy Period**. The Supplemental Extended Reporting Period will NOT go into effect unless the first named **insured** pays the additional premium promptly when due.

   c. If said first named **insured** complies with subdivision b above we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate Aggregate Limits of Liability described below, but only for claims to which this subparagraph 3 applies.

      The separate Aggregate Limits of Liability will be equal to the dollar amount shown in the Declarations in effect at the end of the **Policy Period** for:

      i) General Aggregate Limit;
      ii) Products Completed Operations Aggregate.

      Paragraphs B and C of Section II - LIMITS OF LIABILITY will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in paragraph A of Section II - LIMITS OF LIABILITY.

   d. We will determine the additional premium for the Supplemental Extended Reporting Period in accordance with our rates.

   e. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any **other insurance**, available under policies in force after the Supplemental Extended Reporting Period starts.

4. How Extended Reporting Periods Apply
   a. Extended Reporting Periods apply ONLY to claims for injury or damage which occur before the end of the **Policy Period** but NOT before the Retroactive Date shown in the Declarations.
   b. Extended Reporting Periods do NOT:
      i) extend the **Policy Period** or change the scope of coverage provided;
      ii) reinstate or increase the Limits of Liability applicable to any claim to which this insurance applies, except as described in subparagraph 3 of this section.
   c. Extended Reporting Periods may NOT be cancelled once in effect.

5. Notification Of Injury, Damage or Claim

   Notification of injury, damage or claim must be in accordance with DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR **SUIT** as stated in Section V -CONDITIONS of this policy.

   Any **insured's** failure to comply with any of the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR **SUIT** will void any Extended Reporting Period coverage under this policy, and we will promptly refund any additional premium you paid for the Extended Reporting Period coverage.

II. LIMITS OF LIABILITY – COVERAGES A AND B COMBINED

A. The Limits of Liability, Coverages A and B Combined shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   1. the number of persons and organizations who are **insureds** under this policy;
   2. the number of coverages provided under this policy;
   3. the number of claims made and **suits** brought against any or all **insureds;**
   4. the number of persons or organizations making claims or bringing **suits**.

B. The Products Completed Operations Aggregate as stated in Item 4(b) of the policy Declarations is the most we will pay for all damages to which this policy applies under Coverages A and B because of injury and damages included in the **products-completed operations hazard**.

C. The Directors and Officers Liability Aggregate as stated in Item 4.d. of the policy Declarations is the most we will pay for all damages to which this policy applies for Directors and Officers Liability.

D. The Improper Sexual Conduct Aggregate as stated in Item 4.e. of the policy Declarations is the most we will

pay for all damages to which this policy applies for Improper Sexual Conduct.

E. The General Aggregate as stated in Item 4.c. of the Declarations is the most we will pay for all damages to which this policy applies under Coverages A and B, except for:
   1. damages included in paragraphs B., C. and D. above, and;
   2. coverages included in the Scheduled Underlying Policy(ies) to which no underlying aggregate(s) applies.

F. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been exhausted by payments made on behalf of any **insured** by the Underlying Insurer, this policy shall apply as the applicable Underlying Insurance subject to all the terms and conditions of such Underlying Insurance and the terms and conditions of this policy. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been reduced by payments made on behalf of any **insured** by the Underlying Insurer, this policy will drop down to become immediately excess of the reduced underlying limit. Such claims or **suits** will be subject to the terms of Coverage A.

G. The Limits of Insurance of the Scheduled Underlying Policy(ies) will be reduced or exhausted only by payments made on behalf of the **insured** for injury or damage to which this insurance would apply, but for the amount of such injury or damage.

H. In NO event will our liability under this policy be greater than the total of the Products Completed Operations Aggregate and the General Aggregate as stated in Items 4.b. and 4.c. of the Declarations.

I. The Limits of Insurance of this policy 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 Limit of Insurance.

III. DEFENSE PROVISIONS

A. We will have the same defense obligations under this policy as are in the applicable Scheduled Underlying Insurance when:
   1. The applicable Limits of Liability of the Scheduled Underlying Policies, plus the applicable limits of other insurance have been exhausted by payments, or
   2. Damages are sought for **bodily injury, property damage, personal injury** or **advertising injury** which are not covered by Underlying Insurance or other insurance.

