

SERFF Tracking Number: HNVR-125396225 State: Arkansas  
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: #21650804 \$50  
Company Tracking Number: ML-CW-07574-01  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Commercial Multi-Peril; Religious Institution Program  
Project Name/Number: Commercial Multi-Peril; Religious Institution Program/ML-CW-07574-01

## Filing at a Glance

Companies: Hanover American Insurance Company, Massachusetts Bay Insurance Company, The Hanover Insurance Company

Product Name: Commercial Multi-Peril; Religious Institution Program SERFF Tr Num: HNVR-125396225 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: #21650804 \$50

Sub-TOI: 05.0003 Commercial Package Co Tr Num: ML-CW-07574-01 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Author: Sylvie Bosunga, CPCU Disposition Date: 01/14/2008  
Date Submitted: 12/21/2007 Disposition Status: Approved

Effective Date Requested (New): 01/21/2008 Effective Date (New): 01/21/2008  
Effective Date Requested (Renewal): 01/21/2008 Effective Date (Renewal): 01/21/2008

State Filing Description:

## General Information

Project Name: Commercial Multi-Peril; Religious Institution Program Status of Filing in Domicile: Pending  
Project Number: ML-CW-07574-01 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 01/14/2008  
State Status Changed: 01/08/2008 Deemer Date:  
Corresponding Filing Tracking Number:

Filing Description:

Effective January 21, 2008 for both new and renewal policies, we wish to file form revisions in our Religious Institution Program.

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We have enclosed the following documents:

- Form Explanatory Memorandum
- Commercial Property – 411-0017 07 07 Religious Institution Extra Coverage Endorsement
- 411-0017 Side by Side Document
- General Liability - 421-0089 07 07 Religious Institution Directors, Officers and Trustees Liability.
- 421-0089 Side by Side Document

If you should have any questions or require additional information, please feel free to contact our office. We appreciate your time and attention in this matter.

## Company and Contact

### Filing Contact Information

Sylvie Bosunga, State Filing Consultant sbosunga@hanover.com  
 440 Lincoln Street (508) 855-8136 [Phone]  
 Worcester, MA 01653 (508) 635-0703[FAX]

### Filing Company Information

Hanover American Insurance Company	CoCode: 36064	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type: Property & Casualty
Worcester, MA 01653	Group Name: The Hanover Ins Group	State ID Number:

(508) 855-1000 ext. [Phone]	FEIN Number: 04-3063898
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Massachusetts Bay Insurance Company	CoCode: 22306	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type: Property & Casualty
Worcester, MA 01653	Group Name: The Hanover Ins Group	State ID Number:

(508) 855-1000 ext. [Phone]	FEIN Number: 04-2217600
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The Hanover Insurance Company	CoCode: 22292	State of Domicile: New Hampshire
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Project Name/Number: Commercial Multi-Peril; Religious Institution Program/ML-CW-07574-01  
440 Lincoln Street Group Code: 88 Company Type: Property &  
Worcester, MA 01653 Group Name: The Hanover Ins Casualty  
(508) 855-1000 ext. [Phone] Group FEIN Number: 13-5129825 State ID Number:  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/14/2008	01/14/2008
Approved	Llyweyia Rawlins	01/03/2008	01/03/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Religious Institution Programs Supplemental Declarations	Form	Sylvie Bosunga, CPCU	01/11/2008	01/11/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Reopen Filing	Note To Filer	Llyweyia Rawlins	01/11/2008	01/11/2008
Request to Re-open Filing	Note To Reviewer	Sylvie Bosunga, CPCU	01/11/2008	01/11/2008

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## Disposition

Disposition Date: 01/14/2008  
Effective Date (New): 01/21/2008  
Effective Date (Renewal): 01/21/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: *HNVR-125396225* State: *Arkansas*  
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 Project Name/Number: *Commercial Multi-Peril; Religious Institution Program/ML-CW-07574-01*

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Explanatory Memorandum	Approved	Yes
<b>Supporting Document</b>	Side-by-side comparison	Approved	Yes
<b>Form</b>	Religious Institution Extra Coverage	Approved	Yes
<b>Form</b>	Religious Institution Directors, Officers and Trustees Liability	Approved	Yes
<b>Form</b>	Religious Institution Programs Supplemental Declarations		Yes

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## Disposition

Disposition Date: 01/03/2008

Effective Date (New): 01/21/2008

Effective Date (Renewal): 01/21/2008

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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<b>Form</b>	Religious Institution Extra Coverage	Approved	Yes
<b>Form</b>	Religious Institution Directors, Officers and Trustees Liability	Approved	Yes
<b>Form</b>	Religious Institution Programs Supplemental Declarations		Yes

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**Amendment Letter**

Amendment Date:  
 Submitted Date: 01/11/2008

**Comments:**

Dear Llyweyia Rawlins,

We wish to amend our filing submission to include the following form, Religious Institution Program Supplemental Declarations, 411-0082 01 05.

If you should have any questions/comments or require additional information, please do not hesitate to contact our office. Thank you for your time and attention in this matter.

Sincerely,  
 Sylvie Bosunga

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Religious Institution Programs Supplemental Declarations	401-0082	01 05	Declarati ons/Schedule	New			0	401-0082.pdf

*SERFF Tracking Number:*      *HNVR-125396225*                      *State:*                      *Arkansas*  
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*Liability*  
*Product Name:*                      *Commercial Multi-Peril; Religious Institution Program*  
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**Note To Filer**

**Created By:**

Llyweyia Rawlins on 01/11/2008 10:05 AM

**Subject:**

Reopen Filing

**Comments:**

I will reopen this filing today.

Thank You

Llyweyia Rawlins

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**Note To Reviewer**

**Created By:**

Sylvie Bosunga, CPCU on 01/11/2008 08:33 AM

**Subject:**

Request to Re-open Filing

**Comments:**

Dear Llyweyia Rawlins

The following filing was approved on 01/03/2008 with an effective date of 01/21/2008. We inadvertently omitted the following form, Religious Institution Program Supplemental Declarations, 411-0082 01 05. We are requesting that you re-open the filing to allow the inclusion thereof.

If you should have any questions/comments or require additional information, please do not hesitate to contact our office. Thank you for your time and attention in this matter.

Sincerely,

Sylvie Bosunga

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Religious Institution Extra Coverage	411-0017	(07/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 411-0017 12 05 Previous Filing #: AR-PC-06-018190		411-0017 07 07 Religious Institution Extra Coverage.pdf
Approved	Religious Institution Directors, Officers and Trustees Liability	421-0089	(07/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 421-0089 01 05 Previous Filing #: AR-PC-06-018190		421-0089 07 07 Religious Institution Directors Officers and Trustees Liab.pdf
	Religious Institution Programs Supplemental Declarations	401-0082	01 05	Declaration New s/Schedule		0.00	401-0082.pdf

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

**RELIGIOUS INSTITUTION EXTRA COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART**

<b><u>SUMMARY OF COVERAGES</u></b>	<b><u>LIMITS</u></b>	<b><u>PAGE</u></b>
1. Broadened Property Coverage	Included in Property Limits	2
2. Fire Department Service Charge	Included	2
3. Newly Acquired or Constructed Property	\$750,000 for 180 days	2
4. Personal Effects and Property of Others	\$15,000 each premises or \$5,000 per person	2
5. Valuable Papers and Records (Other than Electronic Data)	\$25,000	2
6. Property Off – Premises	\$25,000	2
7. Outdoor Property	\$10,000; not more than \$1,000 per tree, shrub or bush	3
8. Accounts Receivable	\$10,000	3
9. Personal Effects of Clergy	\$20,000; not more than \$5,000 per person	3
10. Fire Extinguisher Recharge	Included	3
11. Arson Reward	\$5,000	3
12. Dwelling Coverage Extensions	Actual Loss Sustained	4
13. Money and Securities	\$15,000	4
14. Dishonesty	\$25,000	4
15. Ordinance, Regulations or Laws	\$500,000	6
16. Fine Arts	\$10,000	7
17. Depositors Forgery	\$5,000	8
18. Spoilage	\$5,000	8
19. Electronic Data Processing Equipment	\$25,000; \$10,000 extra expense	9
20. Outdoor Signs	Included	10
21. Debris Removal	\$25,000	10
22. Amended Loss Condition - Vacancy	Included	10
23. Coverage for Windows and Building Glass	Included	10
24. Optional Coverage – Broad Form Water Damage	As stated in the Declarations	10
25. Business Income Coverage and Extra Expense	Included	10
26. Legal Liability Coverage	\$500,000 unless otherwise stated in Declarations	10

This endorsement amends coverage provided under the Religious Institution Policy through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Religious Institution Policy, except as provided below. If any of the property covered by this endorsement is also covered under any other provisions of this policy this endorsement is made part of it, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the larger of the two limits that would be applicable.

**A. The following changes are made to the BUILDING AND PERSONAL PROPERTY FORM (CP 0010 04 02), unless otherwise noted:**

**1. Broadened Property Coverage**

**a. Under Section A. Coverage, 1. Covered Property, the following is added under paragraph a. Building:**

- (1) all garages, storage buildings, and other structures usual to your occupancy including: swimming pools, yard fixtures, playground equipment, fences and retaining walls, awnings, signs, metal smokestacks, screens, walkways, shutters, storm doors and windows (including stained glass windows);
- (2) wall coverings, mirrors, draperies, shades and fire curtains;
- (3) fixed seats and desks, fixed tables, railings, alters, clocks, bells, organs, flag poles, outside crosses and statues;

**b. Under Section D. Deductible the following is added:**

No deductible applies to signs that are included under item (6) of Building Coverage.

**c. Under Section A. Coverage, 1. Covered Property including extensions of coverage and property added in (a) above is covered while at the premises described in the Declarations, or in the open, or in a vehicle within 1000 feet of the described premises.**

**2. Fire Department Service Charge**

**Section A. Coverage, 4. Additional Coverages, c. Fire Department Service Charge, is replaced in full by the following:**

When the fire department is called to save or protect Covered Property from a Covered Loss, we will pay your actual expenses for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss, or
- (2) Required by local ordinance.

No deductible applies to this Additional Coverage.

**3. Newly Acquired or Constructed Property**

Under Section **A. Coverage, 5. Coverage Extensions, a. Newly Acquired Property**, the following paragraphs are amended:

- a. Under (1) Buildings**, the most we will pay for loss or damage under this extension is increased to \$750,000 at each building.
- b. Under (3) Period of Coverage**, paragraph (b) is increased from 30 days to 180 days.

