

SERFF Tracking Number: CHMU-125873471 State: Arkansas
Filing Company: Church Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: ICP-26
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Independent Commercial Package Institutional Program
Project Name/Number: 2008 Interim/ICP-26

Filing at a Glance

Company: Church Mutual Insurance Company

Product Name: Independent Commercial SERFF Tr Num: CHMU-125873471 State: Arkansas

Package Institutional Program

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

Sub-TOI: 05.0000 CMP Sub-TOI Combinations Co Tr Num: ICP-26 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Llyweyia Rawlins, Brittany Yielding

Authors: Barbara Meyer, Bonny Graap Disposition Date: 10/28/2008

Date Submitted: 10/24/2008 Disposition Status: Approved

Effective Date Requested (New): 01/01/2009 Effective Date (New): 01/01/2009

Effective Date Requested (Renewal): 04/01/2009 Effective Date (Renewal): 04/01/2009

State Filing Description:

General Information

Project Name: 2008 Interim

Project Number: ICP-26

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 10/28/2008

State Status Changed: 10/27/2008

Corresponding Filing Tracking Number:

Filing Description:

Church Mutual Insurance Company has our Independent Commercial Package Institutional Program filed and approved in your state. As required, we are amending the rates and rules by separate letter.

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

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Effective January 1, 2009, for new business, and April 1, 2009, for renewal business, Church Mutual requests your approval for the following:

Form

We are filing additional forms, replacing forms, and updating existing forms. Due to the quantity of forms, we are submitting the following:

1. Summary of Form Revisions and New Forms
2. Revised Index of Forms
3. Final printed forms
4. Withdrawn forms
5. A 585.2 (10-08), Defense Coverage - Arkansas. Revised endorsement deleting reference to withdrawn Form A 516, Educators Legal Liability Coverage Form and previously withdrawn Form A 524, Directors, Officers, and Trustees Liability Coverage Form Including Employment Practices Coverage.

Company and Contact

Filing Contact Information

Donna Cleveland, Director--Commercial Lines dcleveland@churchmutual.com
3000 Schuster Lane (715) 539-4594 [Phone]
Merrill, WI 54452 (715) 539-4409[FAX]

Filing Company Information

Church Mutual Insurance Company CoCode: 18767 State of Domicile: Wisconsin
3000 Schuster Lane Group Code: Company Type: P&C
PO Box 357
Merrill, WI 54452 Group Name: State ID Number:
(715) 536-5577 ext. [Phone] FEIN Number: 39-0712210

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Form Filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Church Mutual Insurance Company	\$50.00	10/24/2008	23466402

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/28/2008	10/28/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Educators Legal Liability Application	Form	Barbara Meyer	10/27/2008	10/27/2008

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Disposition

Disposition Date: 10/28/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 04/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Letter	Approved	Yes
Supporting Document	Index of Forms and Endorsements	Approved	Yes
Supporting Document	Summary	Approved	Yes
Supporting Document	Side by Side	Approved	Yes
Supporting Document	Annotated form	Approved	Yes
Form	Educators Legal Liability Endorsement	Withdrawn	Yes
Form	Extended Reporting Period- Educators Legal Liability Endorsement	Withdrawn	Yes
Form	Educators Legal Liability App	Withdrawn	Yes
Form	Building and Personal Property Coverage Form	Approved	Yes
Form	Bodily Injury Definition	Approved	Yes
Form	Legal Defense Coverage Form	Approved	Yes
Form	Corporate Entity Endorsement	Approved	Yes
Form	Medical Expense Amendment	Approved	Yes
Form	Gen Liability Additional Provisions Form	Approved	Yes
Form	Employment Practices Liability Defense Expense End	Approved	Yes
Form	Employment Practices Liability Amendatory Endorsement	Approved	Yes
Form	Corporate Entity Endorsement	Approved	Yes
Form	Employment Practices Liability Amendatory Endorsement	Approved	Yes
Form	Medical Expense Amendment	Approved	Yes
Form	Corporate Entity Endorsement	Approved	Yes
Form	Additional Insured- Designated Person	Approved	Yes
Form	Additional Insured- Designated Person	Approved	Yes
Form	Exclusion- Property Damage Legal Liability	Approved	Yes
Form	Amendment of Insuring Agreement- Known Injury	Approved	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 10/27/2008

Comments:

I sent the incorrect withdrawn application ELL 907. Please see the attached ELL 907 -AR.

Sorry for any inconveniences this has caused.

Sincerely

Barbara Meyer
 Senior State Filing Technician

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Educators Legal Liability Application	ELL 907 -AR	10-99	Application/Binder/Enrollment	Withdrawn				907AR01.pdf

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Withdrawn	Educators Legal Liability Endorsement	A 516	07-98	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #:		A 516 (07-98) Withdrawn.pdf
Withdrawn	Extended Reporting Period-Educators Legal Liability Endorsement	A 516.1	07-98	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00 Previous Filing #:		A 516.1 (07-98) Withdrawn.pdf
Withdrawn	Educators Legal Liability App	ELL 907	10-99	Other	Withdrawn	Replaced Form #:0.00 Previous Filing #:		ELL 907 (10-99) Withdrawn.pdf
Approved	Building and Personal Property Coverage Form	A 1000	12-07	Policy/Coverage Form	New		0.00	10001207.pdf
Approved	Bodily Injury Definition	A 200.2	12-07	Endorsement/Amendment/Conditions	New		0.00	20021207.pdf
Approved	Legal Defense Coverage Form	A 253	12-07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 A 253 Previous Filing #:		25301207.pdf
Approved	Corporate Entity Endorsement	A 2012	12-07	Endorsement/Amendment/Conditions	New		0.00	20121207.pdf
Approved	Medical Expense Amendment	A 2013	12-07	Endorsement/Amendment/Conditions	New		0.00	20131207.pdf

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ons							
Approved	Gen Liability Additional Provisions Form	A 2015	12-07	Other	New	0.00	20151207.pdf
Approved	Employment Practices Liability Defense Expense End	A 520.2	12-07	Endorseme nt/Amendm ent/Condi ons	New	0.00	52021207.pdf
Approved	Employment Practices Liability Amendatory Endorsement	A 533	12-07	Endorseme nt/Amendm ent/Condi ons	New	0.00	53301207.pdf
Approved	Corporate Entity Endorsement	A 534	12-07	Endorseme nt/Amendm ent/Condi ons	New	0.00	53401207.pdf
Approved	Employment Practices Liability Amendatory Endorsement	A 554	12-07	Endorseme nt/Amendm ent/Condi ons	New	0.00	55401207.pdf
Approved	Medical Expense Amendment	A 602.1	12-07	Endorseme nt/Amendm ent/Condi ons	New	0.00	60211207.pdf
Approved	Corporate Entity Endorsement	A 606	12-07	Endorseme nt/Amendm ent/Condi ons	New	0.00	60601207.pdf
Approved	Additional Insured- Designated Person	A 220.2	05-08	Endorseme nt/Amendm ent/Condi ons	Replaced	Replaced Form #:0.00 A 220.2 Previous Filing #:	22020508.pdf
Approved	Additonal Insured- Designated Person	A 220.3	05-08	Endorseme nt/Amendm ent/Condi ons	Replaced	Replaced Form #:0.00 A 220.3 Previous Filing #:	22030508.pdf
Approved	Exclusion-	A 236	05-08	Endorseme nt/Amendm ent/Condi ons	Replaced	Replaced Form #:0.00	23600508.pdf

