



The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

POLICY NUMBER: CSU0072237

PREVIOUS POLICY NUMBER: CSU0072237

NAMED INSURED AND MAILING ADDRESS:

La Salle Charter Schools, Inc.; De La Salle, Inc.; De La Salle Middle School, Inc.

Refer to Named Insured Schedule CSIA409
1106 N JEFFERSON AVE
SAINT LOUIS MO 63106

PRODUCER - Your contact for matters pertaining to this policy: 24-060
Charles L. Crane Agency Company
100 N Broadway Ste 900
Saint Louis MO 63102

Surplus Lines Broker:
0410986
CSU Producer Resources, Inc.
6200 South Gilmore Road
Fairfield, OH 45014-5141
Scott Hintze

Policy Period: From 07/01/2021 To 07/01/2022 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Form of Business:

Individual Partnership Corporation Joint Venture Limited Liability Company Other

Business Description: Charter School

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
DEPOSIT PREMIUM	
Commercial General Liability	\$ 5,807.00
Terrorism Risk Insurance Extension Act	\$ 87.00
Broker Fee	\$ 35.00
TOTAL POLICY PREMIUM	\$ 5,929.00
CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.	
Surplus Lines Taxes	\$ 296.45
Stamping Fee	N/A
Other Taxes or Fees	N/A
TOTAL	\$ 6,225.45

Premium is subject to annual audit: Yes No

NOTICE TO POLICYHOLDER:

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

Billing Method: **Agency Bill**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:

Refer to Forms and Endorsements Schedule CSIA406

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

Signed by: _____ Date _____
(Authorized representative or countersignature, where applicable)

POLICY NUMBER CSU0072237

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

This Schedule supplements the Declarations.

SCHEDULE

Named Insured: La Salle Charter Schools, Inc.; De La Salle, Inc.; De La Salle
Middle School, Inc.

Forms and Endorsements Schedule

POLICY NUMBER: CSU0072237

POLICY EFFECTIVE DATE: 07/01/2021

La Salle Charter Schools, Inc.; De La Salle, Inc.; De La Salle

NAMED INSURED: Middle School, Inc.

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA410 (03/08) Notice to Policyholders
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA404 (08/07) Service of Suit
CSIA403 (11/17) Special Provisions - Premium

Forms Applicable - Commercial General Liability

CSGA513 (02/11) Commercial General Liability Sexual Misconduct or Sexual Molestation Liability Coverage Part Declara
CSGA478 (02/11) Self Insured Retention
CSGA475 (02/11) Commercial General Liability Sexual Misconduct or Sexual Molestation Premises Schedule
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule
CSGA108TOC (02/13) Commercial General Liability Sexual Misconduct or Sexual Molestation Liability Coverage Form Table o
CSGA108 (02/13) Commercial General Liability Sexual Misconduct or Sexual Molestation Liability Coverage Form
CSGA4013 (08/11) Calculation of Premium
CSGA476 (02/11) Limitation - Defense Costs Included Within Limits of Insurance
CSGA477 (02/11) Nuclear Energy Liability Exclusion Endorsement
IL0017 (11/98) Common Policy Conditions

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

NOTICE TO POLICYHOLDERS

Please be advised that in your application for insurance you disclosed information to The Cincinnati Specialty Underwriters Insurance Company, a subsidiary of The Cincinnati Insurance Company. The information disclosed in the application and all information collected by this company or The Cincinnati Insurance Company, The Cincinnati Casualty Company or The Cincinnati Indemnity Company may be shared among all four companies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements subject to the federal Terrorism Risk Insurance Act and any amendments and extensions thereto

- A.** The following definition is added with respect to the provisions of this endorsement:

"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 the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

- B. Cap On Losses from Certified Acts of Terrorism**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that ex-

ceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- C. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion, does not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or Endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" contributes concurrently or in any sequence to the loss.

- D. Sunset Clause**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

POLICYHOLDER NOTICE

TERRORISM INSURANCE COVERAGE

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

Your policy may contain coverage for certain losses caused by terrorism.

Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

Federal Participation:

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- **Schedule:**

Federal Share of Terrorism Losses	
Percentage	Calendar Year
85%	2015
84%	2016
83%	2017
82%	2018
81%	2019
80%	2020

Cap on Insurer Participation:

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

NOTE: IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Schedule

Service of Process will be accepted by:

Cincinnati Specialty Underwriters
c/o Richard Hill
6200 South Gilmore Road
Fairfield, OH 45014

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

It is further agreed that service of process in such suit may be made upon the party shown in the Schedule above and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - PREMIUM

This endorsement modifies the policy to add the following special provisions:

SCHEDULE

Deposit Premium and Minimum Premium

The minimum premium is equal to 100% of the deposit premium.

Cancellation Minimum Earned Premium

Cancellation minimum earned premium is equal to 25 % of the total policy premium.

We will compute all premiums for coverage in accordance with our rules and rates.

The deposit premium is subject to audit when indicated as such on the declarations. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the due date on the bill.

If the earned premium is less than the deposit premium paid for the policy period, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. If the earned premium is greater than the deposit premium paid for the policy period the additional premium shall become due and payable to the company.

Deposit premium is the premium stated in the Declarations payable in full at the inception of the policy.

Earned premium is computed by applying the policy rates to the actual premium basis for the audit period.

Minimum premium is the lowest amount to be retained as premium for the policy period. The minimum premium is equal to 100% of the deposit premium shown in the Declarations unless otherwise indicated in the Schedule above.

Cancellation minimum earned premium is the minimum amount to be retained as premium if you request cancellation of this policy. Cancellation minimum earned premium is equal to 25% of the total policy premium shown in the Declarations unless otherwise indicated in the Schedule above.

Any premium shown as flat charge is fully earned and is not subject to the cancellation minimum earned premium.

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

Failure to pay any premium(s) due, including any additional audit premium(s) will subject this policy, and/or any additional or subsequent policies, to cancellation for non-payment of premium.

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

**COMMERCIAL GENERAL LIABILITY
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY
COVERAGE PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: CSU0072237 Effective date: 07/01/2021
Named Insured: La Salle Charter Schools, Inc.; De La Salle, Inc.; De La Salle Middle School, Inc.

LIMITS OF INSURANCE

EACH CLAIM LIMIT \$ 1000000
GENERAL AGGREGATE LIMIT \$ 2000000

RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO INJURY ARISING OUT OF OR CAUSED BY "SEXUAL MISCONDUCT OR SEXUAL MOLESTATION" WHICH WAS COMMITTED BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: 09/15/2003

Enter date or NONE if no retroactive date applies.

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

Refer to Forms and Endorsements Schedule **CSIA 406**

COMMERCIAL GENERAL LIABILITY PREMISES SCHEDULE: Refer to Commercial General Liability Sexual Misconduct or Sexual Molestation Premises Schedule **CSGA 475**

COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE: Refer to **CSGA 408**

TOTAL DEPOSIT PREMIUM \$5807

Premium is subject to annual audit: Yes No

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF INSURED RETENTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY SEXUAL MISCONDUCT OR SEXUAL MOLESTATION
COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:	La Salle Charter Schools, Inc.; De La Salle, Inc.; De La Salle Middle School, Inc.
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SCHEDULE

Liability Coverage is subject to one of the following two self insured retentions shown below as indicated in the selection box before each option:

<input type="checkbox"/> Liability self insured retention:	\$	"Each claim"
<input checked="" type="checkbox"/> Liability self insured retention Including Expenses:	\$ 2500.00	"Each claim"
<p>Our obligation under SECTION I - COVERAGE to pay damages or "claims adjustment expenses" applies only to the amount of damages and "claims adjustment expenses" that are in excess of the self insured retention amount stated.</p>		
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>		

Liability Coverage is changed as follows:

A. Our Obligation

Our obligation under **SECTION I - COVERAGE** to pay damages on your behalf applies only to the amount of damages or "claim adjustment expense", if applicable, in excess of any self insured retention amounts stated in the Schedule above as applicable to such coverage.

B. Liability Coverage self insured retention

If a Liability self insured retention, and not a Liability self insured retention Including Expenses is shown in the Schedule, the damages resulting from "each claim" that is otherwise payable under Liability Coverage will be reduced by the Liability self insured retention shown in the Schedule.