**4. Personal Effects and Property of Others**  
**Section A. Coverage, 5. Coverage Extensions, b. Personal Effects and Property of Others** is deleted in its entirety and replaced as follows:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your directors, your trustees or your employees.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$15,000 at each described premises or \$5,000 for each person in any one occurrence. Our payment for loss or damage to personal property of others will only be for the account of the owner of the property. No deductible applies to this extension.

**5. Valuable Papers and Records (Other Than Electronic Data)**

Under **A. Coverage, 5. Coverage Extensions, c. Valuable Papers and Records (Cost of Research)**, the most we will pay under this Extension in paragraph (4) is amended to \$25,000 at each described premises. All other language in the existing paragraph applies.

**6. Property Off-Premises**

**A. Coverage, 5. Coverage Extensions, d. Property Off - Premises** is deleted in its entirety and replaced as follows:

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property, other than money and securities, while it is in the course of transit or temporarily away from the described premises for not more than 90 days. The most we will pay for one loss or damage under this Extension is \$25,000.

## 7. Outdoor Property

**A. Coverage, 5. Coverage Extensions, e. Outdoor Property** is deleted in its entirety and replaced as follows:

You may extend insurance provided by this Coverage Form to apply to your radio and television antennas (including satellite dishes), trees, shrubs, plants and lawns, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss: Fire; Windstorm; Hail; Lightning; Explosion; Riot or Civil Commotion; Vandalism, Aircraft or Vehicles; Theft, and Falling Objects.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

## 8. Accounts Receivable

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

### g. Accounts Receivable

You may extend the insurance that applies to Business Personal property to apply to cover the following as a result of direct physical loss or damage by any covered cause of loss:

- (1) all amounts due from congregation member's pledges that you are unable to collect;
- (2) interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (4) other reasonable expenses that you incur to re-establish your records of accounts receivable.

The most we will pay for loss or damage under this extension is \$10,000.

For insurance to apply under this extension you must store your records of accounts receivable in a fire resistive receptacle when the premises are not open or when records of accounts receivable are not in use.

## 9. Personal Effects of Clergy

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

### h. Personal Effects of Clergy

The Business Personal Property provisions of this policy are extended to cover loss or damage to personal effects owned by a member of the clergy employed by you if the loss occurs in a scheduled property location or vehicle.

The most we will pay for loss or damage under this extension is \$20,000, but not more than \$5,000 per individual.

## 10. Fire Extinguisher Recharge

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

### i. Fire Extinguisher Recharge

You may extend the insurance provided by this Coverage Part to apply to your expenses to recharge portable fire extinguishers or automatic extinguishing systems discharged combating a fire on or off the described premises. No deductible applies to this item.

## 11. Arson Reward

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

### j. Arson Award

You may extend the insurance provided by this Coverage Part to provide a reward for information that leads to an arson conviction in connection with a covered fire loss. Costs incurred in advertising the reward are included.

The most we will pay under this extension is \$5,000, regardless of the number of persons providing

information. No deductible applies to this item.

## 12. Dwelling Coverage Extensions

Under Section **A. Coverage 5. Coverage Extensions** the following is added:

### k. Dwelling Coverage

- (1) When coverage for Dwellings is specified in the Declarations, you may extend the insurance provided by this Coverage Part to other structures on the same premises.

Dwellings are defined as residential building(s) occupied by not more than four families (including other structures) which are not used for mercantile, manufacturing or farming purposes.

- (2) Coverage is further extended to include lost rental value to you when structures are not fit to live in as a result of a covered cause of loss.

Rental Value means the fair rental value of the dwelling or other structures, whether rented or not, during the period of restoration required to repair, rebuild or replace the structure with reasonable speed and similar quality.

- (3) This extension also provides coverage to contents and personal property you own that are located in dwelling(s) maintained for use by your employees.

We will pay for the actual loss you sustain under this extension. The loss or damage must be caused by or result from a Covered Cause of Loss.

## 13. Money and Securities

Under Section **A. Coverage 5. Coverage Extensions** the following is added:

### I. Money and Securities

- (1) We will pay for loss of money and securities used in the conduct of your operations while at a bank or

savings institution, within your living quarters or the living quarters of any other member, volunteer or "employee" having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (a) Theft, meaning any act of stealing;
- (b) Disappearance; or
- (c) Destruction.

Under **Causes of Loss - Special Form (CP 10 30) B. Exclusions, 2.**, the following is added:

- n. The following causes of loss to Money and Securities:

- (1) Accounting or arithmetic errors or omissions; or
- (2) Giving or surrendering of property in any exchange or purchase; or
- (3) Property contained in any money-operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.

The most we will pay for loss or damage under this Extension is \$15,000 in any occurrence. You must keep records of all money and securities so we can verify the amount of any one loss or damage. No deductible applies to this item.

For purposes of this Extension, all loss or damage caused by one or more persons, or involving a single act or series of related acts is considered one occurrence.

## 14. Dishonesty

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

### m. Dishonesty

- (1) We will pay for loss or damage to Business Personal Property, including money and securities, resulting from dishonest acts committed by any of your

“employees”, clergy, other officials with authority to appoint, or any non-compensated person acting alone or in collusion with other persons.

**(2)** We will not pay for loss or damage the only proof of which as to its existence or amount is:

- (a)** An inventory computation; or
- (b)** A profit or loss computation.

**(3)** The most we will pay for loss or damage under this extension is \$25,000 in any one occurrence. No deductible will apply to this item.

All loss or damage:

- (a)** Caused by one or more persons; or,
- (b)** Involving a single act or series or related acts;

is considered one occurrence.

**(4)** We will pay only for loss or damage you sustain through acts committed or events occurring during this policy period. No limit of insurance accumulates from year-to-year or period-to-period regardless of the number of years this policy remains in force or the number of premiums paid.

**(5)** This coverage does not apply to any “employee” or non-compensated trustee, director or officer upon discovery by you of any dishonest act committed by that person or persons before or after being hired by you.

**(6)** We will pay only for loss or damage discovered no later than two years after the end of the policy period.

**(7)** If you (or any predecessor in interest) sustained a loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover the loss or damage had

expired, we will pay for it under this coverage, provided:

**(a)** This coverage became effective at the time cancellation, termination or expiration of the prior insurance; and

**(b)** The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

**(8)** The insurance under paragraph **(7)** above is part of, not in addition to the limit of insurance applying to this coverage and is limited to the lesser of the amount recoverable under:

**(a)** This coverage as of its effective date; or

**(b)** The prior insurance had it remained in effect.

**(9)** For purposes of this coverage, “Employee” means:

**(a)** Any natural person:

**(1.)** While in your service (and for 30 days after termination of service); and

**(2.)** Whom you compensate directly by salary, wages or commissions; and

**(3.)** Whom you have the right to direct and control while performing services for you; or

**(b)** Any natural person who is furnished to you to:

**(1.)** Substitute for a permanent “employee” on leave; or

**(2.)** Meet seasonal or short term work load conditions;

While that person is subject to your direction and control and performing services for you,

excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1.) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2.) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

#### 15. Ordinance, Regulations or Laws

Under Section A. Coverage, 5. Coverage Extensions the following is added:

##### n. Ordinance, Regulations or Laws

Subject to a limit of \$500,000, we provide coverage as follows. This limit is the total limit of insurance available for all coverage provided hereunder.

##### (1) Coverage for Loss to the Undamaged Portion of the Building.

If a Covered Cause of Loss occurs to a covered building property, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance, regulation or law that:

- (a) Requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;
- (b) Regulates construction and repair of that specific portion of the building property that has been damaged or

established zoning or land use requirements as the described premises; and

##### (c) Is in force at the time of loss.

Coverage for the undamaged portion of the building is the same as that provided for the damaged portion of the building as covered by the Commercial Package Policy to which this endorsement is attached.

This coverage does not extend to cover the cost of demolition and removal of any part of the building.

##### (2) Coverage for Demolition Cost-Undamaged Portion of the Building

If a Covered Cause of Loss occurs to the covered building property, we will pay the cost to demolish and clear the site of the undamaged part of the same building when such demolition and site clearing is caused by enforcement of any ordinance, regulation or law that:

(a) Requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;

(b) Regulates construction and repair of that specific portion of the building that has been damaged or established zoning or land use requirements at the described premises; and

##### (c) Is in force at the time of loss.

##### (3) Increase Cost of Construction Coverage

If a Covered Cause of Loss occurs to a covered building property, we will pay for increased costs:

(a) To repair, rebuild or reconstruct that specific

portion of covered building property damaged by a Covered Cause of loss and due to the enforcement of any building, zoning or land use ordinance, regulation of law.

(b) To rebuild demolished parts of the building when such demolition was required by enforcement of any ordinance, regulation or law that:

(1.) Requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;

(2.) Regulates construction and repair of that specific portion of the building property that has been damaged or establishes zoning or land use requirements at the described premises; and

(3.) Is in force at the time of loss.

However, we will not pay for the increased cost of construction if the building is not repaired or replaced.

Under **Causes of Loss - Special Form (CP 10 30) B. Exclusion 2.**, the following is added:

O. The following losses to Increased Cost of Construction:

(1) Costs associated with enforcement of any ordinance, regulation of law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants".

(2) Increased construction costs:

(a.) until the property is actually repaired or replaced at the same premises or elsewhere; and

(b.) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years.

(3) If the property is repaired or replaced on the same premises, we will not pay more than the amount you actually spend to:

(a.) Demolish and clear the site; and

(b.) Repair, rebuild or construct the property, but not for more than property of the same height, floor area and style on the same premises.

(4) If the property is not repaired or replaced on the same premises, we will not pay more than:

(a) The amount you actually spend to demolish and clear the site of the described premises; and

(b) The costs to replace the damage or destroyed property on the same premises with other property of: comparable material and quality; of the same height, floor area and style; and used for the same purpose.

(c) The terms listed above apply separately to each covered building to which this coverage applies.

## 16. Fine Arts

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

### o. Fine Arts

(1) We will pay for direct physical loss to "fine arts" which are your property or the property of others in your care, custody or control while on the described premises, while

on public exhibition or while in transit.

Fine arts means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, liturgical vessels, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit.