B.
   1. If a Scheduled Underlying Policy includes payments of defense expenses as part of its Limits of Liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense is within the applicable Limits of Liability of this policy and each payment we make for such defense expense reduces the available Limits of Liability by the amount of the payment.
   2. If a Scheduled Underlying Policy does not include payments of defense expense as part of its Limits of Liability, but instead indicates that the payment of defense expense will not reduce its Limits of Liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense will not reduce the available Limits of Liability.
   3. The definition of defense expenses will be subject to the same provisions as the applicable Underlying Insurance.

C. We will not defend any **suit** or claim after we have exhausted the applicable aggregate Limit of Liability as stated in Items 4.c., 4.d. and 4.e. of the Declaration.
   If we are prevented by law from carrying out this paragraph, we will NOT pay any expense incurred without our written consent.

D. In all circumstances for which paragraph A above is not applicable with respect to Coverage A and B, we will NOT be obligated to assume charge or pay the expenses for the investigation, settlement or defense of any claim made, or **suit** brought, or proceedings instituted against any **insured**. We will, however, have the right in our sole discretion to participate in the defense and trial of any claims, **suits** or proceedings which relate to any **occurrence** that may involve this policy. If we avail ourselves of this right, we will do so at our expense.

IV. EXCLUSIONS

Each and every exclusion applicable to the Underlying Insurance also applies to this insurance. Additionally, the following exclusions apply under:

A. UNDER COVERAGE A (EXCESS LIABILITY INSURANCE) AND COVERAGE B (UMBRELLA LIABILITY INSURANCE
   With respect to Coverage A (Excess Liability Insurance) and Coverage B (Umbrella Liability Insurance), this policy does not apply to:
   1. Statutory Obligations To Employees
      to any obligation for which the **insured** or any company as its insurer may be held liable under:
      a. workers' compensation law,
      b. unemployment compensation law,
      c. disability benefits law, or
      d. under any similar state or federal laws.

B. UNDER COVERAGE A (EXCESS LIABILITY INSURANCE)
   In addition to the exclusions in Section A. above, this policy does not apply under Coverage A to:

Any loss not covered by the underlying insurance, and all exclusions now or hereafter contained in the underlying insurance, apply to Coverage A with the same force and effect.

C. UNDER COVERAGE B (UMBRELLA LIABILITY INSURANCE)

In addition to the exclusions in Sections A and B above, this insurance does not apply under Coverage B to:

1. Any injury or damage:
   a. Covered under Coverage A; or
   b. Which would have been covered under Coverage A but for the actual or alleged bankruptcy or insolvency of an underlying insurer or an Insured or the termination of the underlying policy.
2. **Advertising injury** arising out of:
   a. breach of contract, other than misappropriation of advertising ideas under an implied contract;
   b. the failure of goods, products or services to conform with advertised quality or performance;
   c. the wrong description of the price of goods, products, or services; or
   d. an offense committed by an **insured** whose business is advertising, broadcasting, publishing or telecasting.
3. Owned or Leased Aircraft and Aircraft Chartered Without Crew

   to the ownership, entrustment, maintenance, operation, use, loading or unloading of aircraft owned or leased by any **insured** or chartered by or on behalf of any **insured** without crew.
4. Watercraft

   to any liability arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any watercraft owned by any **insured** or rented, loaned, or chartered by or on behalf of any **insured**; however, this exclusion does not apply to:
   a. watercraft while ashore on premises you own or rent; or
   b. watercraft you do not own that is:
      i) less than 26 feet long and not being used to carry persons or property for a charge; or
      ii) less than 26 feet long and chartered by you without crew.
5. Fellow Employees

   Bodily Injury to:
   a. an employee of the **insured** arising out of and in the course of employment by the **insured;** or
   b. the spouse, child, parent, brother or sister of that employee as a consequence of 1. above.

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

   This exclusion does not apply to liability assumed by the **insured** under an **insured** contract.
6. Owned Property And Damage To Your Products Or Work

   to **property damage** to or loss of use of:
   a. property owned or leased by any **insured** or purchased by any **insured** under installment sales contract or property on consignment to any **insured**;
   b. **your product** caused by such product or any of their parts; or
   c. **your work** arising out of the work or out of materials, parts or equipment furnished with such work.
7. Product Recall

   to damages claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
   a. **your product,**
   b. **your work,** or
   c. **impaired property,**

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

   to **property damage** to **impaired property** or property that has NOT been physically injured arising out of:
   a. a defect, deficiency, inadequacy, or dangerous condition in **your product or your work;** or
   b. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms,

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

   to liability arising out of your manufacturing, distributing, selling or serving of alcoholic beverages or to your liability as an owner or lessor of premises used for selling or serving alcoholic beverages.
10. Pollution Liability
    a. to any liability including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
    b. to any loss, cost or expense arising out of any governmental direction or request that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

    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.