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	Property Damage Legal Liability			nt/Amendm ent/Condi ons	A 236 Previous Filing #:	f
Approved	Amendment of Insuring Agreement-Known Injury	A 254	05-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 A 254 Previous Filing #:	25400508.pdf
Approved	Additional Insured Designated Person or Organization for Specific Activity	A 2014	12-07	Endorsement/Amendment/Conditions New	0.00	20141207.pdf
Approved	Additional Insured Designated Person or Organization for Specific Activity-Primary	A 2014.1	12-07	Endorsement/Amendment/Conditions New	0.00	20141127.pdf
Approved	Defense Coverage - Arkansas	A 585.2	10-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: A 585.2 Previous Filing #:	58521008.pdf
Withdrawn	Educators Legal Liability Application	ELL 907 - AR	10-99	Application/Withdrawal Binder/Enrollment	Replaced Form #: Previous Filing #:	907AR01.pdf

EDUCATORS LEGAL LIABILITY COVERAGE FORM

YOUR EDUCATORS LEGAL LIABILITY COVERAGE IS CLAIMS MADE COVERAGE. DEFENSE EXPENSES ARE INCLUDED IN THE LIMIT OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we," "us," and "our" refer to Church Mutual Insurance Company.

The word "insured" means any person or organization qualifying as an insured. **Refer to Paragraph D - Who Is An Insured.**

Other words and phrases that appear in quotation marks have special meaning. **Refer to Paragraph H - Definitions.**

A. EDUCATORS LEGAL LIABILITY COVERAGE

1. Insuring Agreement.

a. We will pay those sums that an insured becomes legally obligated to pay for "loss" arising from any claim or claims because of injury arising out of a "wrongful act" to which this insurance applies.

b. We will have the right and duty to defend the insured against any "suit" seeking payment for "loss" and to pay for the "defense expense." However, we will have no duty to defend the insured against any "suit" seeking payment for "loss" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for "loss" and "defense expense" is limited. **Refer to Limit of Insurance;** and

(2) Our right and duty to defend and to pay "defense expense" end when we have used up the Limit of Insurance in the payment of "defense expense," judgments, or settlements under this Educators Legal Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

c. This insurance applies to "loss" because of injury only if:

(1) The injury is caused by a "wrongful act" that takes place in the "coverage territory";

(2) The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations Page or after the end of the policy period; and

(3) A claim for "loss" because of the "wrongful act" is first made and reported against any insured, in accordance with Paragraph d. below, during the policy period or any Extended Reporting Period we provide under extended reporting periods. **Refer to Extended Reporting Periods.**

d. A claim by a person or organization for "loss" will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

(2) When settlement is made in accordance with Paragraph 1.b. above.

All claims for "loss" because of injury to the same person will be deemed to have been made at the time the first of these claims is made against any insured.

2. Exclusions.

This insurance does not apply to:

a. (1) Injury or "loss" which would not have occurred in whole or part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at any time.

(2) Any "loss," cost, or expense arising out of any:

(a) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

b. "Bodily injury" or "property damage."

c. "Personal injury" or "advertising injury."

d. Injury that arises out of:

(1) Any actual or alleged act of "sexual misconduct or sexual molestation" including damages on account of any negligent hiring or transfer of, failure to supervise, or failure to dismiss any employee or volunteer worker alleged to have committed any act of sexual misconduct or sexual molestation.

(2) A "counseling incident."

e. "Loss" which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "loss" the insured would have in the absence of the contract or agreement.

f. Employment related injury or "loss" that arises out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) "Sexual harassment;"

(4) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or

(5) Consequential injury or "loss" as a result of f.(1), f.(2), f.(3) above.

This exclusion applies where the insured is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for damages arising out of paragraph f.(1), f.(2), f.(3), f.(4) above.

g. "Loss" arising out of punitive damages, fines, penalties, sanctions, or multiplied damages.

h. Claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, or situation:

(1) underlying or alleged in any prior and/or pending litigation as of the inception date of this coverage, or

(2) which has been the subject of any notice given before the inception date of this coverage.

i. Any claim based upon or arising out of the gaining of any personal profit or advantage to which the insured is not legally entitled.

j. Any claim based upon, arising out of, or attributable to any insured committing in fact any fraudulent or dishonest act.

k. Any claim arising out of the Asbestos Hazard Emergency Response Act 15 USC 2641, et seq., and/or arising out of asbestos and/or any product containing asbestos fibre and/or liability resulting from asbestosis and/or any related disease and/or inhalation of asbestos fibre and/or the cost of removal, replacement, or any other acts taken to abate asbestos hazards.

l. Any claim arising from lead and/or any product containing lead including, but not limited to, lead paint, lead pigment, and lead in water and/or liability resulting from lead poisoning and/or any related disease, and/or inhalation or ingestion of lead, and/or the cost of removal, replacement,

or any other acts taken to abate lead hazards.

- m. Any claim arising out of a breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, or to any amounts due under any fringe benefit or retirement program.

B. RETENTION

We will not pay for any "loss" until the amount of "loss" exceeds the retention shown in the Declarations Page. We will then pay the amount of "loss" in excess of the retention, up to the applicable Limit of Insurance.

C. SUPPLEMENTARY PAYMENTS - EDUCATORS LEGAL LIABILITY COVERAGE

1. We will pay, with respect to any claim or suit we defend:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - b. All interest on our portion of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

D. WHO IS AN INSURED

Each of the following is an insured:

1. You are an insured.
2. Any person named or occupying a position shown in the applicable schedule of the Declarations Page is an insured.
3. Your past, present, or future school board members, superintendents, directors, officers, trustees, employees, faculty including student teachers, clergy, and volunteers performing duties for the "Educational Entity" and, in the event of death, incapacity or bankruptcy, the estate, heirs, legal representatives, or assigns of the individual; all while acting within the scope of their duties as such are an insured.

E. LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:

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

2. The Educators Legal Liability Aggregate Limit:

- a. Is the most we will pay for the sum of:
 - (1) All "loss," and
 - (2) All "defense expense" for claims and "suits" seeking damages,

because of all injury included under this Educators Legal Liability Coverage.

Each payment we make for "loss" and "defense expense" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be available for further "loss" and "defense expense."

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

"Loss" arising out of the same "wrongful act" or interrelated, repeated, or continuous "wrongful act" of one or more insured shall be deemed "loss" in the policy period in which the first such claim or "wrongful act" is first reported to the insurer.

F. EDUCATORS LEGAL LIABILITY CONDITIONS

1. Bankruptcy.

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

2. Duties in the Event of Any "Wrongful Act," Claim, or "Suit."

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

- (1) How, when, and where the "wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature of the injury arising out of the "wrongful act."

Notice of a "wrongful act" is not notice of a claim.