C. Liability self insured retention including Expenses

If a Liability self insured retention Including Expenses retention, and not a Liability self insured retention, is shown in the Schedule, the damages or "claims adjustment expenses" resulting from "each claim" that is otherwise payable under Liability Coverage will be reduced by the Liability self insured retention Including Expenses retention shown in the Schedule.

D. Our Right to Reimbursement

To settle any claim or "suit" we may pay all or any part of any self insured retention shown in the Schedule. If this happens, you must reimburse us for the self insured retention or the part of the self insured retention we paid.

E. Terms

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 in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the self insured retention amount.

F. Definitions

For the purposes of this endorsement, "claims adjustment expenses" means expenses to investigate, negotiate, defend and settle claims made under this policy, including expenses paid by us to third parties for legal fees, expert witness fees, medical examinations fees, investigation fees, appraisal fees, mediation or arbitrations fees, public record fees and other expenses relating to the investigation, negotiation, settlement or defense of any claim under the policy. "Claims adjustment expenses" do not include the salaries of our employees.

COMMERCIAL GENERAL LIABILITY SEXUAL MISCONDUCT OR SEXUAL MOLESTATION PREMISES SCHEDULE

POLICY NUMBER: CSU0072237

POLICY EFFECTIVE DATE: 07/01/2021

La Salle Charter Schools, Inc.; De La Salle, Inc.; De La Salle
NAMED INSURED: Middle School, Inc.

LOC.	ADDRESS
1	1106 N JEFFERSON AVE SAINT LOUIS MO 63106

Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0072237

POLICY EFFECTIVE DATE: 07/01/2021

NAMED INSURED: La Salle Charter Schools, Inc.; De La Salle, Inc.; De La Salle Middle School, Inc.

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Sexual Misconduct Liability - Rate Group 5: All Others Not Listed in Rate Groups 1, 2, 3, and 4	20235	U, 140	41.476		\$5,807	

**COMMERCIAL GENERAL LIABILITY
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY
COVERAGE FORM
TABLE OF CONTENTS**

	Page No.
SECTION I - COVERAGE	1
1. Insuring Agreement	1
2. Exclusions	2
SUPPLEMENTARY PAYMENTS - SECTION I - COVERAGE	2
SECTION II - WHO IS AN INSURED	3
SECTION III - LIMITS OF INSURANCE	3
SECTION IV - CONDITIONS	3
1. Bankruptcy	3
2. Duties in the Event of Occurrence, Offense, Sexual Misconduct or Sexual Molestation, Claim or Suit	4
3. Legal Action Against Us	4
4. Other Insurance	4
5. Premium Audit	4
6. Representations	4
7. Separation Of Insureds	4
8. Transfer of Rights of Recovery Against Others to Us	5
9. Two or More Coverage Forms or Policies Issued by Us	5
10. When We Do Not Renew	5
SECTION V - EXTENDED REPORTING PERIOD	5
SECTION VI - DEFINITIONS	5
1. "Authorized representative"	5
2. "Auto"	6
3. "Coverage territory"	6
4. "Each claim"	6
5. "Employee"	6
6. "Executive officer"	6
7. "Leased worker"	6
8. "Mobile equipment"	6
9. "Occurrence"	7
10. "Sexual misconduct or sexual molestation"	7
11. "Suit"	7
12. "Temporary worker"	7
13. "Volunteer worker"	7
14. "Workplace"	7

COMMERCIAL GENERAL LIABILITY SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY COVERAGE FORM

THIS IS A CLAIMS MADE POLICY

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

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

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

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

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury to a person arising out of an act of "sexual misconduct or sexual molestation" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "sexual misconduct or sexual molestation" to which this insurance does not apply. We may, at our discretion, investigate any act of "sexual misconduct or sexual molestation" 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 expressly provided for under **SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to injury only if:

- (1) The injury is caused by "sexual misconduct or sexual molestation" that takes place in the "coverage territory";
 - (2) The "sexual misconduct or sexual molestation" did not occur or begin to occur before the Retroactive date, if any, shown in the Declarations or after the end of the policy period;
 - (3) A claim for damages because of the injury is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under **Section V - Extended Reporting Periods**;
 - (4) Prior to the policy period you did not know, per Paragraph **1.d.** below that the "sexual misconduct or sexual molestation" had occurred or had begun to occur, in whole or in part.
- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph **a.** above.
- d. You will be deemed to know that "sexual misconduct or sexual molestation" has occurred at the earliest time when any "authorized representative":
- (1) Reports all, or any part, of the "sexual misconduct or sexual molestation" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "sexual misconduct or sexual molestation";
 - (3) First observes, or reasonably should have first observed, the "sexual misconduct or sexual molestation";
 - (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "sexual misconduct or sexual mo-

lestation" had occurred or had begun to occur; or

- (5) Becomes aware, or reasonably should have become aware, of a condition from which "sexual misconduct or sexual molestation" was substantially certain to occur.