11. Employers' Liability
    a. to any liability of any **insured** arising out of injury of an employee in the course of employment by any **insured**; and
    b. to any liability of any **insured** arising out of injury of the spouse, child, parent, brother, or sister of the employee as a consequence of subdivision a above,

    whether the **insured** may be liable as an employer or in any other capacity. ALSO this exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the injury.
12. Services: Fiduciary or Professional
    to liability arising out of:
    a. the performance of or failure to perform any fiduciary duty or service; or
    b. the rendering of or failure to render any professional service, in whatever form, by or on behalf of any **insured**.
13. ERISA
    to liability imposed on the **insured** under the Employees' Retirement Income Security Act (ERISA) of 1974 or any amendments thereto or similar subsequent federal acts or any similar provisions of state statutory or common law.
14. Nuclear Liability
    to Nuclear Energy Liability (see attached Nuclear Liability Exclusion).
15. War Exclusion
    to any liability any **insured** may have, directly or indirectly, occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military terrorism, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
16. Autos
    to the ownership, entrustment, maintenance, operation, use, loading or unloading of **autos**.
17. Coverage A Exclusion
    any liability arising out of any **occurrence** with respect to which any coverage for any other liability, injury or damage is provided by any Underlying Insurance shown in the Schedule of Underlying Insurance.

V. CONDITIONS

A. Appeals
   We can appeal a judgment against any **insured** under this agreement if:
   1. the judgment is for more than the amount of the Retained Limit or the remaining Limits of Liability under the Underlying Insurance, whichever applies; and
   2. the **insured** or the Underlying Insurers do NOT appeal it.

   If we appeal the judgment, we will pay the costs of the appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this policy.

B. Audit Of Books And Records
   We may audit your books and records at any time during the term of this insurance or within three years after its expiration or termination.

C. Financial Impairment
   Bankruptcy, insolvency, rehabilitation, receivership, liquidation or other financial impairment of any **insured** or any insurer providing Underlying Insurance as stated in the Schedule of Underlying Insurance, shall neither relieve nor increase any of our obligations under this policy.
   In the event there is a diminished recovery or no recovery available to any **insured** as a result of such financial impairment of any insurer providing Underlying Insurance, the coverage under this policy shall apply only in excess of the Limits of Liability stated in the Schedule of Underlying Insurance. Under no circumstances shall we be required to drop down and replace the underlying Limits of Liability, or assume any other obligations of a financially impaired insurer or the **insured**.

D. Cancellation
   The first named **insured** in Item 1 of the Declarations may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.
   We may cancel this policy at any time by sending to the first named **insured** in Item 1 of the Declarations a notice of cancellation 30 days (10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured's** last known address, and will indicate the date on which coverage is terminated.
   If cancellation is at the request of the first named **insured,** return premium will be computed at 90% of pro rata. If we cancel, return premium will be computed pro rata. If this policy insures more than one named **insured,** cancellation may be effected by the first named **insured** listed in Item 1 of the Declarations for the account of all the named **insureds**. Notice of cancellation by us to such first named **insured** will be deemed notice to all **insureds** and payment of any return premium to such first named **insured** will be for the account of all interests.
   In the event that provisions of this condition conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

F. Duties In The Event Of Occurrence, Claim Or **Suit**

1. You MUST see to it that we are notified as soon as practicable of an **occurrence** which may result in a claim. To the extent possible, notice should include:
   a. how, when and where the **occurrence** or offense took place;
   b. the names and addresses of any injured persons and witnesses; and
   c. the nature and location of any injury or damage arising out of the **occurrence** or offense.
2. If a claim is made or **suit** is brought against any **insured**, you must:
   a. immediately record the specifics of the claim or **suit** and the date received; and
   b. 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.
3. You and any other involved **insured** must:
   a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit;**
   b. authorize us to obtain records and other information;
   c. cooperate with us in the investigation, settlement or defense of the claim or **suit**; and
   d. assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
4. No **insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
5. Except with respect to Directors and Officers Liability, notice of an **occurrence** is not notice of a claim.

G. First Named Insured

The person or organization first named in Item 1 of the Declarations shall be known as the first named **insured** and is primarily responsible for the payment of all premiums. The first named **insured** will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this policy. The first named **insured** is authorized to request the Supplemental Extended Reporting Period Endorsement and request changes in the terms of this policy.