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

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

3. Legal Action Against Us.

No person or organization has a right under this coverage 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 on this coverage form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "loss" that is not payable under the terms of this coverage form or that is in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a "loss" we cover under the Educators Legal Liability Coverage of this form, our obligations are limited as follows:

a. Primary Insurance.

This insurance is primary. When this insurance is primary, our obligations are not affected unless any other insurers' insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance.

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is effective prior to the beginning of the policy period shown in the Declarations Page of this insurance and applies to a "wrongful act" on other than a claims made basis if:

(a) No Retroactive Date is shown in the Declarations Page of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations Page of this insurance.

When this insurance is excess, we will have no duty under this Educators Legal Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If

no other insurer defends, we may elect to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss," if any, that exceeds the sum of:

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

We will share the remaining "loss," if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations Page of this policy.

c. Method of Sharing.

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this coverage in accordance with our rules and rates.
- b. Premium for this coverage is a deposit premium only. At the close of each audit period, we may compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the deposit and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

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

6. Representations.

By accepting the policy, you agree:

- a. The statements in the Declarations Page and the application 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 representation.

7. Separation of Insureds.

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

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

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

If the insured has rights to recover all or part of any payment we have made under this coverage 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.

9. When Our Duty to Defend "Suits" and to Pay "Defense Expense" Ends:

- a. We will notify the first Named Insured as soon as practicable of any outstanding claims or "suits" for which our duty to defend has ended.
- b. We will notify any insured, as soon as practicable, of any outstanding "suits" in which we are defending that insured and for which our duty to defend has ended.
- c. You and any other involved insured will, as soon as practicable, arrange for the defense of those outstanding "suits" and any future "suits" for which our duty to defend has ended.

d. We will cooperate in arranging for the transfer of defense of those outstanding "suits";

e. Until those arrangements are complete, we will take on behalf of the insured those steps we think appropriate:

(1) To avoid a default in any "suit"; or

(2) To the continued defense of any "suit" and

you will reimburse us, if we take such steps, for any "defense expense" we pay.

10. Limitation of Coverage.

a. If this coverage form is part of a policy which has other liability insurance, that other liability insurance does not apply to any injury or "loss" caused by any "wrongful act" covered by this coverage form.

b. If two or more policies issued by us apply to the same "wrongful act," the maximum amount we will pay for "loss" under all the policies will not exceed the highest applicable Limit of Insurance that applies to any one of the policies.

11. When We Do Not Renew.

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

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

G. EXTENDED REPORTING PERIODS

1. We will provide the Extended Reporting Periods as described below if:

a. This coverage form is cancelled or not renewed for any reason except nonpayment of premium; or

b. We renew or replace this coverage form with insurance that:

(1) Has a retroactive date later than the one shown in the Declarations Page of this policy; or

(2) Does not apply to injury that arises out of "wrongful acts" on a claims made basis.

2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided, or reinstate the Limits of Insurance. They apply only to claims for injury arising out of "wrongful acts" that occur before the end of the policy period but not before the retroactive date, if any, shown in the Declarations Page.

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

Claims must be reported to us not later than 90 days after the end of the policy period in accordance with Educators Legal Liability Conditions, Subparagraphs 2.a. or 2.b., of this coverage form.

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

4. A Supplemental Extended Reporting Period for a three year duration is available but only by endorsement and for an extra charge. This period starts 90 days after the end of the policy period.

You must give us a written request for the endorsement within 90 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates.

The endorsement will include a provision to the effect that the insurance afforded for claims first received during the Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

Once in effect, the Supplemental Extended Reporting Period may not be cancelled, and the premium will be fully earned.

5. Claims which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

H. DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services.
 - b. Oral or written publication of material that violates a person's right of privacy.
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title, or slogan.
2. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at anytime.
3. "Counseling incident" means any act or omission in the furnishing of counseling services.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico, and Canada;
 - b. All parts of the world if the injury arises out of the activities of an insured whose home is in the territory described in a. above and whose responsibility to pay damages is determined in a "suit" on the merits in the territory described in a. above or in a settlement we agree to.
5. "Defense expense" means payments allocated to a specific claim or "suit" and includes:
 - a. Fees and salaries of attorneys and paralegals we retain.
 - b. Fees of attorneys the insured retains when by mutual agreement, court order, or law the insured is given the right to retain defense counsel to defend a "suit."
 - c. All other litigation expenses.
 - d. The cost of bonds to release attachments or similar bonds in any "suit," but only for bond amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
6. "Educational Entity" means only that entity, or that part of the entity, which is named in the Declarations Page and formed for the purpose of providing education, including religious studies, day care and preschool operations, elementary and high schools, and colleges, universities, and seminaries.
7. "Loss" means damages, judgments, settlements, and "defense expenses." "Loss" does not include nonmonetary damages or injunctive relief.
8. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:
 - a. False arrest, detention, or imprisonment;
 - b. Malicious prosecution;
 - c. 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;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
9. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
10. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a

sexual nature that are implied or presented as a condition of employment, are used as a basis for employment decisions, or creates a work environment that interferes with job performance or creates an intimidating, hostile, or offensive working environment.

11. "Sexual Misconduct or Sexual Molestation" is any activity which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.
12. "Suit" means a civil proceeding in which a "loss" because of injury to which this insurance applies is alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

13. "Wrongful Act" means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty committed by an insured in the performance of duties for the "Educational Entity."

Claims arising out of the same "wrongful act" or interrelated "wrongful acts" of one or more persons insured shall be considered one "loss" and shall be subject to only one retention.

WITHDRAWN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SUPPLEMENTAL EXTENDED REPORTING PERIOD
EDUCATORS LEGAL LIABILITY**

This endorsement modifies insurance provided by the Educators Legal Liability Coverage Form.

The following is added to the Educators Legal Liability Coverage Form.

SCHEDULE

Premium _____

A. SUPPLEMENTAL EXTENDED REPORTING PERIOD - EDUCATORS LEGAL LIABILITY

1. The Supplemental Extended Reporting Period Endorsement is provided, as described under Paragraph G. (Extended Reporting Periods) of the Educators Legal Liability Coverage Form.
2. Supplemental Extended Reporting Period.
 - a. A claim first made after the policy period will be deemed to have been made on the last day of the policy period, provided that the claim is for damages because of a "wrongful act" that occurred before the end of the policy period but not before any applicable Retroactive Date, if any, shown in the Declarations Page.
3. The following is added under Paragraph F., Educators Legal Liability Conditions, Subparagraph 4., (Other Insurance):
 - a. This Supplemental Extended Reporting Period does not reinstate or increase the Limits of Insurance.
 - a. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

WITHDRAWN

**CHURCH MUTUAL INSURANCE COMPANY
MERRILL, WISCONSIN
EDUCATORS LEGAL LIABILITY APPLICATION**

This is an application for claims-made coverage. Please read carefully.