Under **Section E, Loss Conditions, 7. Valuation**, the following is added:

**g. Fine Arts-** the value of the covered property is not agreed upon but will be determined at the time of loss or damage. We will not pay more than each of the following:

- (1) The actual cash value of the property at the time of loss or damage; or
- (2) The amount for which you could reasonably expect to pay to have the property repaired to its condition immediately prior to the loss.

The most we will pay for loss or damage under this coverage extension is \$10,000 in any one occurrence. The amount payable under this coverage extension is additional insurance.

(3) Under **Causes of Loss-Special Form (CP 10 30) Section B. Exclusions, 2.** The following is added:

**p.** Processing or work upon the covered property including any repairing, restoration or retouching of the "fine arts".

(4) Under **Causes of Loss - Special Form (CP 10 30) Section C. Limitations 3.b.** the \$2500 special limit does not apply to articles of precious and semi-precious metals or stones.

## 17. Depositors Forgery

Under Section the **A. Coverage, 5. Coverage Extensions**, the following is added:

**p. Depositors Forgery**

You may extend the insurance that applies to Your Business Personal Property to apply to loss you sustain because a written promise or order to pay "money" is forged or altered.

"Money" means currency, coins and bank notes and bullion in current use and having a face value and travelers checks, registered checks and money orders held for sale to the public.

We will pay for this loss whether the promise or order is:

- (1) Made by you;
- (2) Drawn upon by you; or
- (3) Made or drawn by an agent of yours.

The most we will pay for loss in any one occurrence of Depositors Forgery under this coverage extension is \$5000. No deductible applies to this item.

## 18. Spoilage

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

**q. Spoilage**

- (1) We will pay for your loss of "perishable goods" due to spoilage.
- (2) We will also pay for your loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.
- (3) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (4) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods", less discounts and expenses you otherwise would have had, otherwise our payment

will be determined in accordance with the Loss Payment Condition.

“Perishable” goods means property maintained under controlled temperature or humidity conditions for preservation and susceptible to loss or damage if the controlled temperature or humidity conditions change.

The most we will pay for loss or damage under this coverage is \$5,000.

#### **19. Electronic Data Processing Equipment**

Under Section A. Coverage, 5. Coverage Extensions, the following is added:

##### **r. Electronic Data Processing Equipment**

- (1) We will pay for direct physical loss to the following Covered Property which is your property or property in your care, custody or control:
  - (a) “Computer equipment”;
  - (b) Climate control equipment and fire protective equipment used exclusively with your “computer equipment”;
  - (c) Programming documentation and instruction manuals; and
  - (d) The necessary extra expense you incur to avoid or minimize the suspension of business and to continue “operations” because of direct physical loss or damage to covered property.
- (2) We will not pay for any loss to the following property:
  - (a) Property you rent, loan or lease to others while it is away from the described premises;
  - (b) Property you hold for sale, distribute or manufacture; or
  - (c) “Software” that cannot be duplicated or replaced with similar property of equal quality.
- (3) The most we will pay for any additional loss under this coverage

extension is \$25,000 for the covered property listed in (1) (a)-(d) above. The most we will pay for Extra Expense is \$10,000.

Under **Causes of Losses-Special Form (CP 10 30) Section B. Exclusions 2**. The following is added:

- q. The following losses to Electronic Data Processing Equipment:
  - (1) Errors or omissions in programming or incorrect instructions to “hardware”;
  - (2) Electrical or mechanical damage, disturbance of electronic recordings or erasure of electronic recordings. We will pay for direct loss caused by lightning.
  - (3) Mechanical breakdown or malfunction, component failure, faulty installation or blowouts.
  - (4) Faulty instruction or incorrect usage, including changes in arrangements of parts.

**Building and Personal Property Form (CP 0010), Section H. Definitions** the following is added:

3. “Computer Equipment” means:
  - a. computer “hardware” and related component parts. component parts include but are not limited to modems, printers, keyboards and scanners;
  - b. computer control systems Including uninterruptable power supply systems, line conditioner and voltage regulator; and
  - c. “software”.
  - d. “Hardware” which means an assemblage of electronic machine components capable of accepting instructions and information according to instructions and producing desired results.
  - e. “Operations” which means your business activities at the described Premises.

- g. "Software" which means processing, recording or storage media used for electronic data processing operations. This includes films, tapes, cards, discs, drums, cartridges, or cells; and data information and instructions stored on processing, recording or storage media used for electronic data processing operations.

#### 20. Outdoor Signs

Under Building and Personal Property form (CP 00 10), **Section C. LIMITS OF INSURANCE**, the \$1,000 limitation on outdoor signs not attached to buildings is deleted.

#### 21. Debris Removal

Under **Building and Personal Property form (CP 00 10), Section A. Coverage, 4. Additional Coverages, a. Debris Removal**, the limit of insurance applying to Item 4. Debris Removal is changed from \$10,000 to \$25,000.

#### 22. Amended Loss Condition – Vacancy

Under Section **E. LOSS CONDITIONS**, Item **6. Vacancy**, is amended by adding the following:

Covered buildings intended to be occupied as a residence for clergy are not subject to this Loss Condition.

#### 23. Coverage for Windows and Building Glass

Under the Building and Personal Property Coverage form (CP 00 10), **A. Coverage, 1. Covered Property** the following is added:

- (6) windows and building glass;
  - (a) Under **Causes of Loss Special form (CP 10 30), B. EXCLUSIONS**, only **c. Governmental Action, d. Nuclear Hazard** and **f War and Military Action** paragraphs (1) and (2) are applicable to window and building glass.
  - (b) A deductible will not apply to glass losses.

#### 24. Optional Coverage-Broad Form Water Damage

When coverage is designated in the Declarations for Broad Form Water Damage Coverage, then the **Causes of Loss – Special Form (CP 10 30)**, **B. Exclusions, 1.g. Water, (3) and (4)** are deleted.

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$1,000. This deductible is to apply separately to:

- (1) each building, including personal property therein;
- (2) personal property in each building if no coverage is provided on the containing building;
- (3) personal property in the open.

We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance.

If **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM (CP 00 30)** is attached to the policy,

#### 25. Loss of Business Income and Extra Expense

Unless otherwise specified in the Declarations, we will only pay for loss of Business Income and/or necessary Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This additional coverage is not subject to the Limits of Insurance.

#### LEGAL LIABILITY COVERAGE FORM (CP 00 40)

##### 26. Legal Liability Coverage

Legal Liability Coverage is added, subject to the terms and conditions of the **Legal Liability Coverage Form (CP 00 40)**. Unless otherwise specified in the Declarations, the limit of insurance for this coverage is \$500,000. This applies to Item **C, Limits of Insurance**, and modifies the applicable Limit of Insurance accordingly.

**THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS. PLEASE READ THE COVERAGE FORM CAREFULLY.**

## **RELIGIOUS INSTITUTION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY**

IN CONSIDERATION OF ADDITIONAL PREMIUM CHARGED, THE FOLLOWING ENDORSEMENT IS ADDED TO THE POLICY. No provisions, stipulations, payment limits, or terms found in other parts or forms of your policy shall apply to this coverage form unless expressly provided herein. Please read the form carefully to understand how it changes your policy, including limits, circumstances, extent, and definitions of terms.

**Section II – Who Is An Insured** defines those people or organizations that qualify as an insured, a term used throughout this form. The terms “you” and “your” in this form refer to the Named Insured shown on the policy declarations page. The terms “we”, “us”, and “our” refer to the Insurance Company providing this insurance, also shown on the declarations page. Any references to the “coverage form” mean this Religious Institution Directors, Officers and Trustees Liability endorsement. The special meaning of any other term or phrase appearing in quotation marks is defined in **Section VI – Definitions**, and supercedes any definition found elsewhere in the policy.

### **SECTION I - COVERAGES**

#### **1. Insuring Agreement.**

We will pay those sums that you or your “Directors, Officers or Trustees” become legally obligated to pay as damages because of injury sustained or arising from a “wrongful act” to which this insurance applies.

a. This insurance applies to damages due to injury only if :

- (1) The injury is caused by a “wrongful act” that takes place within the “coverage territory”; and
- (2) The “wrongful act” first occurred after Retroactive Date, if any, shown for this coverage on the declarations page, or after the initial inception date of the policy, whichever is earlier; and
- (3) The “wrongful act” first occurred before the end of the “policy period”; and
- (4) A claim or “suit” because of the “wrongful act” is first made against any insured and reported to us, as mandated within this coverage form, during the “policy period” or any Extended Reporting Period we may

provide in **Section V – Extended Reporting Periods for Claims.**

b. We will have the right and duty to defend any “suit” seeking such damages. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**;
- (2) We may investigate or settle any claim or “suit” at our discretion, and may decline to pay damages or defend the insured against any “suit” or part of a “suit”, seeking redress for “wrongful acts” to which this insurance does not apply;
- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance under this Directors, Officers and Trustees Liability coverage form in the payment of judgments and settlements; and
- (4) We will not pay damages or offer defense under both this coverage form and any other coverage offered by the policy.

c. We may refuse to extend coverage or defend against a “suit”:

(1) If an insured listed under **Section II – Who Is An Insured**, or any employee, volunteer, or other individual authorized by an insured to give or receive notice of a "wrongful act" has any knowledge or suspicion that a "wrongful act" occurred, in whole or in part; prior to the Retroactive Date, if any, shown for this coverage on the declarations page, or the inception date of the policy, whichever is earlier; and

(2) If that insured or individual could reasonably foresee any circumstances which might result in a claim or "suit"; and

In such case, any continuation, change or resumption of such "wrongful act" during or after the "policy period" will be also deemed to have been a made claim prior to the "policy period".

d. A claim by one or more persons or organizations for damages arising from a "wrongful act" will be deemed to have been made at the earliest time when any insured listed under **Section II – Who Is An Insured** or any employee, volunteer, or other individual authorized by you to give or receive notice of a "wrongful act", or claim or "suit" for a "wrongful act:

(1) Receives any type of notice or indication that a "wrongful act" has occurred or may have occurred, either verbally or in writing; or

(2) Receives a written or verbal demand, claim or "suit" for damages because of a "wrongful act", or

(3) Reports all, or any part, of the "wrongful act" to us or any other insurer;

(4) Becomes aware by any other means that a "wrongful act" has occurred or has begun to occur.

All claims or "suits" for damages by one or more persons or organizations will be deemed to have been made at the time

the first of those claims or "suits" are made against any insured.

e. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION III – LIMITS OF INSURANCE**, Supplementary Payments.