H. Inspection

We have the right, but are NOT obligated to inspect your premises and operations at any time. Our inspections are NOT safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We do NOT undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do NOT warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

I. Maintenance Of Scheduled Underlying Insurance

While this policy is in effect you agree to maintain the Underlying Insurance listed in the Schedule of Underlying Insurance in full force. THIS MEANS THAT:

1. the Scheduled Underlying Policy(ies) may NOT be cancelled or NOT renewed by either you or the Underlying Insurer without notifying us;
2. renewals or replacements will NOT be more restrictive in coverage;
3. terms, conditions and endorsements of the Scheduled Underlying Policy(ies) will NOT materially change;
4. the risk of uncollectibility (in whole or in part) of the Scheduled Underlying Policy(ies) limits as listed in the Schedule of Underlying Insurance, or replacements thereof, whether because of financial impairment or insolvency of an Underlying Insurer or for any other reason, is expressly retained by you and is not in any way or under any circumstances insured or assumed by us; and
5. Limits of Insurance will NOT change except for any reduction in the aggregate limit or Limits of Insurance by payment of claims hereunder.

   Your failure and/or your Underlying Insurer's failure to comply with this condition will NOT invalidate this policy but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

J. Other Insurance

If **other insurance** applies to claims covered by this policy, the insurance under this policy is excess of such **other insurance** and we will NOT make any payments until the **other insurance** has been used up. This condition shall not apply, however, if the other insurance is specifically written to be excess over this policy.

Except to the extent stated in this policy, this insurance is NOT subject to the terms, conditions, or limitations of any **other insurance**.

K. Transfer of Rights of Recovery Against Others to Us.

If any **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **insured** must do nothing to impair these rights or the transfer thereof to us. The **insured** will cooperate with us and, at our request, will assist in the pursuit and enforcement of those rights. If there is any money recovered, we will disburse that money, as follows:

1. first, we will repay any actual payment made by the **insured** that is in excess of the Retained Limit.
2. second, we will be repaid to the extent of our actual payment; and

3. third, if any money remains, the **insured** or any underlying insurer will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money, we will share the expenses with the **insured** or any underlying insurer in proportion to the amount that each is repaid. If our recovery attempt is not successful, we will bear all of the recovery expenses.

L. Premium

The premium for this policy as stated in Item 3 of the Declarations is a flat premium and is subject to a minimum and deposit premium, if applicable. It is NOT subject to adjustment UNLESS:

1. a rate is shown in Item 3 of the Declarations; or
2. an endorsement or endorsements are attached to this policy changing the Limit of Liability, adding or changing an Underlying Policy, changing the **Policy Period** or extending the policy reporting period.

If a flat premium is charged, and a minimum premium is shown in Item 3 of the Declarations, then that minimum premium is fully earned as of the inception of this policy.

M. Representations

By accepting this policy, you agree that:

1. the statements in the Declarations are accurate and complete;
2. those statements are based upon representations you made to us; and
3. we have issued this policy in reliance upon your representations.

N. Titles Of Paragraphs

The titles of the varied Sections, Paragraphs, and Subparagraphs of this policy and endorsements attached to this policy, if any, are inserted solely for convenience or reference and are NOT to be deemed in any way to limit or affect the provisions to which they relate.

O. Transfer Of Rights And Duties

Your rights and duties under this insurance may NOT be transferred without our written consent, except if you die.

P. When Loss Is Payable

This policy will NOT apply until the **insured,** or the **insured's** Underlying Insurer is obligated to pay the amount of the underlying limit or Retained Limit for an **occurrence** which is also covered by this policy. When the amount of loss has finally been determined we will promptly pay on behalf of the **insured** the amount of loss which falls within the terms of this policy.

If we are required, or at our sole discretion elect, to pay any amounts on behalf of the **insured** within the Retained Limits, the first named **insured** listed in Item 1 of the Declarations will promptly reimburse us for any such amounts.

VI. DEFINITIONS

A. Applicable to Coverage A only

The bold face terms appearing in this policy have the meanings as set forth in the Underlying Policy(ies); but, if no definition appears in such Underlying Policy(ies) or if Coverage B applies the definitions in paragraph B immediately below will apply.

B. Applicable to Coverage B

The bold face terms appearing in this policy have the meanings as set forth below.