1. Legal Name of Educational Entity: _____
 Address: _____
 City: _____ State: _____ Zip: _____
2. Limit of Insurance Desired: \$100,000 \$250,000 \$500,000 \$1,000,000
3. Retention: \$1,000 \$5,000 \$10,000 _____
4. Retroactive Date: _____
5. Total Current Enrollment _____
6. Total Number of Employed Teachers _____ Day Care/Preschool Workers _____
 Board Members _____ Volunteers _____ Counselors _____ Administrators _____
7. Has the board established guidelines or procedures for discipline, suspension, or dismissal of students?
 Yes No
8. Are all required school licenses current? Yes No (If none is required, state none) _____
9. Has any similar insurance for the entity been declined, cancelled, or not renewed? Yes No
 If yes, explain: _____
10. Within the scope of this proposed insurance there has not been any claim made nor is there any now pending against any persons proposed for insurance, except as follows (if answer is none, so state; otherwise, attach explanation):

11. No person proposed for this insurance has knowledge of any act, error, omission which he/she has reason to suppose might afford valid grounds for any future claim such as would fall within the scope of the proposed insurance, except as follows (if answer is none, so state; otherwise, attach explanation):

12. The Entity, its Board, and/or its Employees or volunteers have not been involved in or have any knowledge of any pending Federal, State or Local legal actions or proceedings against the Entity, its Board Members, or Employees except as follows (if answer is none, so state; otherwise, attach explanation):

The undersigned authorized officer(s) of the Entity and/or Board declare that, to the best of their knowledge, the statements set forth herein are true. Signing of this application does not BIND the Insurer to complete the insurance, but it is agreed that this form shall be the basis of the contract should a policy be issued, and this form will be attached to and become part of the policy.

 Name Title Date

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

For Camps and Related Properties

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we," "us," and "our" refer to Church Mutual Insurance Company. Other words and phrases that appear in quotation marks have special meaning. **Refer to Paragraph I - DEFINITIONS.**

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations Page caused by or resulting from any Covered Cause of Loss.

1. Covered Property.

Covered Property, as used in this Coverage Form, means the type of property described in this section, A. 1., and limited in A. 2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations Page, including:

- (1) Signs on or within 100 feet of the described premises.
- (2) Signs away from premises.
- (3) Completed additions.
- (4) Glass windows and their protective covering.
- (5) Electric sound amplification equipment and accessories.
- (6) Fixtures, including landscaping, light fixtures, outdoor fixtures, and other.
- (7) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment.
- (8) Fixed:
 - (a) Seats;
 - (b) Desks; and
 - (c) Tables.

(9) Permanently installed bleachers.

(10) The following personal property owned by you that is used to maintain or service the building or structure or its premises:

- (a) Fire extinguishing equipment;
- (b) Outdoor furniture and portable bleachers;
- (c) Floor coverings fastened to the floor; and
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing, or laundering.

(11) If not covered by other insurance:

- (a) Alterations and repairs to the building or structure; and
- (b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations, or repairs to the building or structure.

b. Your Personal Property (not otherwise insured under building) located in or on the building described in the Declarations Page or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Furniture and fixtures.
- (2) Machinery and equipment.
- (3) All other personal property owned by you and used in your operations.
- (4) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations, or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove.

(5) Leased personal property for which you have a written contractual responsibility to insure. The contractual responsibility must have been established prior to any direct physical loss of or damage to the personal property.

2. Property Not Covered.

Covered Property does not include:

a. Accounts, bills, currency, deeds, evidences of debt, money, notes, or securities.

b. Animals.

c. Bridges, roadways, walks, patios, or other paved surfaces.

d. The cost of excavations, grading, backfilling, or filling.

e. Foundations of buildings, structures, machinery, or boilers if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement.

f. Water, land (including land on which the property is located), and growing crops.

g. Bulkheads, pilings, piers, wharves, or docks.

h. Property that is covered under another Coverage Form of this policy or any other policy in which it is more specifically described.

i. Outdoor fences and retaining walls except as provided in the Coverage Extensions.

j. Underground pipes, flues, or drains.

k. The cost to research, replace, or restore the information on valuable papers and

records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions.

l. Vehicles or self-propelled machines (including automobiles, watercraft, and aircraft) that:

(1) Are operated principally away from the described premises; or

(2) Are licensed for use on public roads.

This Paragraph l. does not apply to your canoes or rowboats when on described premises.

m. The following property while outside of buildings:

(1) Grain, hay, straw, or other crops.

(2) Radio, television, satellite dish type, or other antennas, including their lead-in wiring, masts, or towers, except as provided in the Coverage Extensions.

(3) Trees, lawns, plants, or shrubs, except as provided in the Coverage Extensions.

B. DEDUCTIBLE

In any one occurrence of covered loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example No. 1:

This example assumes there is no coinsurance penalty.

Deductible: \$250

Limit of Insurance - Bldg. 1: \$60,000
Limit of Insurance - Bldg. 2: \$80,000

Loss to Bldg. 1: \$60,100
Loss to Bldg. 2: \$90,000

The amount of loss to Bldg. 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

\$60,100
- 250
\$59,850 Loss Payable - Bldg. 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:
\$59,850 + \$80,000 = \$139,850

Example No. 2:

This example, too, assumes there is no coinsurance penalty.

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1: \$70,000 (exceeds Limit of Insurance plus Deductible)
Loss to Bldg. 2: \$90,000 (exceeds Limit of Insurance plus Deductible)

Loss Payable - Bldg. 1: \$60,000 (Limit of Insurance)
Loss Payable - Bldg. 2: \$80,000 (Limit of Insurance)
Total Amount of Loss Payable: \$140,000

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations Page.

D. COVERED CAUSES OF LOSS

See the applicable Causes of Loss Form as shown in the Declarations Page.

E. EXCLUSIONS AND LIMITATIONS

See the applicable Causes of Loss Form as shown in the Declarations Page.

F. COVERAGE EXTENSIONS

Each of the following Coverage Extensions are additional insurance. The Coinsurance Condition does not apply to these Extensions.

1. Newly Constructed Buildings.
 - a. You may extend the insurance that applies to building to apply to:
 - (1) Your new buildings while being built in the United States of America, Puerto Rico, or Canada.
 - (2) Your additions to buildings:
 - (a) Covered by the Building and Personal Property Coverage Form; and
 - (b) Only if the addition is under construction.
 - b. Insurance under this Extension for newly constructed building will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 180 days expire after you begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date construction begins. The most we will pay for loss or damage under this Extension is \$1,000,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

2. Newly Acquired Buildings and Newly Acquired Personal Property.
 - a. You may extend the insurance that applies to building and personal property to apply to any building and personal property you acquire that is located (other than at described premises) in the United States of America, Puerto Rico, or Canada. The building and personal

property must be owned by you and intended for similar use as the building and personal property described in the Declarations Page.

- b. Insurance under this Extension for newly acquired building and personal property will end when any of the following first occurs:

- (1) This policy expires;
- (2) 180 days expire after you acquire the building or the personal property located therein; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The most we will pay for loss or damage under this Extension is \$1,000,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

3. Personal Property of Others.

- a. You may extend the insurance that applies to your personal property to apply to:

- (1) Personal property of your officers, trustees, employees, and guests; and
- (2) Personal property of others in your care, custody, or control.

- b. This Extension applies only when the personal property is at the premises described in the Declarations Page.