## 2. Exclusions

This insurance does not apply to:

a. Any "wrongful act", error or omission in procuring, effecting, or maintaining adequate insurance coverage, amounts, or limits, or relating to insurance forms, endorsements, conditions or other provisions.

b. "Bodily Injury", including transmission of any communicable disease, mental anguish, or death to any person.

c. "Property Damage", including resulting loss of use, or loss of intellectual property, including electronic or computer data.

d. "Personal and Advertising Injury".

e. Any claim or "suit" for damages arising out of, or contributed in part or whole, by the actual or alleged violation of any Federal, state, or local law, regulation, statute or established case law involving the:

(1) Purchase, sale, disposition or holding of money or securities; or

(2) Civil or human rights of any individual or organization, including but not limited to, discrimination on account of race, religion, sex or age, or wrongful termination; or

(3) Employment-related requirements and practices of the insured, including but not limited to, occupational and work-place safety, workers compensation, disability benefits, retirement or social security obligations, tax withholding, unemployment compensation, privacy restrictions, sexual harassment protection, and discrimination; or

- (4) Administration of rent control, rent subsidization, fair housing, and equal opportunity access programs and practices relating to assignment, use, rental, lease, purchase or sale of any properties; or
  - (5) Criminal, fraudulent, dishonest, or malicious acts, errors or omissions committed by or with the knowledge or consent of any insured.
- f. Any claim involving or relating in any way to an insured's negligent hiring, refusal to employ, omissions in hiring process, coercion, demotion, discipline, defamation, harassment, humiliation, supervision, job-related employment actions, termination of employment, discrimination, or any other employment related practice, policy, act, error, or omission, regardless of the liability of the insured, or the capacity within which the insured is acting. This also includes any failure on your part to warn any individuals, investigate any allegation or act, or comply with any obligation to report.
  - g. Salaries, compensation, or bonuses voted to or denied to any insured or employees by the "Directors, Officers or Trustees" of the Named Insured.
  - h. Damages arising out of any transaction from which "Directors, Officers or Trustees" shall have gained any personal profit or advantage to which they are not legally entitled, or which is not shared equitably by members of the Named Insured.
  - i. Damages arising out of any transaction by a school board, board of education, education committee, or similar governing bodies.
  - j. Damages of any type other than money, or damages payable, which are recoverable from the Named Insured.
  - k. Damages from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any "pollutants" or for any loss, cost or expense arising out of any environmental liability statutes or regulation, governmental or any other request, demand or order, including but not limited to testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing any "pollutants".
  - l. Claims arising out of exposure to, inhalation or ingestion of, contracting or spread of any disease associated with, cost of removal, replacement, abatement or other mitigation involving mold, silica, asbestos, lead, or nuclear or radioactive materials, or any products that contain or consist of mold, silica, asbestos, lead, or nuclear or radioactive materials.
  - m. Injury to any employee of an insured, or family member of an employee, arising out of or in the course of employment by any insured. This includes any obligation of an insured under any workers' compensation, disability benefits, unemployment compensation, or similar law.
  - n. Liability or injury resulting from any actual or alleged conduct of a sexually threatening, harassing, suggestive, physical, visual, or otherwise inappropriate nature, whether consensual or unauthorized.
  - o. The exemplary or punitive damages portion of any claim, "suit", or judgement.
  - p. Any claim involving title or property rights to the Named Insured's property.
  - q. Breach of any contract or agreement.

## SECTION II - WHO IS AN INSURED

Each of the following is an insured:

1. You.
2. An organization or association designated in the Directors, Officers and Trustees Declarations is an insured with respect to its liability because of "wrongful acts" committed by its "Directors, Officers and Trustees".
3. If you are designated in the policy Declarations Pages as other than an individual, partnership or joint venture, your executive officers, directors, trustees, officials, elders, vestry or church council members are

insureds, both individually and collectively, but only with respect to the scope of their duties on behalf of the Named Insured at the time the “wrongful act” was committed or discovered.

4. The “Directors, Officers and Trustees” of any organization or subsidiary over which you maintain primary ownership or majority interest, and which is listed as such in the applicable schedule of the policy Declarations Pages is an insured while acting within the scope of their duties as such. However, no “Directors, Officers or Trustees” are an insured for any injury or incident that occurs before you acquired or formed the organization or subsidiary.

### **SECTION III - LIMITS OF INSURANCE**

1. The limit of insurance for this coverage is shown separately on the Declarations Page under Directors, Officers and Trustees Liability. The limit listed for Each Claim is the most we will pay for the sum of all damages resulting from any one claim or “suit” due to “wrongful acts”, regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought for a “wrongful act”; or
- c. Persons or organizations making claims or bringing “suits” for “wrongful acts”.

2. The Aggregate Limit is the most we will pay for all damages for all “wrongful acts” or “suits” to which this insurance applies.

3. If this Coverage Form is in effect for a period of more than one year, the limits 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 Directors, Officers and Trustees Declarations. But if the “policy period” is extended for less than 12 months, the extended period will be deemed to be part of the last preceding period for purposes of determining the Limits of Insurance.

4. Supplementary Payments

We will pay with respect to any claim for a “wrongful act” or “suit” we defend, and without reducing the Limits of Insurance:

- a. All expenses we incur;
- b. The cost of bonds to release attachments, but only for bonds within our 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 per day because of time off from work;
- d. All costs taxed against the insured in the “suit”;
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we 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 that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgement we are obligated to pay, up to the applicable Limit 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 Any “Wrongful Act”, Claim or “Suit”

- a. You must see to it that we are notified promptly if you become aware of any “wrongful act”, or any act, error or omission which reasonably would be expected to be the basis of a claim or “suit” covered by this insurance.
- b. If a claim is made or “suit” is brought against any insured, you must see to it that we receive prompt written notice of the claim or “suit”.

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, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

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

### 3. Legal Action Against Us

No person or organization has right under this Coverage Form:

- 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 under 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 final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form 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

- a. The insurance provided by this coverage form is excess over any other

valid and collectable insurance or agreement of indemnity available to the insured.

- b. When this insurance is excess, we have no duty to investigate or defend a claim or "suit" for a "wrongful act" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

### 5. 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.

### 6. Separation of Insurers

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the 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.

### 7. 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 Form, 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.

### 8. If We Do Not Renew This Coverage

If we decide not to renew or cancel your policy, the provisions outlined in the Commercial General Liability Coverage Form of the policy for such action shall apply, and will automatically include the nonrenewal or cancellation of this coverage

form. You agree that no further notice regarding termination of this coverage form will be required.

#### **SECTION V - EXTENDED REPORTING PERIODS FOR CLAIMS**

1. We may offer an Extended Reporting Periods as described below if this Coverage Form has not been cancelled or non-renewed, or if we renew or replace this Coverage Form with insurance triggered on an Occurrence Basis.
2. Extended Reporting Periods do not extend the "policy period", change the scope of coverage provided, or reinstate, amend or alter the Limits of Insurance. The Extended Reporting Period applies only to claims or "suits" arising out of injury due to "wrongful acts" that occur before the end of the "policy period" but not before the effective date of the current "policy period" or, if provided, a retroactive date shown on the Declarations Page.
3. For any Extended Reporting Period, the following conditions apply:
  - a. You must report all claims to us within the Extended Reporting Period.
  - a. You must comply with the provisions described throughout this policy.
  - b. No coverage is afforded for claims covered under any subsequent insurance you purchase, or if the Aggregate Limit of Insurance was previously exhausted.
2. Extended Reporting is automatically provided without premium charge for the first 90 days after the end of the "policy period".
3. A longer Optional Extended Reporting Period, beyond the first 90 days automatically covered after the end of the "policy period", may be offered at our discretion for an additional premium charge not to exceed 200% of the annual premium for this endorsement. You must request this longer period, in writing, before the end of the "policy period" and pay the required additional premium.
4. Claims first received or reported during an Extended Reporting Period will be deemed

to have been made on the last day of the "policy period".

#### **SECTION VI - DEFINITIONS**

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, anxiety or depression, resulting from any of these at any time.
2. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America or its territories or possessions, including Puerto Rico.
3. "Directors, Officers and Trustees" and "Directors, Officers or Trustees" mean those individuals who form the central administrative or managing body of the insured. This includes, but is not limited to past, present, or future directors, officers, trustees, clergy, wardens, deacons, elders, or members of a duly elected, appointed, or constituted governing body. In the event of death, incapacity or bankruptcy, this also includes the estate, heirs, legal representatives, and assigns of the individual. However, in all cases, such individuals will only be "Directors, Officers, and Trustees" while acting within the scope of their duties as such to the "Religious Institution".
4. "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
5. "Policy Period" means that period stated in the Declarations. However, if this endorsement is issued subsequent to the effective date of the policy, the "Policy Period" for this endorsement will start with the effective date of the endorsement and end with the expiration date of the policy.
  6. "Property Damage" means:
    - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    - b. Loss of use of tangible property, excluding electronic data, that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
  5. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
  6. "Religious Institutions" are non-profit organizations, legally established to express belief in a divine power, that operate in a set location, and offer regularly scheduled services to the general public that express a set of beliefs, values, and practices based on the teachings of a spiritual leader.
  7. "Suit" means a civil proceeding in which damages, because of a "wrongful act" to which this insurance applies, are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent, or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
  8. "Wrongful acts" means any negligent acts, errors, misstatements, misleading

statements, omissions, neglect or breach of duty committed by or claimed against any "Directors, Officers or Trustees" while acting within their scope of duties as such, and which are directly related to the operations of the "Religious Institution"

Claims arising out of the same or interrelated "wrongful acts" shall be considered one claim, regardless of the number of "Directors, Officers and Trustees" involved or named in the claim, and shall be subject to the Each Claim Limit of Insurance shown on the Declarations Pages in force at the time the first "wrongful act" covered by this coverage form occurred.