1. **Advertising Injury**

   Means:

   Injury arising out of one or more of the following offenses:

   a. 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;
   b. oral or written publication of material that violates a person's right of privacy;
   c. misappropriation of advertising ideas or style of doing business; or
   d. infringement of copyright, title or slogan;

   committed or alleged to have been committed during the **Policy Period** in any advertisement, publicity article, broadcast or telecast and arising out of the **insured's** advertising activities.

2. **Auto**

   Means:

   A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; but, does NOT include **mobile equipment.**

3. **Bodily Injury**

   Means:

   bodily injury, sickness, disease, disability, shock, mental anguish, mental injury and humiliation, including resulting death.

4. **Claims Made**

   Means:

   Coverage provided under an Underlying Policy that applies to injury or damage caused by an **occurrence** where (1) the injury or damage takes place on or after the Retroactive Date shown in the Declarations and before the termination of the policy; and (2) the claim for such injury or damage is first made against any **insured** during the **Policy Period** or any Extended Reporting Period purchased under this policy.

5. **Impaired Property**

   Means:

   Tangible property, other than **your product or your work,** that cannot be used or is less **useful because:**

   a. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
   b. you have failed to fulfill the terms of a contract or agreement relating to **your product** or **your work**;

   if such property can be restored to use by:

   a. the repair, replacement, adjustment, or removal of **your product or your work;** or

b. your fulfilling the terms of the contract or agreement.

6. **Named Insured and Insured**

Each of the following is an **insured** to the extent set forth below:

a. the term named **insured** as used herein means any individual or organization stated in Item 1. of the Declarations as a named **insured** and:
   i) if you are an organization other that a partnership or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage;
   ii) if you are an individual, your spouse, but only with respect to the conduct of the business of which you are sole owner; or
   iii) if you are a partnership or a joint venture, your partners or members and their spouses, but only with respect to their conduct of your business.

b. The term **insured** as used herein means the named **insured** and:
   i) any person, organization, trustee or estate that has obligated you by written contract to provide the insurance that is afforded by this policy, but only with respect to liability arising out of **your work, your property** and to property owned or used by you;
   ii) at your option and subject to the terms of this policy, any person, organization, trustee, or estate (other than the named **insured**) included as an additional **insured** in the Underlying Insurance, but only with respect to liability arising out of **your work, your product** or property owned or used by you;
   iii) your executive officers, directors and stockholders, but only within the scope of their duties as such;
   iv) at your option and subject to the terms of this policy, any of your employees while within the scope of their employment by you, except for:
      (a) **Bodily injury** or **property damage** arising out of the use of an **auto**, other than one owned by, loaned to, or hired by you;
      (b) **Bodily injury** or **personal injury** to you or your co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such **bodily injury** or **personal injury** or for any obligation to share damages with or repay someone else who must pay damages because of the injury.
   v) any person who has your permission to use an **auto** owned by, loaned to you, or hired for use by you, and any person or organization legally responsible for the use of that **auto**; or
   vi) any person (other than your employee) or any organization while acting as manager of your real estate.

7. **Insured Contract**

Means:

a. a lease of premises;
b. a sidetrack agreement;
c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad,
d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
e. an elevator maintenance agreement;
f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, an **insured contract** does not include that part of any contract or agreement:

a. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   i) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
   ii) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
b. under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in subdivision a above and supervisory, inspection or engineering services.

8. **Mobile Equipment**

Means:

Any of the following types of land vehicles, including any attached machinery or equipment:

a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
b. vehicles maintained for use solely on or next to premises you own or rent;
c. vehicles that travel on crawler treads;
d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   i) power cranes, shovels, loaders, diggers or drills; or

ii) road construction or resurfacing equipment such as graders, scrapers or rollers;

e. vehicles not described in subdivisions a, b, c, or d above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   i) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   ii) cherry pickers and similar devices used to raise or lower workers;

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

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

a. equipment designed primarily for:
   i) snow removal;
   ii) road maintenance, but not construction or resurfacing;
   iii) street cleaning;