- c. This Extension does not apply:

- (1) To personal property that is located in dwelling or living quarters.
- (2) To personal tools and equipment of others.
- (3) To business and other personal property of your camp directors.
- (4) If other insurance covers the same loss or damage, except we will pay for the amount of loss or damage we cover in excess of the amount due from that other insurance including any deductible. We will not pay the

amount due from that other insurance.

- d. Our payment for loss of or damage to personal property of others:

- (1) Will only be for the account of the owner of the property.

The most we will pay for all loss or damage under this Extension is \$5,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

4. Business Personal Property of Your Camp Directors.

- a. You may extend the insurance that applies to your personal property to apply to business personal property of your camp directors.

- b. This Extension applies when business personal property of your camp directors is at or away from the premises described in the Declarations Page.

- c. This Extension does not apply if other insurance covers the same loss or damage except we will pay for the amount of loss or damage we cover in excess of the amount due from that other insurance including any deductible. We will not pay the amount due from that other insurance.

- d. Our payment for loss of or damage to business personal property of your camp directors will only be for the account of the owner of the property.

The most we will pay for all loss or damage under this Extension is \$10,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

5. Personal Tools and Equipment of Others.

- a. You may extend the insurance that applies to your personal property to apply to:

- (1) Personal tools and equipment of your volunteers, officers, trustees, employees, and guests; and
- (2) Personal tools and equipment of others in your care, custody, or control.

b. This Extension applies only when the personal tools and equipment is used for the construction, renovation, or repair of the described premises in the Declarations Page.

c. This Extension does not apply:

- (1) To tools and equipment that are located in dwelling or living quarters.
- (2) If other insurance covers the same loss or damage, except we will pay for the amount of loss or damage we cover in excess of the amount due from that other insurance, including any deductible. We will not pay the amount due from that other insurance.

d. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

The most we will pay for all loss or damage under this Extension is \$5,000 for any one occurrence.

6. Valuable Papers and Records - Cost of Research.

You may extend the insurance that applies to your personal property to apply to your costs necessarily incurred to research, replace, or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.

The most we will pay under this Extension is \$10,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

7. Property Off Premises.

You may extend the insurance that applies to Covered Property to apply to:

- a. Your Covered Property that is temporarily (not to exceed 180 days) removed from the premises described in the Declarations Page.
- b. Your Covered Property in transit more than 100 feet from the premises described in the Declarations Page. We do not cover any loss or damage caused by or resulting from any transporting vehicle's collision with the roadbed.

This Extension applies to Covered Property anywhere in the world.

The most we will pay for loss or damage under this Extension is \$25,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

8. Outdoor Trees, Lawns, Plants, or Shrubs.

You may extend your insurance to cover loss or damage to outdoor trees, lawns, plants or shrubs at the described premises. Loss or damage includes debris removal expense and must be caused by or result from any of the following Causes of Loss:

- a. Fire.
- b. Lightning.
- c. Explosion.
- d. Riot.
- e. Civil Commotion.
- f. Aircraft.
- g. Theft.
- h. Vandalism.
- i. Vehicles, except loss or damage:
 - (1) Caused by or resulting from maintenance, construction, or repairs.
 - (2) Which is cumulative, occurring over a period of days, weeks, or months.

The most we will pay for loss or damage to any one tree, lawn, plant, or shrub is \$500, unless a higher limit is shown on the Declarations Page. The most we will pay for all loss or damage under this Extension is \$5,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

9. Structures on Premises.

You may extend the insurance that applies to your buildings or personal property to apply to permanent structures owned by you. The permanent structures must be located on the premises described in the Declarations Page and be separated from buildings by clear space.

a. Structures on Premises include:

- (1) Maintenance, service or storage buildings and their contents;
- (2) Fences and retaining walls;
- (3) Pavilions and similar shelters;
- (4) Light bearing standards or poles; and
- (5) Radio, television, satellite dish type or other antennas (and their lead-in wiring, masts or towers) even if not separated from buildings by clear space.

b. Structures on Premises does not include:

- (1) Any structure that pertains to the occupancy of a dwelling;
- (2) Any building (other than maintenance, service, or storage buildings and their contents); or
- (3) Any outside signs.

The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

10. Dwelling.

You may extend the insurance that applies to any dwelling occupied by not more than four families and described in the Declarations Page to apply to that dwelling's:

- a. "Related private structures."
- b. "Property in the dwelling."
- c. "Rental value."
- d. "Additional living expense."

The most we will pay for loss or damage to dwelling related private structures under this Extension is up to 10% of the Limit of Insurance shown for that dwelling in the Declarations Page.

The most we will pay for loss or damage to property in the dwelling under this Extension is up to 5% of the Limit of Insurance shown for that dwelling in the Declarations Page.

The most we will pay for loss of dwelling rental value under this Extension is up to 10% of the Limit of Insurance shown for that dwelling in the Declarations Page.

The most we will pay for the cost of additional living expense under this Extension is up to 10% of the Limit of Insurance shown for that dwelling in the Declarations Page.

As respects this Extension, when blanket coverage applies to a described dwelling, we will determine that dwelling's Limit of Insurance at the time of loss or damage as the replacement value of the dwelling.

G. ADDITIONAL COVERAGES

Each of the following Additional Coverages provides an additional amount of insurance unless otherwise indicated.

1. Debris Removal

a. Subject to Paragraphs c. and d., we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

b. Debris Removal does not apply to costs to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore, or replace polluted land or water.

c. Subject to the exceptions in Paragraph d., the following provisions apply:

(1) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(2) Subject to (1) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

d. We will pay an additional \$10,000, unless a higher limit is shown on the Declarations Page, for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (1) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (2) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if d. (1) and/or d. (2) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000, unless a higher limit is shown on the Declarations Page.

e. Examples

The following examples assume that there is no coinsurance penalty.

Example #1

Limit of Insurance	\$90,000
Amount of Deductible	\$500
Amount of Loss	\$50,000
Amount of Loss Payable	\$49,500
	(\$50,000-\$500)
Debris Removal Expense	\$10,000
Debris Removal Expense Payable	\$10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph c.

Example #2

Limit of Insurance	\$90,000
Amount of Deductible	\$500
Amount of Loss	\$80,000
Amount of Loss Payable	\$79,500
	(\$80,000-\$500)
Debris Removal Expense	\$30,000
Debris Removal Expense Payable	
Basic Amount	\$10,500
Additional Amount	\$10,000

The basic amount payable for debris removal expense under the terms of Paragraph c. is calculated as follows: \$80,000 (\$79,500 + \$500) X .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph d., because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph d. Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

2. Preservation of Property.

If it is necessary to move Covered Property from the premises described in the Declarations Page to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- a. While it is being moved or while temporarily stored at another location; and
- b. Only if the loss or damage occurs within 30 days after the property is first moved.

This is not an additional amount of insurance.

3. Fire Department Service Charge.

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000, unless a higher limit is shown on the Declarations Page, for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance.

No deductible applies to this Additional Coverage.