**RELIGIOUS INSTITUTION PROGRAM  
 SUPPLEMENTAL DECLARATIONS**

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY CODE
	FROM	TO		
NAMED INSURED AND ADDRESS			AGENT	

<p><b><u>PROPERTY OPTIONAL COVERAGES</u></b></p> <p><b>BROAD FORM WATER DAMAGE</b>  <b>OTHER (SPECIFY)</b></p> <p><b><u>LIABILITY OPTIONAL COVERAGES</u></b></p> <p><b>PASTORAL COUNSELING PROFESSIONAL LIABILITY</b></p> <p><u>LIMITS OF INSURANCE:</u>      \$        EACH CLAIM      \$        AGGREGATE FOR ALL CLAIMS</p> <p><u>ADDITIONAL SCHEDULE OF PERSONS COVERED:</u>      NAMED POSITION:        NO. OF PERSONS FILLING POSITION    ____</p> <p><b>TOTAL PREMIUM FOR PASTORAL COUNSELING LIABILITY: \$</b></p> <p><b>SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY</b></p> <p><u>LIMITS OF INSURANCE:</u>      \$        EACH CLAIM      \$        AGGREGATE FOR ALL CLAIMS</p> <p>ACTIVITIES SPECIFICALLY EXCLUDED:</p> <p><b>TOTAL PREMIUM FOR SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY: \$</b></p> <p><b>TOTAL PREMIUM FOR SELECTED RELIGIOUS INSTITUTION OPTIONAL COVERAGES \$</b></p> <p>401-0082        (01-05)</p>	<p><b>EXTRA COVERAGE AMENDED LIMITS (SEE 411-0028)</b></p> <p><b>RELIGIOUS INSTITUTION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY</b></p> <p><u>LIMITS OF INSURANCE:</u>      \$        EACH CLAIM      \$        AGGREGATE FOR ALL CLAIMS      N/A      RETROACTIVE DATE FOR COVERAGE        OPTIONAL EXTENDED DISCOVERY PERIOD ENDORSEMENT      \$        PREMIUM FOR EXTENDED DISCOVERY PERIOD ENDORSEMENT        OTHER (SPECIFY )</p> <p><b>TOTAL PREMIUM FOR RELIGIOUS INSTITUTION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY: \$</b></p>
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SERFF Tracking Number: HNVR-125396225 State: Arkansas  
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: #21650804 \$50  
Company Tracking Number: ML-CW-07574-01  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Commercial Multi-Peril; Religious Institution Program  
Project Name/Number: Commercial Multi-Peril; Religious Institution Program/ML-CW-07574-01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 01/03/2008

**Comments:**

**Attachments:**

P&C Transmittal Document - ML.pdf  
Form Schedule - ML.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 01/03/2008

**Comments:**

**Attachment:**

MLRIP Refile Explanatory Memo.pdf

**Satisfied -Name:** Side-by-side comparison **Review Status:** Approved 01/03/2008

**Comments:**

**Attachments:**

411-0017 07 07 Religious Institution Extra Coverage Side by Side.pdf  
421-0089 07 07 Religious Institution Directors Officers and Trustees Liab Side by Side.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
The Hanover Insurance Group	0088

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Hanover Insurance Company	NH	22292	13-5129825	
Hanover American Insurance Company	NH	36064	04-3063898	
Massachusetts Bay Insurance Company	NH	22306	04-2217600	

<b>5. Company Tracking Number</b>	ML- CW- 07574-01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Sylvie N. Bosunga 440 Lincoln Street Worcester MA 01653	State Filing Consultant	508-855-8136 Ext. 8136	508-635-0703	sbosunga@hanover.com

7. Signature of authorized filer	
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8. Please print name of authorized filer	Sylvie N. Bosunga, CPCU
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**Filing Information** (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	05.0 Commercial Multi- Peril – Liability & Non-Liability
10.	Sub-Type of Insurance (Sub-TOI)	05.0003 Commercial Package
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Religious Institution Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) <span style="margin-left: 150px;">(Non- Adoption)</span>
14.	Effective Date(s) Requested	New: 01/21/2008      Renewal: 01/21/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	12/21/2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ML-CW-07574-01
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Effective January 21, 2008 for both new and renewal policies, we wish to file form revisions in our Religious Institution Program.

We have enclosed the following documents:

- Form Explanatory Memorandum
- Commercial Property – 411-0017 07 07 Religious Institution Extra Coverage Endorsement
- 411-0017 Side by Side Document
- General Liability - 421-0089 07 07 Religious Institution Directors, Officers and Trustees Liability.
- 421-0089 Side by Side Document

If you should have any questions or require additional information, please feel free to contact our office. We appreciate your time and attention in this matter.

Very truly yours,



Sylvie N. Bosunga, CPCU  
State Filing Consultant  
Telephone: (508) 855-8136  
Facsimile: (508) 635-0703  
E-Mail: sbosunga@hanover.com

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	<p><b>Check #:</b> 0021650804 <b>Amount:</b> 50.00</p> <p>\$50.00 Flat Fee</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ML-CW-07574-01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Religious Institution Extra Coverage	411- 0017 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	411- 0017 12 05	AR-PC-06-018190
02	Religious Institution Directors, Officers and Trustees Liability	421- 0089 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	421- 0089 01 05	AR-PC-06/018190
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**COMMERCIAL MULTIPLE PERIL  
EXPLANATORY MEMORANDUM  
RELIGIOUS INSTITUTION PROGRAM  
Form Revisions**

We previously filed forms, rates and rules with your Department for our Religious Institutions Program. This filing request revises the forms previously approved by the Department, **AR DOI# AR-PC-06-018190**. Outlined below is a high-level description of the changes being made to the forms. We have also included side-by-side comparisons for your information and review. Where applicable, a notice to policyholder will be attached to renewal policies to highlight the changes made to the forms.

We are not filing any rate or rule changes at this time.

**Commercial Property – 411-0017 07 07 Religious Institution Extra Coverage Endorsement**

This form replaces form 411-0017 12 05. The following changes have been made:

- Property off premises coverage has been increased to \$25,000 from \$20,000
- Clarification wording has been added to the summary of coverages for Personal Effects of Clergy that the coverage is limited to \$5,000 per person
- Under Broadened Property Coverage, the deductible provision has been removed for signs that are included as building property.
- The deductible provision has been removed from the Personal Effects and Property of Others

**General Liability - Religious Institution Directors, Officers and Trustees Liability 421-0089 07 07**

This form replaces form 421-0089 01 05. The following changes have been made:

- Section III – Limits of Insurance has been revised to delete the defense within limits provision. Defense costs will be paid as supplementary payments as outlined in Section III, Paragraph 4.a through 4.d.
- Under Paragraph IV – Conditions, 4.b. the words “counseling incident” are replaced with “wrongful act”. This is a correction to wording.
- The definition section VI has been amended to remove the definition of defense expenses.

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

**RELIGIOUS INSTITUTION EXTRA COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART**

<b><u>SUMMARY OF COVERAGES</u></b>	<b><u>LIMITS</u></b>	<b><u>PAGE</u></b>
1. Broadened Property Coverage	Included in Property Limits	2
2. Fire Department Service Charge	Included	2
3. Newly Acquired or Constructed Property	\$750,000 for 180 days	2
4. Personal Effects and Property of Others	\$15,000 each premises or \$5,000 per person	2
5. Valuable Papers and Records (Other than Electronic Data)	\$25,000	2
6. Property Off – Premises	\$20,000	2
7. Outdoor Property	\$10,000; not more than \$1,000 per tree, shrub or bush	3
8. Accounts Receivable	\$10,000	3
9. Personal Effects of Clergy	\$20,000; <u>not more than \$5,000</u> <u>per person occurrence</u>	3
10. Fire Extinguisher Recharge	Included	3
11. Arson Reward	\$5,000	3
12. Dwelling Coverage Extensions	Actual Loss Sustained	4
13. Money and Securities	\$15,000	4
14. Dishonesty	\$25,000	4
15. Ordinance, Regulations or Laws	\$500,000	6
16. Fine Arts	\$10,000	7
17. Depositors Forgery	\$5,000	8
18. Spoilage	\$5,000	8
19. Electronic Data Processing Equipment	\$25,000; \$10,000 extra expense	9
20. Outdoor Signs	Included	10
21. Debris Removal	\$25,000	10
22. Amended Loss Condition - Vacancy	Included	10
23. Coverage for Windows and Building Glass	Included	10
24. Optional Coverage – Broad Form Water Damage	As stated in the Declarations	10
25. Business Income Coverage and Extra Expense	Included	10
26. Legal Liability Coverage	\$500,000 unless otherwise stated in Declarations	10

This endorsement amends coverage provided under the Religious Institution Policy through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Religious Institution Policy, except as provided below. If any of the property covered by this endorsement is also covered under any other provisions of this policy this endorsement is made part of it, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the larger of the two limits that would be applicable.

**A. The following changes are made to the BUILDING AND PERSONAL PROPERTY FORM (CP 0010 04 02), unless otherwise noted:**

**1. Broadened Property Coverage**

a. Under Section **A. Coverage, 1. Covered Property**, the following is added under paragraph **a. Building**:

- (1) all garages, storage buildings, and other structures usual to your occupancy including: swimming pools, yard fixtures, playground equipment, fences and retaining walls, awnings, signs, metal smokestacks, screens, walkways, shutters, storm doors and windows (including stained glass windows);
- (2) wall coverings, mirrors, draperies, shades and fire curtains;
- (3) fixed seats and desks, fixed tables, railings, alters, clocks, bells, organs, flag poles, outside crosses and statues;

~~b. A \$250 deductible applies to signs that are included under this extension of Building coverage.~~

c. Under Section **A. Coverage, 1. Covered Property** including extensions of coverage and property added in (a) above is covered while at the premises described in the Declarations, or in the open, or in a vehicle within 1000 feet of the described premises.

**2. Fire Department Service Charge**

Section **A. Coverage, 4. Additional Coverages, c. Fire Department Service Charge**, is replaced in full by the following:

When the fire department is called to save or protect Covered Property from a Covered Loss, we will pay your actual expenses for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss, or
- (2) Required by local ordinance.

No deductible applies to this Additional Coverage.

**3. Newly Acquired or Constructed Property**

Under Section **A. Coverage, 5. Coverage Extensions, a. Newly Acquired Property**, the following paragraphs are amended:

a. Under **(1) Buildings**, the most we will pay for loss or damage under this extension is increased to \$750,000 at each building.

b. Under **(3) Period of Coverage**, paragraph **(b)** is increased from 30 days to 180 days.

**4. Personal Effects and Property of Others**  
Section **A. Coverage, 5. Coverage Extensions, b. Personal Effects and Property of Others** is deleted in its entirety and replaced as follows:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your directors, your trustees or your employees.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$15,000 at each described premises or \$5,000 for each person in any one occurrence. Our payment for loss or damage to personal property of others will only be for the account of the owner of the property. ~~A \$100 deductible applies to this item.~~

**5. Valuable Papers and Records (Other Than Electronic Data)**

Under **A. Coverage, 5. Coverage Extensions, c. Valuable Papers and Records (Cost of Research)**, the most we will pay under this Extension in paragraph **(4)** is amended to \$25,000 at each described premises. All other language in the existing paragraph applies.