2. Exclusions

This insurance does not apply:

- a. To an insured who actually or allegedly personally participated in or condoned any act of "sexual misconduct or sexual molestation".

However, Paragraph a. shall not apply unless and until one of the following occurs:

- (1) The insured is convicted of a criminal offense arising from the alleged "sexual misconduct or sexual molestation";
- (2) The insured pleads guilty or no contest to a criminal charge or charges arising from the alleged "sexual misconduct or sexual molestation";
- (3) The insured admits to their personal participation in or condoning of the alleged "sexual misconduct or sexual molestation"; or
- (4) The insured's personal participation in or condoning of the alleged "sexual misconduct or sexual molestation" is determined to have occurred by a court of competent jurisdiction in a civil action, at which point our duty to defend the insured or pay damages on behalf of the insured shall cease.

- b. To the cost of defense of, or the cost of paying any fines for any person resulting from actual or alleged violation of any penal or criminal statute.
- c. To any injury arising out of any actual or alleged violation of a penal statute or ordinance committed by or with the knowledge of consent of any insured.
- d. To liability assumed by the insured under any contract or agreement. However, this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- e. To any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- f. To any injury to:
 - (1) An "employee" of the insured sustained in the "workplace";

- (2) An "employee" of the insured arising out of the performance of duties related to the conduct to the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) 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.
- g. To any exemplary or punitive damages.
 - h. To any injury arising out of any ownership, maintenance, operation use or entrustment of any "auto", aircraft, watercraft or "mobile equipment".
 - i. To any liability, claim or "suit" for any form of injunctive, declaratory, equitable or non-monetary relief.

SUPPLEMENTARY PAYMENTS - SECTION I - COVERAGE

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

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

(1) Injury:

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

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

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

b. Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

3. Any trustees, official, member of the board of governors or clergyman but only with respect to their duties as such.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds under this insurance or of the number of claims made or "suits" brought. Our liability is limited as follows:

- a. The General Aggregate as stated in the Declarations is the most we will pay for the sum of all damages for all claims, "suits" or injury to which this insurance applies.
- b. Subject to the General Aggregate provisions, our total liability for all damages because of all injury arising out of "each claim" covered by this insurance shall not exceed the "Each Claim" Limit as stated in the Declarations.

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

SECTION IV - CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of Occurrence, Offense, Sexual Misconduct or Sexual Molestation, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "sexual misconduct or sexual molestation" which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence", offense or "sexual misconduct or sexual molestation" 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", offense or "sexual misconduct or sexual molestation".
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

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

4. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance or self-insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part. 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".

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

7. Separation of Insureds

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

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

8. Transfer of Rights of Recovery Against Others to Us

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

9. Two or More Coverage Forms or Policies Issued by Us

If two or more liability coverage forms, coverage parts or policies issued to you by us or any company affiliated with us apply to the same injury or claim for damages, the maximum Limits of Insurance shall not exceed the highest applicable Limits of Insurance available under any one coverage form, coverage part or policy. This condition does not apply to any coverage form, coverage part or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

10. When We Do Not Renew

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

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

SECTION V - EXTENDED REPORTING PERIOD

- 1. Upon termination or cancellation of this policy for any reason other than non-payment of premium:

- a. You have the right to report to us any claim or "suit" brought against any insured as a result of any injury caused by a "sexual misconduct or sexual molestation" to which this insurance applies. Any notice must be reported to us, not later than 60 days after the date of non-renewal or termination, in accordance with Paragraph 2. of **Section IV - Duties in the Event of Occurrence, Offense, Sexual Misconduct or Sexual Molestation, Claim or Suit**; or
- b. We may provide at our option, for an additional premium, an Extended Reporting Period of not less than twelve months. The option to purchase the Extended Reporting Period shall terminate unless written notice of your intention to purchase it, along with the additional premium due, is received by

us within 30 days after the effective date of the termination or cancellation. The entire premium for the Extended Reporting Period, if purchased, shall be fully earned at the commencement of such Extended Reporting Period. Any Extended Reporting Period provided in Paragraph 1.a. above is included in and not in addition to any Extended Reporting Period as described in this paragraph.