4. Fire Extinguisher and Fire Suppression System Recharge

- a. We will pay the actual cost to recharge fire extinguishers after their use in fighting a fire at the described premises.
- b. We will pay the actual cost to recharge fire suppression systems due to leakage or discharge at the described premises. However, this provision applies only if the leakage or discharge of the fire suppression system is caused by a Covered Cause of Loss.

5. Institutional Income and Extra Expense.

a. Institutional Income.

We will pay your actual loss of net income that occurs during the period from the date of loss to the date the property can reasonably be restored to a tenantable condition but not longer than 12 consecutive months following the date of the direct physical loss or damage, if your "operations" or occupancy are necessarily interrupted because of direct physical loss of or damage to covered property at the described premises, resulting from a covered cause of loss. In determining the amount of any loss, we will consider the history of your income prior to the loss.

Institutional income means:

(1) Net Income. This means:

- (a) Total receipts (less operating expenses) normally received during the period of disruption of operations; and

- (b) Necessary continuing normal operating expenses;

Received or incurred by your "operations." We will consider payroll continuation and other expenses to the extent necessary to resume your "operations" with the same quality of service that existed before the loss.

(2) Rents. This means:

- (a) Your actual loss of rental income from your building as furnished or equipped; and
- (b) Any of your expenses that your tenants had agreed to pay; and
- (c) The "rental value" of any part of the building that you occupy;

Less any expenses that do not continue.

You must do all you can to reduce the loss. We do not cover any increase in loss due to your failure to use reasonable efforts to resume complete or partial operations. This includes making use of other locations and property to reduce the loss.

b. Extra Expense.

We will pay any actual and necessary extra expense sustained by you due to direct physical loss of or damage to Covered Property (except any dwelling) at the premises described in the Declarations Page caused by or resulting from any Covered Cause of Loss.

(1) Extra expense means necessary "additional expense" you incur during the "period of restoration":

- (a) To avoid or minimize the "suspension" of your "operations":

- 1) At the premises described in the Declarations Page.
- 2) At replacement premises or at temporary locations including relocation expenses and costs to equip and operate the temporary or replacement locations.

- (b) To minimize the "suspension" of your "operations" if you cannot continue "operations."
- (c) To reduce the amount of loss otherwise payable by:
 - 1) Repairing or replacing any property; or
 - 2) Researching, replacing, or restoring the lost information on damaged valuable papers and records;

to the extent 1) or 2) above, reduce the amount of loss otherwise payable.

c. Civil Authority.

We will pay for the actual loss of Institutional Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for Institutional Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- (1) Three consecutive weeks after the time of that action; or
- (2) When your Institutional Income coverage ends;

whichever is later.

d. Alterations and New Buildings.

- (1) We will pay for the actual loss of Institutional Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:
 - (a) New buildings or structures, whether complete or under construction;

- (b) Alterations or additions to existing buildings or structures; or
- (c) Machinery, equipment, supplies, or building materials located on or within 100 feet of the described premises; and
 - 1) Used in the construction, alterations, or additions; or
 - 2) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

e. Extended Institutional Income.

- (1) Institutional Income other than "Rental Value."

If the necessary "suspension" of your "operations" produces an Institutional Income loss payable under this policy, we will pay for the actual loss of Institutional Income you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt, or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - 1) The date you could restore your "operations," with reasonable speed, to the level which would generate the institutional income amount that would have existed if no direct physical loss or damage had occurred; or
 - 2) 30 consecutive days after the date determined in (a) above.

However, Extended Institutional Income does not apply to loss of Institutional Income sustained or extra expense incurred as a result of

unfavorable operating conditions caused by disruption to properties not insured under this policy.

Loss of Institutional Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value."

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

(a) Begins on the date property is actually repaired, rebuilt, or replaced and tenantability is restored; and

(b) Ends on the earlier of:

1) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or

2) 30 consecutive days after the date determined in (a) above.

However, Extended Institutional Income does not apply to loss of "Rental Value" incurred as a result of disruption of properties not insured under this policy.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

The most we will pay under this Additional Coverage for Institutional Income and Extra Expense is \$10,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

6. Lock Replacement.

We will pay any necessary expense to repair or replace exterior or interior door locks of a covered building:

a. If your door keys are stolen in a covered theft loss; or

b. When your property is damaged and your door keys are stolen by burglars.

The most we will pay under this Additional Coverage is \$500, unless a higher limit is shown on the Declarations Page, for any one occurrence.

7. Refrigerated Food Products.

We will pay for loss of or damage to refrigerated food products at the premises described in the Declarations Page caused by the interruption of power supply services to those premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property used to supply power to your premises.

The most we will pay under this Additional Coverage is \$1,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

8. Arson Reward.

We will pay a reward for information leading to a conviction for arson. The reward is payable only for information concerning a fire loss to property covered by this policy.

The most we will pay as a reward is \$5,000, unless a higher limit is shown on the Declarations Page, even if more than one person provides information leading to a conviction for arson. We will base the amount of our reward payment on the value of the information furnished.

No deductible applies to this Additional Coverage.

This Additional Coverage does not apply to anyone who personally participated in the arson.

9. Pollutant Cleanup and Removal.

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge,

dispersal, seepage, migration, release, or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants," but we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Cause of Loss occurring during each separate 12 month period of this policy.

10. Building Ordinance.

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

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

With respect to the building that has sustained covered direct physical damage we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building.

(2) Demolition Cost Coverage.

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

(3) Increased Cost of Construction Coverage.

a) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- 1) Repair or reconstruct damaged portions of that Building property; and/or
- 2) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- 1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning, or land use ordinance or law.
 - 2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed, or remodeled.
- b) When a building is damaged or destroyed and Increased Cost of Construction Coverage applies to that building in accordance with 3)a) above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3)a):
- 1) The cost of excavations, grading, backfilling, and filling;
 - 2) Foundation of the building;
 - 3) Pilings; and
 - 4) Underground pipes, flues, and drains.

The items listed in b)1) through b)4) above, are deleted from Property Not Covered, but only with respect to the coverage described in this provision, (3)b).

b. Application Of Coverage(s).

The Coverage(s) provided by this additional coverage apply only if both b.(1) and b.(2) are satisfied and are then subject to the qualifications set forth in b.(3).

(1) The ordinance or law:

- a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b) Is in force at the time of loss.

But coverage under this additional coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this additional coverage.

(2) a) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

- b) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

- c) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this additional coverage even if the building has also sustained covered direct physical damage.

(3) In the situation described in b.(2)b) above, we will not pay the full amount of loss otherwise payable under the terms of Paragraph a. of this additional coverage. Instead, we will pay a proportion of such loss;

meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Paragraph a. of this additional coverage.

c. Loss Payment

(1) All following loss payment Provisions, c.(2) through c.(4), are subject to the apportionment procedures set forth in Paragraph b. of this additional coverage.

(2) When there is a loss in value of an undamaged portion of a building to which Coverage for Loss to the Undamaged Portion of the Building applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- a) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same or another premises, we will not pay more than the amount you actually spend to repair, rebuild, or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style, and comparable quality of the original property insured.

- b) If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the actual cash value of the building at the time of loss.

(3) Loss payment under Demolition Cost Coverage is the amount you actually spend to demolish and clear the site of the described premises.