**6. Property Off-Premises**

**A. Coverage, 5. Coverage Extensions, d. Property Off - Premises** is deleted in its entirety and replaced as follows:

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Personal Property, other than money and securities, while it is in the course of transit or temporarily away from the described premises for not more than 90 days. The most we will pay for one loss or damage under this Extension is \$20,000.

**7. Outdoor Property**

**A. Coverage, 5. Coverage Extensions, e. Outdoor Property** is deleted in its entirety and replaced as follows:

You may extend insurance provided by this Coverage Form to apply to your radio and television antennas (including satellite dishes), trees, shrubs, plants and lawns, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss: Fire; Windstorm; Hail; Lightning; Explosion; Riot or Civil Commotion; Vandalism, Aircraft or Vehicles; Theft, and Falling Objects.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

#### **8. Accounts Receivable**

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

##### **g. Accounts Receivable**

You may extend the insurance that applies to Business Personal property to apply to cover the following as a result of direct physical loss or damage by any covered cause of loss:

- (1) all amounts due from congregation member's pledges that you are unable to collect;
- (2) interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (4) other reasonable expenses that you incur to re-establish your records of accounts receivable.

The most we will pay for loss or damage under this extension is \$10,000.

For insurance to apply under this extension you must store your records of accounts receivable in a fire resistive receptacle when the premises are not open or when records of accounts receivable are not in use.

#### **9. ~~Business Personal Effects of Clergy~~**

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

##### **h. ~~Business Personal Effects of Clergy~~**

The Business Personal Property provisions of this policy are extended to cover loss or damage to ~~business related~~ personal effects (~~i.e. professional library, etc.~~) owned by a member of the clergy employed by you if the loss occurs in a scheduled property location or vehicle.

The most we will pay for loss or damage under this extension is \$20,000, but not more than \$5,000 per individual. ~~regardless of the number of claimants. A \$100 deductible applies to this item.~~

##### **Fire Extinguisher Recharge**

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

##### **i. Fire Extinguisher Recharge**

You may extend the insurance provided by this Coverage Part to apply to your expenses to recharge portable fire extinguishers or automatic extinguishing systems discharged combating a fire on or off the described premises. No deductible applies to this item.

#### **10. Arson Reward**

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

##### **j. Arson Award**

You may extend the insurance provided by this Coverage Part to provide a reward for information that leads to an arson conviction in connection with a covered fire loss. Costs incurred in advertising the reward are included.

The most we will pay under this extension is \$5,000, regardless of the number of persons providing information. No deductible applies to this item.

## 11. Dwelling Coverage Extensions

Under Section **A. Coverage 5. Coverage Extensions** the following is added:

### k. Dwelling Coverage

- (1) When coverage for Dwellings is specified in the Declarations, you may extend the insurance provided by this Coverage Part to other structures on the same premises.

Dwellings are defined as residential building(s) occupied by not more than four families (including other structures) which are not used for mercantile, manufacturing or farming purposes.

- (2) Coverage is further extended to include lost rental value to you when structures are not fit to live in as a result of a covered cause of loss.

Rental Value means the fair rental value of the dwelling or other structures, whether rented or not, during the period of restoration required to repair, rebuild or replace the structure with reasonable speed and similar quality.

- (3) This extension also provides coverage to contents and personal property you own that are located in dwelling(s).

We will pay for the actual loss you sustain under this extension. The loss or damage must be caused by or result from a Covered Cause of Loss.

## 12. Money and Securities

Under Section **A. Coverage 5. Coverage Extensions** the following is added:

### l. Money and Securities

- (1) We will pay for loss of money and securities used in the conduct of your operations while at a bank or savings institution, within your living quarters or the living quarters of any other member, volunteer or "employee" having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (a) Theft, meaning any act of stealing;
- (b) Disappearance; or
- (c) Destruction.

Under **Causes of Loss - Special Form (CP 10 30) B. Exclusions, 2.**, the following is added:

- n. The following causes of loss to Money and Securities:

- (1) Accounting or arithmetic errors or omissions; or
- (2) Giving or surrendering of property in any exchange or purchase; or
- (3) Property contained in any money-operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.

The most we will pay for loss or damage under this Extension is \$15,000 in any occurrence. You must keep records of all money and securities so we can verify the amount of any one loss or damage. No deductible applies to this item.

For purposes of this Extension, all loss or damage caused by one or more persons, or involving a single act or series of related acts is considered one occurrence.

## 14. Dishonesty

Under **Section A. Coverage, 5. Coverage Extensions**, the following is added:

### m. Dishonesty

- (1) We will pay for loss or damage to Business Personal Property,

including money and securities, resulting from dishonest acts committed by any of your "employees", clergy, other officials with authority to appoint, or any non-compensated person acting alone or in collusion with other persons.

**(2)** We will not pay for loss or damage the only proof of which as to its existence or amount is:

**(a)** An inventory computation; or

**(b)** A profit or loss computation.

**(3)** The most we will pay for loss or damage under this extension is \$25,000 in any one occurrence. No deductible will apply to this item.

All loss or damage:

**(a)** Caused by one or more persons; or,

**(b)** Involving a single act or series or related acts;

is considered one occurrence.

**(4)** We will pay only for loss or damage you sustain through acts committed or events occurring during this policy period. No limit of insurance accumulates from year-to-year or period-to-period regardless of the number of years this policy remains in force or the number of premiums paid.

**(5)** This coverage does not apply to any "employee" or non-compensated trustee, director or officer upon discovery by you of any dishonest act committed by that person or persons before or after being hired by you.

**(6)** We will pay only for loss or damage discovered no later than two years after the end of the policy period.

**(7)** If you (or any predecessor in interest) sustained a loss or damage during the period of any prior insurance that you could have recovered under that insurance

except that the time within which to discover the loss or damage had expired, we will pay for it under this coverage, provided:

**(a)** This coverage became effective at the time cancellation, termination or expiration of the prior insurance; and

**(b)** The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

**(8)** The insurance under paragraph **(7)** above is part of, not in addition to the limit of insurance applying to this coverage and is limited to the lesser of the amount recoverable under:

**(a)** This coverage as of its effective date; or

**(b)** The prior insurance had it remained in effect.

**(9)** For purposes of this coverage, "Employee" means:

**(a)** Any natural person:

**(1.)** While in your service (and for 30 days after termination of service); and

**(2.)** Whom you compensate directly by salary, wages or commissions; and

**(3.)** Whom you have the right to direct and control while performing services for you; or

**(b)** Any natural person who is furnished to you to:

**(1.)** Substitute for a permanent "employee" on leave; or

**(2.)** Meet seasonal or short term work load conditions;

While that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1.) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2.) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

#### 15. Ordinance, Regulations or Laws

Under Section A. Coverage, 5. Coverage Extensions the following is added:

##### n. Ordinance, Regulations or Laws

Subject to a limit of \$500,000, we provide coverage as follows. This limit is the total limit of insurance available for all coverage provided hereunder.

- (1) Coverage for Loss to the Undamaged Portion of the Building.

If a Covered Cause of Loss occurs to a covered building property, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance, regulation or law that:

- (a) Requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;

- (b) Regulates construction and repair of that specific portion of the building property that has been damaged or established zoning or land use requirements as the described premises; and

- (c) Is in force at the time of loss.

Coverage for the undamaged portion of the building is the same as that provided for the damaged portion of the building as covered by the Commercial Package Policy to which this endorsement is attached.

This coverage does not extend to cover the cost of demolition and removal of any part of the building.

#### (2) Coverage for Demolition Cost-Undamaged Portion of the Building

If a Covered Cause of Loss occurs to the covered building property, we will pay the cost to demolish and clear the site of the undamaged part of the same building when such demolition and site clearing is caused by enforcement of any ordinance, regulation or law that:

- (a) Requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;

- (b) Regulates construction and repair of that specific portion of the building that has been damaged or established zoning or land use requirements at the described premises; and

- (c) Is in force at the time of loss.

#### (3) Increase Cost of Construction Coverage

If a Covered Cause of Loss occurs to a covered building property, we will pay for increased costs:

- (a) To repair, rebuild or reconstruct that specific portion of covered building property damaged by a Covered Cause of loss and due to the enforcement of any building, zoning or land use ordinance, regulation of law.
- (b) To rebuild demolished parts of the building when such demolition was required by enforcement of any ordinance, regulation or law that:
  - (1.) Requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;
  - (2.) Regulates construction and repair of that specific portion of the building property that has been damaged or establishes zoning or land use requirements at the described premises; and
  - (3.) Is in force at the time of loss.

However, we will not pay for the increased cost of construction if the building is not repaired or replaced.

Under **Causes of Loss - Special Form (CP 10 30) B. Exclusion 2.**, the following is added:

- O. The following losses to Increased Cost of Construction:
  - (1) Costs associated with enforcement of any ordinance, regulation of law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond

to, or assess the effects of "pollutants".

- (2) Increased construction costs:
  - (a.) until the property is actually repaired or replaced at the same premises or elsewhere; and
  - (b.) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years.
- (3) If the property is repaired or replaced on the same premises, we will not pay more than the amount you actually spend to:
  - (a.) Demolish and clear the site; and
  - (b.) Repair, rebuild or construct the property, but not for more than property of the same height, floor area and style on the same premises.
- (4) If the property is not repaired or replaced on the same premises, we will not pay more than:
  - (a) The amount you actually spend to demolish and clear the site of the described premises; and
  - (b) The costs to replace the damage or destroyed property on the same premises with other property of: comparable material and quality; of the same height, floor area and style; and used for the same purpose.
  - (c) The terms listed above apply separately to each covered building to which this coverage applies.

## 16. Fine Arts

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

### o. Fine Arts

- (1) We will pay for direct physical loss to "fine arts" which are your

property or the property of others in your care, custody or control while on the described premises, while on public exhibition or while in transit.

Fine arts means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, liturgical vessels, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit.

Under **Section E, Loss Conditions, 7. Valuation**, the following is added:

**g. Fine Arts-** the value of the covered property is not agreed upon but will be determined at the time of loss or damage. We will not pay more than each of the following:

- (1) The actual cash value of the property at the time of loss or damage; or
- (2) The amount for which you could reasonably expect to pay to have the property repaired to its condition immediately prior to the loss.