b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. **Occurrence**
   Means:
   a. an accident, including continuous and repeated exposure to substantially the same general harmful conditions which results in **bodily injury** or **property damage** which is neither expected nor intended from the standpoint of the **insured.** All such exposure to substantially the same general conditions will be considered as arising out of one **occurrence**;
   b. with respect to **personal injury**, only the offenses specified in DEFINITION 11. All damages arising out of substantially the same offense will be considered as arising out of one **occurrence**;
   c. with respect to **advertising injury** only the offenses listed in DEFINITION 1. All damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, the number of claimants and all such damages will be considered as arising out of one **occurrence**; and
   d with respect to **professional liability and directors & officers liability**, a breach of duty, neglect, error, omission, misstatement, misleading statement, or other wrongful act as defined by the Scheduled Underlying Insurance. All damages involving the same wrongful act or a series of continuous or interrelated wrongful acts will be considered as arising out of one **occurrence**; and
10. **Other Insurance**
    Means:
    Insurance other than Scheduled Underlying Insurance or insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.
11. **Personal Injury**
    Means:
    One or more of the following offenses:
    a. false arrest, false imprisonment, wrongful detention or malicious prosecution;
    b. libel, slander, defamation of character, or oral or written publication of material that violates a person's right of privacy, unless arising out of advertising activities;
    c. discrimination EXCEPT:
       i) when arising out of the willful violation of a statute; or
       ii) when committed by or with knowledge or consent of an **insured.**
    d. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of the owner, landlord or lessor, or by a person claiming to be acting on behalf of the owner, landlord or lessor.
12. **Policy Period**
    Means:
    the period of time stated in Item 2 of the Declarations.
13. **Products - Completed Operations Hazard**
    Means:
    a. All **bodily injury and property damage** arising out of **your product** or **your work** but only if the **bodily injury and property damage:**
       i) arises from products no longer in your physical possession; or
       ii) occurs after **your work** has been completed or abandoned.
    b. **Your work** will be considered completed at the earliest of the following times:
       i) when all of the work called for in your contract has been completed; or
       ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
       iii) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
    c. Work that may need service, maintenance, correction, repair or replacement but which is

otherwise complete, will be treated as completed;

d. The **products - completed operations hazard** does NOT include **bodily injury or property damage** arising out of:
   i) the transportation of property unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it;
   ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

14. **Professional Liability**
Means:
any liability of the **insured** for damages covered by any Scheduled Underlying Insurance arising out of our attributable to any breach of duty, neglect, error, omission, misstatement, misleading statement or other wrongful act as defined in the Scheduled Underlying Insurance.

15. **Property Damage**
Means:
   a. physical injury to tangible property which occurs during the **Policy Period**, including all resulting loss of use of such property resulting from it at any time; or
   b. loss of use of tangible property which has NOT been physically injured or destroyed, provided such loss of use is caused by an **occurrence** during the **Policy Period**.

16. **Suit**
Means:
A civil proceeding in which damages because of **bodily injury, property damage, personal injury, advertising injury,** or **professional liability** to which this insurance applies are alleged, including, without limitation:
   a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

17. **Your Product**
Means:
   a. any goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:
      i) you;
      ii) others trading under your name; or
      iii) a person or organization whose business or assets you have acquired; and
   b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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

Your product does NOT include vending machines or other property rented to or located for the use of others but not sold.

18. **Your Work**
Means:
   a. work or operations performed by you or on your behalf; and
   b. materials, parts or equipment furnished in connection with such work or operations.

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

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does NOT apply to **bodily injury**, **property damage**, **advertising injury**, **personal injury** or **professional liability** if applicable:

A. 1. to **bodily injury** or **property damage**
   a. 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 or 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
   b. resulting from the hazardous properties of nuclear material and with respect to which:
      i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
      ii) 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, with any person or organization.

   2. 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.

   3. to **bodily injury** or **property damage** resulting from the hazardous properties of nuclear material, if:
      a. the nuclear material:
         i) is at any nuclear facility owned by, or operated by or on behalf of, an **insured**; or
         ii) has been discharged or vhdispersed therefrom;
      b. 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
      c. 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.

B. As used in this exclusion:
   1.
      a. hazardous properties include radioactive, toxic or explosive properties;
      b. nuclear material means source material, special nuclear material or by-product material;
      c. 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;
      d. spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

   2. Waste
      Means:
      a. any waste material:
         i) 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
         ii) 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.

   3. Nuclear facility
      M*eans:*
      a. any nuclear reactor;
      b. any equipment or device designed or used for:
         i) separating the isotopes of uranium or plutonium,
         ii) processing or utilizing spent fuel, or
         iii) handling, processing or packaging waste;
      c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of 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;

   4. Nuclear reactor
      Means:
      a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
      b. property damage includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

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

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

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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ALLIANCE OF NONPROFITS FOR INSURANCE

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY EXCLUSION

This insurance does not apply to any liability for bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, and, if arising out of the foregoing, mental anguish or mental injury sustained by:

1. An employee of the insured arising out of and in the course of employment by the insured; or

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

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and

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