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

The Extended Reporting Period shall not provide a new, additional or renewed aggregate Limit of Insurance. The Limit of Insurance applicable to any claim made during the Extended Reporting Period is subject to Paragraph 1.(a) and (b) as stated in **Section III - Limits of Insurance**.

The Extended Reporting Period shall be deemed to be part of the policy period and not in addition thereto.

SECTION VI - DEFINITIONS

- 1. "Authorized representative" means:
 - a. If you are:
 - (1) An individual, you are an "authorized representative".
 - (2) A partnership or joint venture, your members, and your partners, are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
 - b. Your "employees":
 - (1) Assigned to manage your insurance program; or
 - (2) Responsible for giving or receiving notice of a "sexual misconduct or sexual molestation", claim or "suit";
 are also "authorized representatives".

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

3. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above; or
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business;

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

4. "Each claim" means that regardless of:

- (1) The number of acts of "sexual misconduct or sexual molestation";
- (2) The period of time over which such acts occurs; or
- (3) The number of persons acted upon,

all injury arising out of all covered acts of "sexual misconduct or sexual molestation" by the same person, or by two or more persons acting together, will be considered one claim, subject to the "Each Claim" Limit of Insurance in force at the time the first act covered by this or any other policy issued by us took place.

5. "Employee" includes a "leased worker" or "temporary worker".

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

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

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:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

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

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

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Sexual misconduct or sexual molestation" means actual or alleged physical misconduct or physical molestation arising out of a single, continuous or repeated exposure of one or more persons to acts of a sexual nature committed by:
- (1) One person; or
 - (2) Two or more persons acting together or in related acts or series of acts.

However, "sexual misconduct or sexual molestation" does not include employment-related sexual harassment.

11. "Suit" means a civil proceeding in which money damages because of injury as a result of "sex-

ual misconduct or sexual molestation" 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.
12. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
13. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
14. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY HIRED AND NON OWNED AUTO LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY
COVERAGE PART

The following is added:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LIMITATION - DEFENSE COSTS INCLUDED WITHIN LIMITS OF INSURANCE

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY SEXUAL MISCONDUCT OR SEXUAL MOLESTATION
LIABILITY COVERAGE FORM

1. SUPPLEMENTARY PAYMENTS - SECTION I - COVERAGE is deleted and replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. "Defense costs" incurred by us or by the insured with our written consent. Our payment of "defense costs" reduces the applicable Limits of Insurance.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses, other than "defense costs", incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Items b. through g. above will not reduce the limits of insurance.

2. SECTION III - LIMITS OF INSURANCE is amended to include:

2. "Defense costs" incurred by us or by the insured with our written consent are part of and not in addition to the Limits of Insurance specified in the Declarations. Our payment of "defense costs" reduces the applicable Limits of Insurance.

3. SECTION VI - DEFINITIONS is amended to include the following definition:

"Defense costs" means that part of any claim, loss or "suit" consisting of reasonable and necessary fees, costs, and expenses incurred by us, or reimbursed to you by us, resulting solely from the investigation, adjustment, defense and appeal of any claim, loss or "suit" against an insured. "Defense costs" do not include the salaries of our "employees".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY SEXUAL MISCONDUCT OR SEXUAL MOLESTATION COVERAGE PART

1. The insurance does not apply:
 - A. Under any Liability Coverage, to any damages:
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Liability Coverage, to injury resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The injury arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

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

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

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

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

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

"Nuclear facility" means:

 - (a) Any "nuclear reactor";

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

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

any combination thereof, or more than 250 grams of uranium 235;

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

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

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

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

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination of Your Books and Records

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

D. Inspections and Surveys

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

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

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer of Your Rights and Duties Under this Policy

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

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