The most we will pay for loss or damage under this coverage extension is \$10,000 in any one occurrence. The amount payable under this coverage extension is additional insurance.

- (3) Under **Causes of Loss-Special Form (CP 10 30) Section B. Exclusions, 2.** The following is added:

**p.** Processing or work upon the covered property including any repairing, restoration or retouching of the "fine arts".

- (4) Under **Causes of Loss - Special Form (CP 10 30) Section C. Limitations 3.b.** the \$2500 special limit does not apply to articles of precious and semi-precious metals or stones.

## 17. Depositors Forgery

Under Section the **A. Coverage, 5. Coverage Extensions**, the following is added:

## p. Depositors Forgery

You may extend the insurance that applies to Your Business Personal Property to apply to loss you sustain because a written promise or order to pay "money" is forged or altered.

"Money" means currency, coins and bank notes and bullion in current use and having a face value and travelers checks, registered checks and money orders held for sale to the public.

We will pay for this loss whether the promise or order is:

- (1) Made by you;
- (2) Drawn upon by you; or
- (3) Made or drawn by an agent of yours.

The most we will pay for loss in any one occurrence of Depositors Forgery under this coverage extension is \$5000. No deductible applies to this item.

## 18. Spoilage

Under **Section A. Coverage, 5. Coverage Extensions**, the following is added:

## q. Spoilage

- (1) We will pay for your loss of "perishable goods" due to spoilage.
- (2) We will also pay for your loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.
- (3) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (4) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods", less discounts

and expenses you otherwise would have had, otherwise our payment will be determined in accordance with the Loss Payment Condition.

“Perishable” goods means property maintained under controlled temperature or humidity conditions for preservation and susceptible to loss or damage if the controlled temperature or humidity conditions change.

The most we will pay for loss or damage under this coverage is \$5,000.

#### **19. Electronic Data Processing Equipment**

Under Section **A. Coverage, 5. Coverage Extensions**, the following is added:

##### **r. Electronic Data Processing Equipment**

- (1) We will pay for direct physical loss to the following Covered Property which is your property or property in your care, custody or control:
  - (a) “Computer equipment”;
  - (b) Climate control equipment and fire protective equipment used exclusively with your “computer equipment”;
  - (c) Programming documentation and instruction manuals; and
  - (d) The necessary extra expense you incur to avoid or minimize the suspension of business and to continue “operations” because of direct physical loss or damage to covered property.
- (2) We will not pay for any loss to the following property:
  - (a) Property you rent, loan or lease to others while it is away from the described premises;
  - (b) Property you hold for sale, distribute or manufacture; or
  - (c) “Software” that cannot be duplicated or replaced with similar property of equal quality.

- (3) The most we will pay for any additional loss under this coverage extension is \$25,000 for the covered property listed in (1) (a)-(d) above. The most we will pay for Extra Expense is \$10,000.

Under **Causes of Losses-Special Form (CP 10 30) Section B. Exclusions 2**. The following is added:

- q. The following losses to Electronic Data Processing Equipment:
  - (1) Errors or omissions in programming or incorrect instructions to “hardware”;
  - (2) Electrical or mechanical damage, disturbance of electronic recordings or erasure of electronic recordings. We will pay for direct loss caused by lightning.
  - (3) Mechanical breakdown or malfunction, component failure, faulty installation or blowouts.
  - (4) Faulty instruction or incorrect usage, including changes in arrangements of parts.

**Building and Personal Property Form (CP 0010), Section H. Definitions** the following is added:

3. “Computer Equipment” means:
  - a. computer “hardware” and related component parts. component parts include but are not limited to modems, printers, keyboards and scanners;
  - b. computer control systems Including uninterruptable power supply systems, line conditioner and voltage regulator; and
  - c. “software”.
  - d. “Hardware” which means an assemblage of electronic machine components capable of accepting instructions and information according to instructions and producing desired results.

- e. "Operations" which means your business activities at the described Premises.
- g. "Software" which means processing, recording or storage media used for electronic data processing operations. This includes films, tapes, cards, discs, drums, cartridges, or cells; and data information and instructions stored on processing, recording or storage media used for electronic data processing operations.

**20. Outdoor Signs**

Under Building and Personal Property form (CP 00 10), **Section C. LIMITS OF INSURANCE**, the \$1,000 limitation on outdoor signs not attached to buildings is deleted.

**21. Debris Removal**

Under **Building and Personal Property form (CP 00 10), Section A. Coverage, 4. Additional Coverages, a. Debris Removal**, the limit of insurance applying to Item 4. Debris Removal is changed from \$10,000 to \$25,000.

**22. Amended Loss Condition – Vacancy**

Under **Section E. LOSS CONDITIONS, Item 6. Vacancy**, is amended by adding the following:

Covered buildings intended to be occupied as a residence for clergy are not subject to this Loss Condition.

**23. Coverage for Windows and Building Glass**

Under the Building and Personal Property Coverage form (CP 00 10), **A. Coverage, 1. Covered Property** the following is added:

- (6) windows and building glass;

Under **Causes of Loss Special form (CP 10 30), B. EXCLUSIONS**, only **c. Governmental Action, d. Nuclear Hazard** and **f War and Military Action** paragraphs (1) and (2) are applicable to window and building glass.

**24. Optional Coverage-Broad Form Water Damage**

When coverage is designated in the Declarations for Broad Form Water Damage Coverage, then the **Causes of Loss – Special Form (CP 10 30) , B. Exclusions, 1.g. Water, (3) and (4)** are deleted.

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$1,000. This deductible is to apply separately to:

- (1) each building, including personal property therein;
- (2) personal property in each building if no coverage is provided on the containing building;
- (3) personal property in the open.

We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance.

If **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM (CP 00 30)** is attached to the policy,

**25. Loss of Business Income and Extra Expense**

Unless otherwise specified in the Declarations, we will only pay for loss of Business Income and/or necessary Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This additional coverage is not subject to the Limits of Insurance.

**LEGAL LIABILITY COVERAGE FORM (CP 00 40)**

**26. Legal Liability Coverage**

Legal Liability Coverage is added, subject to the terms and conditions of the **Legal Liability Coverage Form (CP 00 40)**. Unless otherwise specified in the Declarations, the limit of insurance for this coverage is \$500,000. This applies to **Item C, Limits of Insurance**, and modifies the applicable Limit of Insurance accordingly.

**THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS. PLEASE READ THE COVERAGE FORM CAREFULLY.**

## **RELIGIOUS INSTITUTION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY**

IN CONSIDERATION OF ADDITIONAL PREMIUM CHARGED, THE FOLLOWING ENDORSEMENT IS ADDED TO THE POLICY. No provisions, stipulations, payment limits, or terms found in other parts or forms of your policy shall apply to this coverage form unless expressly provided herein. Please read the form carefully to understand how it changes your policy, including limits, circumstances, extent, and definitions of terms.

**Section II – Who Is An Insured** defines those people or organizations that qualify as an insured, a term used throughout this form. The terms “you” and “your” in this form refer to the Named Insured shown on the policy declarations page. The terms “we”, “us”, and “our” refer to the Insurance Company providing this insurance, also shown on the declarations page. Any references to the “coverage form” mean this Religious Institution Directors, Officers and Trustees Liability endorsement. The special meaning of any other term or phrase appearing in quotation marks is defined in **Section VI – Definitions**, and supercedes any definition found elsewhere in the policy.

### **SECTION I - COVERAGES**

#### **1. Insuring Agreement.**

We will pay those sums that you or your “Directors, Officers or Trustees” become legally obligated to pay as damages because of injury sustained or arising from a “wrongful act” to which this insurance applies.

**a.** This insurance applies to damages due to injury only if :

- (1)** The injury is caused by a “wrongful act” that takes place within the “coverage territory”; and
- (2)** The “wrongful act” first occurred after Retroactive Date, if any, shown for this coverage on the declarations page, or after the initial inception date of the policy, whichever is earlier; and
- (3)** The “wrongful act” first occurred before the end of the “policy period”; and
- (4)** A claim or “suit” because of the “wrongful act” is first made against any insured and reported to us, as mandated within this coverage form, during the “policy period” or any Extended Reporting Period we may

provide in **Section V – Extended Reporting Periods for Claims.**

**b.** We will have the right and duty to defend any “suit” seeking such damages. But:

- (1)** The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**;
- (2)** We may investigate or settle any claim or “suit” at our discretion, and may decline to pay damages or defend the insured against any “suit” or part of a “suit”, seeking redress for “wrongful acts” to which this insurance does not apply;
- (3)** Our right and duty to defend end when we have used up the applicable Limit of Insurance under this Directors, Officers and Trustees Liability coverage form in the payment of judgments and settlements; and
- (4)** We will not pay damages or offer defense under both this coverage form and any other coverage offered by the policy.

**c.** We may refuse to extend coverage or defend against a “suit”:

(1) If an insured listed under **Section II – Who Is An Insured**, or any employee, volunteer, or other individual authorized by an insured to give or receive notice of a "wrongful act" has any knowledge or suspicion that a "wrongful act" occurred, in whole or in part; prior to the Retroactive Date, if any, shown for this coverage on the declarations page, or the inception date of the policy, whichever is earlier; and

(2) If that insured or individual could reasonably foresee any circumstances which might result in a claim or "suit"; and

In such case, any continuation, change or resumption of such "wrongful act" during or after the "policy period" will be also deemed to have been a made claim prior to the "policy period".

d. A claim by one or more persons or organizations for damages arising from a "wrongful act" will be deemed to have been made at the earliest time when any insured listed under **Section II – Who Is An Insured** or any employee, volunteer, or other individual authorized by you to give or receive notice of a "wrongful act", or claim or "suit" for a "wrongful act:

(1) Receives any type of notice or indication that a "wrongful act" has occurred or may have occurred, either verbally or in writing; or

(2) Receives a written or verbal demand, claim or "suit" for damages because of a "wrongful act", or

(3) Reports all, or any part, of the "wrongful act" to us or any other insurer;

(4) Becomes aware by any other means that a "wrongful act" has occurred or has begun to occur.

All claims or "suits" for damages by one or more persons or organizations will be deemed to have been made at the time

the first of those claims or "suits" are made against any insured.

e. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION III – LIMITS OF INSURANCE**, Supplementary Payments.