- (4) Loss payment under Increased Cost of Construction Coverage will be determined as follows:
- a) We will not pay under Increased Cost of Construction Coverage:
 - 1) Until the property is actually repaired or replaced, at the same or another premises; and
 - 2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Increased Cost of Construction is the increased cost of construction at the same premises; or
 - c) If the ordinance or law requires relocation to another premises, the most we will pay under Increased Cost of Construction is the increased cost of construction at the new premises.
- d. Under this Additional Coverage, we will not pay for:
- (1) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread, or any activity of "fungus," wet or dry rot or bacteria; or
 - (2) Any costs associated with the enforcement of any ordinance or 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," "fungus," wet or dry rot or bacteria.
- e. Under this additional coverage, we will not pay for loss due to any ordinance or law that:
1. You were required to comply with before the loss, even if the building was undamaged; and
 2. You failed to comply with.
- The most we will pay under this Additional Coverage is \$100,000, unless a higher limit is shown on the Declarations Page, for any one occurrence.

H. OPTIONAL COVERAGES

If shown as applicable in the Declarations Page, the following Optional Coverages apply separately to each item.

1. Agreed Value.
 - a. The Coinsurance Condition does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations Page.
 - b. The terms of this Optional Coverage apply only to loss or damage that occurs on or after the effective date of this Optional Coverage.
2. Automatic Increase in Insurance.
 - a. The Limit of Insurance for buildings and personal property described in the Declarations Page shall be increased at the same rate as the increase in the published construction cost multipliers on file with the company.
 - b. We will determine the Limit of Insurance as of the time of loss or damage as follows:
 - (1) We will multiply the latest available published construction cost multiplier by the Limit of Insurance shown for the lost or damaged property.

The Limit of Insurance as determined above will not be reduced to less than the limit shown in the Declarations Page.

If the Limit of Insurance for any building or personal property is changed during the term of this policy, the inception date of this Optional Coverage for that property will be the same as the date of the change.

I. DEFINITIONS

1. "Additional expense" means expense you incur that you would not have incurred if there had been no direct physical loss or damage. When your operations are resumed, we will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the "period of restoration."

2. "Additional living expense" means any necessary increase in living expenses you incur for your employees (including your camp directors) so they can maintain their normal standard of living.

"Additional living expense" begins with the date the premises are untenable due to covered loss or damage and ends on the date the premises should be repaired or rebuilt with reasonable speed and similar quality.

3. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

4. "Operations" means your institutional activities occurring at the described premises and the tenantability of the described premises, if coverage for Institutional Income including "Rental Value" or "Rental Value" applies.

5. a. "Period of Restoration" means the period of time that:

(1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

(2) Ends on the date when the property at the described premises should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

b. "Period of Restoration" does not include any increased period required due to the enforcement of any law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) 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."

The expiration date of this policy will not cut short the "period of restoration."

6. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

7. "Property in the dwelling" means personal property you own located in dwelling quarters maintained by you for use by an employee.

8. "Related private structures" means any structure located on the same premises as the described dwelling and which pertains to the occupancy of the dwelling.

9. "Rental value" means:

a. The actual gross rental income from tenant occupancy of the dwelling as furnished and equipped by you; plus

b. The amount of all charges which were the legal obligations of the tenant and which become your obligation.

"Rental value" coverage begins with the date the premises are untenable due to covered loss or damage and ends on the date the premises should be repaired or rebuilt with reasonable speed and similar quality.

10. "Suspension" means:

a. The slowdown or cessation of your business activities; or

b. That a part or all of the described premises is rendered untenable, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY DEFINITION

This endorsement modifies insurance provided under the General Liability Coverage Form, Legal Defense Coverage Form, and the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

A. The definition of "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL DEFENSE COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to Church Mutual Insurance Company.

The word "insured" means any person or organization qualifying as an insured. Refer to Paragraph B - WHO IS AN INSURED.

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

A. LEGAL DEFENSE COVERAGE

1. Insuring Agreement.

We will pay "defense costs," incurred by the insured, that result from a "suit" to which this insurance applies. This insurance applies to these "defense costs" only if:

- a. The "suit" results from a "defensible incident" that takes place in the "coverage territory";
- b. The "suit" results from a "defensible incident" that occurs during the policy period;

No other obligation or liability to perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. Exclusions.

This insurance does not apply:

- a. To any "defense costs" incurred because of:

- (1) "Bodily injury";
- (2) "Personal injury";
- (3) "Advertising injury";
- (4) Injury arising out of:

- (a) Any actual or alleged act of "sexual misconduct or sexual molestation." This includes, but is not limited to expenses related to any claim or suit seeking damages based upon, arising out

of, or attributable to vicarious liability; negligence in hiring, employment, supervision, retention, or transfer of any employee or volunteer workers; recommendation or referral of any person for employment or volunteer work; failure to protect or negligent supervision of any person (whether an adult or child) failure to warn, failure to investigate, or failure to comply with any obligation to report; and counseling;

- (b) Any acts, errors or omissions in providing or failing to provide any professional service;

(5) "Property damage";

(6) A dispute involving this contract, or any other contract issued by us;

(7) Any class action "suit";

(8) Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law; or

(9) Any dispute between the insured and us.

- b. If any "defense costs" are:

- (1) An obligation of ours or any other insurance company under any other insurance policy or endorsement;

- (2) An obligation of any other person, group or organization (other than an insured);

even if the obligation is only a partial obligation.

- (3) Your obligation in the form of a deductible or retention under this policy or any other policy we or any other carrier issue to you;

c. To any damages.

B. WHO IS AN INSURED

See the applicable General Liability Additional Provisions Form.

C. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Suits" brought; or
 - c. Persons or organizations bringing "suits."
2. The Aggregate limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against the insured.
3. Subject to 2. above, the Each Defensible Incident limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against any insured for any one "defensible incident."

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

D. DEDUCTIBLE

We will not pay any "defense costs" until the amount of the "defense costs" exceeds \$250. We will then pay the amount of the "defense costs" in excess of \$250, up to the Limits of Insurance.

E. YOUR CHOICE OF AN ATTORNEY

You have the right to choose your own attorney. But, your attorney must be licensed to provide legal services. Your attorney has the right to freely exercise his or her professional judgment in the defense of any "suit" against you.

Attorney's fees and expenses must be reasonable and customary. We shall have the option to audit "defense costs" on behalf of the insured.

F. LEGAL DEFENSE CONDITIONS

1. Bankruptcy.

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

2. Duty to Investigate or Defend.

We have no duty to investigate or defend any "suit" brought against you.

3. Duties in the Event of a "defensible incident" or "suit."

a. You must see to it that we are notified within 60 days of your becoming aware of any "defensible incident" that may result in a "suit." To the extent possible, notice should include:

- (1) The nature of the "defensible incident," and
- (2) How, when and where the "defensible incident" took place.

Notice of a "defensible incident" is not notice of a "suit."

b. If "suit" is brought against the insured, you must:

- (1) Notify us within 60 days of the date "suit" is brought against the insured.
- (2) As soon as practicable, send us written notice of the "suit." This notice should include the nature of the "defensible incident," and how, when and where the "defensible incident" took place.
- (3) Give us the name, address and other information sufficient to identify the attorney or firm who will be defending you in the "suit."