## 2. Exclusions

This insurance does not apply to:

a. Any "wrongful act", error or omission in procuring, effecting, or maintaining adequate insurance coverage, amounts, or limits, or relating to insurance forms, endorsements, conditions or other provisions.

b. "Bodily Injury", including transmission of any communicable disease, mental anguish, or death to any person.

c. "Property Damage", including resulting loss of use, or loss of intellectual property, including electronic or computer data.

d. "Personal and Advertising Injury".

e. Any claim or "suit" for damages arising out of, or contributed in part or whole, by the actual or alleged violation of any Federal, state, or local law, regulation, statute or established case law involving the:

(1) Purchase, sale, disposition or holding of money or securities; or

(2) Civil or human rights of any individual or organization, including but not limited to, discrimination on account of race, religion, sex or age, or wrongful termination; or

(3) Employment-related requirements and practices of the insured, including but not limited to, occupational and work-place safety, workers compensation, disability benefits, retirement or social security obligations, tax withholding, unemployment compensation, privacy restrictions, sexual harassment protection, and discrimination; or

- (4) Administration of rent control, rent subsidization, fair housing, and equal opportunity access programs and practices relating to assignment, use, rental, lease, purchase or sale of any properties; or
  - (5) Criminal, fraudulent, dishonest, or malicious acts, errors or omissions committed by or with the knowledge or consent of any insured.
- f. Any claim involving or relating in any way to an insured's negligent hiring, refusal to employ, omissions in hiring process, coercion, demotion, discipline, defamation, harassment, humiliation, supervision, job-related employment actions, termination of employment, discrimination, or any other employment related practice, policy, act, error, or omission, regardless of the liability of the insured, or the capacity within which the insured is acting. This also includes any failure on your part to warn any individuals, investigate any allegation or act, or comply with any obligation to report.
  - g. Salaries, compensation, or bonuses voted to or denied to any insured or employees by the "Directors, Officers or Trustees" of the Named Insured.
  - h. Damages arising out of any transaction from which "Directors, Officers or Trustees" shall have gained any personal profit or advantage to which they are not legally entitled, or which is not shared equitably by members of the Named Insured.
  - i. Damages arising out of any transaction by a school board, board of education, education committee, or similar governing bodies.
  - j. Damages of any type other than money, or damages payable, which are recoverable from the Named Insured.
  - k. Damages from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any "pollutants" or for any loss, cost or expense arising out of any environmental liability statutes or regulation, governmental or any other request, demand or order, including but not limited to testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing any "pollutants".
  - l. Claims arising out of exposure to, inhalation or ingestion of, contracting or spread of any disease associated with, cost of removal, replacement, abatement or other mitigation involving mold, silica, asbestos, lead, or nuclear or radioactive materials, or any products that contain or consist of mold, silica, asbestos, lead, or nuclear or radioactive materials.
  - m. Injury to any employee of an insured, or family member of an employee, arising out of or in the course of employment by any insured. This includes any obligation of an insured under any workers' compensation, disability benefits, unemployment compensation, or similar law.
  - n. Liability or injury resulting from any actual or alleged conduct of a sexually threatening, harassing, suggestive, physical, visual, or otherwise inappropriate nature, whether consensual or unauthorized.
  - o. The exemplary or punitive damages portion of any claim, "suit", or judgement.
  - p. Any claim involving title or property rights to the Named Insured's property.
  - q. Breach of any contract or agreement.

## SECTION II - WHO IS AN INSURED

Each of the following is an insured:

1. You.
2. An organization or association designated in the Directors, Officers and Trustees Declarations is an insured with respect to its liability because of "wrongful acts" committed by its "Directors, Officers and Trustees".
3. If you are designated in the policy Declarations Pages as other than an individual, partnership or joint venture, your executive officers, directors, trustees, officials, elders, vestry or church council members are

insureds, both individually and collectively, but only with respect to the scope of their duties on behalf of the Named Insured at the time the “wrongful act” was committed or discovered.

4. The “Directors, Officers and Trustees” of any organization or subsidiary over which you maintain primary ownership or majority interest, and which is listed as such in the applicable schedule of the policy Declarations Pages is an insured while acting within the scope of their duties as such. However, no “Directors, Officers or Trustees” are an insured for any injury or incident that occurs before you acquired or formed the organization or subsidiary.

### SECTION III - LIMITS OF INSURANCE

1. The limit of insurance for this coverage is shown separately on the Declarations Page under Directors, Officers and Trustees Liability. The limit listed for Each Claim is the most we will pay for the sum of all damages, ~~defense and related expenses~~ resulting from any one claim or “suit” due to “wrongful acts”, regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought for a wrongful act; or
- c. Persons or organizations making claims or bringing “suits” for “wrongful acts”.

2. The Aggregate Limit is the most we will pay for all damages, ~~defense and related expenses~~ for all claims “wrongful acts” or “suits” to which this insurance applies.

3. If this Coverage Form is in effect for a period of more than one year, the limits 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 Directors, Officers and Trustees Declarations. But if the “policy period” is extended for less than 12 months, the extended period will be deemed to be part of the last preceding period for purposes of determining the Limits of Insurance.

4. Supplementary Payments

We will pay with respect to any claim for a wrongful act or “suit” we defend, and without reducing the Limits of Insurance:

- a. All expenses we incur;
- b. The cost of bonds to release attachments, but only for bonds within our 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 per day because of time off from work;
- d. All costs taxed against the insured in the “suit”;
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we 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 that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgement we are obligated to pay, up to the applicable Limit 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 Any “Wrongful Act”, Claim or “Suit”

- a. You must see to it that we are notified promptly if you become aware of any “wrongful act”, or any act, error or omission which reasonably would be expected to be the basis of a claim or “suit” covered by this insurance.
- b. If a claim is made or “suit” is brought against any insured, you must see to it that we receive prompt written notice of the claim or “suit”.

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, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

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

### 3. Legal Action Against Us

No person or organization has right under this Coverage Form:

- 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 under 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 final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form 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

- a. The insurance provided by this coverage form is excess over any other

valid and collectable insurance or agreement of indemnity available to the insured.

- b. When this insurance is excess, we have no duty to investigate or defend a claim or "suit" for a "~~counseling incident~~" "wrongful act" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

### 5. 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.

### 6. Separation of Insurers

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the 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.

### 7. 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 Form, 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.

### 8. If We Do Not Renew This Coverage

If we decide not to renew or cancel your policy, the provisions outlined in the Commercial General Liability Coverage Form of the policy for such action shall apply, and will automatically include the nonrenewal or cancellation of this coverage

form. You agree that no further notice regarding termination of this coverage form will be required.

#### **SECTION V - EXTENDED REPORTING PERIODS FOR CLAIMS**

1. We may offer an Extended Reporting Periods as described below if this Coverage Form has not been cancelled or non-renewed, or if we renew or replace this Coverage Form with insurance triggered on an Occurrence Basis.
2. Extended Reporting Periods do not extend the "policy period", change the scope of coverage provided, or reinstate, amend or alter the Limits of Insurance. The Extended Reporting Period applies only to claims or "suits" arising out of injury due to "wrongful acts" that occur before the end of the "policy period" but not before the effective date of the current "policy period" or, if provided, a retroactive date shown on the Declarations Page.
3. For any Extended Reporting Period, the following conditions apply:
  - a. You must report all claims to us within the Extended Reporting Period.
  - a. You must comply with the provisions described throughout this policy.
  - b. No coverage is afforded for claims covered under any subsequent insurance you purchase, or if the Aggregate Limit of Insurance was previously exhausted.
2. Extended Reporting is automatically provided without premium charge for the first 90 days after the end of the "policy period".
3. A longer Optional Extended Reporting Period, beyond the first 90 days automatically covered after the end of the "policy period", may be offered at our discretion for an additional premium charge not to exceed 200% of the annual premium for this endorsement. You must request this longer period, in writing, before the end of the "policy period" and pay the required additional premium.
4. Claims first received or reported during an Extended Reporting Period will be deemed

to have been made on the last day of the "policy period".

#### **SECTION VI - DEFINITIONS**

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, anxiety or depression, resulting from any of these at any time.
2. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America or its territories or possessions, including Puerto Rico.
3. "Directors, Officers and Trustees" and "Directors, Officers or Trustees" mean those individuals who form the central administrative or managing body of the insured. This includes, but is not limited to past, present, or future directors, officers, trustees, clergy, wardens, deacons, elders, or members of a duly elected, appointed, or constituted governing body. In the event of death, incapacity or bankruptcy, this also includes the estate, heirs, legal representatives, and assigns of the individual. However, in all cases, such individuals will only be "Directors, Officers, and Trustees" while acting within the scope of their duties as such to the "Religious Institution".
3. ~~"Defense expenses" means payments allocated to investigate, litigate, and defend a specific claim or "suit", or to represent an insured against such. These include:~~
  - ~~(1) Fees, salaries, reimbursements and related expenses of attorneys, paralegals, researchers, and expert witnesses we retain, or the insured retains with our consent, including our employees;~~
  - ~~(2) The cost of bonds to release attachments or similar bonds in a "suit", but only for bonds within our Limit of Insurance. We do not have to furnish these bonds;~~
  - ~~(3) 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 per day because of time off from work;~~

- ~~(4) All costs taxed against the insured in the "suit;"~~
- ~~(5) All other litigation expenses, but not the salaries of our claim adjusters or adjusters we hire.~~
4. "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
5. "Policy Period" means that period stated in the Declarations. However, if this endorsement is issued subsequent to the effective date of the policy, the "Policy Period" for this endorsement will start with the effective date of the endorsement and end with the expiration date of the policy.
6. "Property Damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property, excluding electronic data, that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
5. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
6. "Religious Institutions" are non-profit organizations, legally established to express belief in a divine power, that operate in a set location, and offer regularly scheduled services to the general public that express a set of beliefs, values, and practices based on the teachings of a spiritual leader.
7. "Suit" means a civil proceeding in which damages, because of a "wrongful act" to which this insurance applies, are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent, or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
8. "Wrongful acts" means any negligent acts, errors, misstatements, misleading statements, omissions, neglect or breach of duty committed by or claimed against any "Directors, Officers or Trustees" while acting within their scope of duties as such, and which are directly related to the operations of the "Religious Institution"
- Claims arising out of the same or interrelated "wrongful acts" shall be considered one claim, regardless of the number of "Directors, Officers and Trustees" involved or named in the claim, and shall be subject to the Each Claim Limit of Insurance shown on the Declarations Pages in force at the time the first "wrongful act" covered by this coverage form occurred.