4. Other Insurance.

a. Primary Insurance.

This insurance is primary and our obligations are not affected unless any other insurance or indemnity is also primary. Then we will share with all that other insurance or indemnity by the method described in b. below.

b. Method of Sharing.

If all that other insurance or indemnity permits contribution by equal shares, we will follow this method also. Under this approach, each party contributes equal amounts until it has paid its applicable limit or the "defense costs" are fully paid, whichever comes first.

If contribution by equal shares is not permitted by that other insurance or indemnity, we will contribute by limits. Under this method each party's share is based on the ratio of each party's applicable limit to the total applicable limit of all parties.

5. Representations.

By accepting the endorsement, you agree:

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

6. 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 the "suit" is brought to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

7. Two or More Policies.

If two or more policies issued by us apply to the same insured and these policies also apply to the same "suit," the maximum amount we will pay as damages under all the policies will

not exceed the highest applicable Limit of Insurance that applies to any one of the policies.

This does not apply to any policy issued by us that is specifically written as excess insurance.

8. Arbitration.

If we and the insured cannot reach an agreement concerning any of the terms of this Coverage Form, the disagreement will be settled by arbitration. The rules of the American Arbitration Association will be followed. The arbitrator shall have the power to determine the meaning of the terms of this Coverage Form. The arbitrator shall not have the power to change or amend this Coverage Form, unless we and all insureds consent to the change in writing.

We and you will equally share all costs of arbitration.

G. DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from physical injury.

3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

4. "Defense costs" means the cost of reasonable and customary attorney's fees for legal services rendered in defending "suits" brought against you and includes attorney's expenses in relation to those services. But, the fees and expenses must qualify as a deductible expense to you under Section 162 of the U.S.

Internal Revenue Code. This applies even if you are not subject to the code.

5. "Defensible incident" means any acts, omissions or failures of the insured. Every such act, omission or failure involving substantially the same general circumstances shall be considered one "defensible incident" subject to the Each Defensible Incident Limit of Insurance in force at the time the first such "defensible incident" covered by this policy occurred. "Defensible incident" does not include any deliberate acts, omissions or failures for purposes of causing a "suit" to be filed against you.
6. "Law enforcement inquiry" means an investigation undertaken by law enforcement officials and directed against a person suspected of committing a criminal offense under federal, state, or local law, including any related prosecution for such alleged offense.
7. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. 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;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
8. "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 that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
9. "Sexual misconduct or sexual molestation" is any activity by anyone (whether an adult or child) which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd, or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.
10. "Suit" means a proceeding in a court of proper jurisdiction. "Suit" includes:
 - a. A civil proceeding;
 - b. An arbitration proceeding to which you must submit or do submit with our consent;
 - c. Any other alternative dispute resolution proceeding to which you submit with our consent;
 - d. Any "law enforcement inquiry"; or
 - e. An administrative hearing to which you must submit or do submit with our consent.

All "suits," countersuits, counterclaims, "law enforcement inquiries," and similar proceedings substantially related to the same "defensible incident" shall be considered one "suit."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Coverage Part.

If the first Named Insured under this policy operates as a specific unit that is part of a corporate entity, then the insurance provided by this policy applies only to the premises and operations of the first Named Insured.

This insurance does not apply to the corporate entity or to any other premises or operations of any other unit of the corporate entity unless such unit or entity is specifically named as an additional insured under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSE AMENDMENT

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following change is made to the General Liability Additional Provisions Form.

A. MEDICAL EXPENSE COVERAGE

1. Paragraph A.1.a.(3)(b) of the Medical Expense Coverage Insuring Agreement is deleted and replaced by the following:
 - a. The expenses are incurred and reported to us within three years of the date of the accident; and

GENERAL LIABILITY ADDITIONAL PROVISIONS FORM

For Camp Premises and Operations

The following Additional Provisions apply to your Camp premises and operations.

A. MEDICAL EXPENSE COVERAGE

1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations (including your operations off premises);

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. Subject to a. above, we will pay medical expenses for "bodily injury" to any person while practicing for or participating in any athletic activity including physical training, sports and sports contests, or exhibitions. Our payment will be excess of the amount due from any other insurance. We will not pay the amount due from that other insurance.
- c. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray, and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing, and funeral services.

2. Medical Expense - Transfer of Rights to Recover From Others.

If any person for whom we make payment under Medical Expense Coverage has rights to recover from other responsible parties all or part of that payment, those rights are transferred to us. At our request, any person for whom we make payment must assist us in our efforts to recover payment.

3. Exclusions.

We will not pay expenses for "bodily injury":

a. To a person hired to do work for or on behalf of any insured or tenant of any insured.

This exclusion does not apply to "bodily injury" to a person while doing volunteer work for you.

b. To a person injured on that part of premises you own or rent and on ways next to premises you own or rent that the person normally occupies.

c. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or similar law.

d. Included within the "products-completed operations hazard."

e. Excluded under the liability coverages of Paragraphs A and B of the General Liability Coverage Form.

f. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution.

B. SUPPLEMENTARY PAYMENTS - BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE AND PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGES

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit." For the purpose of this provision, costs do not include prejudgment interest or post judgment interest.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) agrees in writing to:
 - (a) cooperate with us in the investigation, settlement, or defense of the "suit";
 - (b) immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";
 - (c) notify any other insurer whose coverage is available to the indemnitee; and
 - (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) provides us with written authorization to:
 - (a) obtain records and other information related to the "suit"; and
 - (b) conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2. b. (2) of Coverage A - **BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
 - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
3. We will pay for loss to property of others, not to exceed \$500 in any one "occurrence" caused by persons participating in an activity organized by you. Loss shall mean damage or destruction, but does not include disappearance, theft, or loss of use. This insurance does not apply:
- a. If coverage is provided by the Property Coverage Part (if any) of this policy; or
 - b. If the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

C. WHO IS AN INSURED

1. Each of the following is an insured:
 - a. You are an insured.
 - b. Your camp directors and "executive officers" are insureds but only with respect to their duties as such.
 - c. Your directors, trustees, and officials, are insureds, but only with respect to their duties as such.

- d. Any person(s) who are volunteer worker(s) for you are insureds, but only while acting at your direction and within the scope of their duties for you.

However, none of these volunteers is an insured for:

- (a) "Bodily injury" or "personal injury" to you or to a "co-employee" while in the course of his or her employment, or the spouse, child, parent, brother, or sister of that "co-employee" as a consequence of such "bodily injury" or "personal injury" or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - (b) "Property damage" to property owned or occupied by or rented or loaned to that volunteer or any of your other members or volunteers.
- e. Your "employees," other than your "executive officers," are insureds but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Bodily injury" or "personal injury" to you or to a co-"employee" while that co-"employee" is either in the course of his or her employment, or performing duties related to the conduct of your business, or the spouse, child, parent, brother, or sister of that co-"employee" as a consequence of such "bodily injury" or "personal injury" or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (3) "Property damage" to property owned or occupied by or rented or loaned to that "employee" or any of your other "employees."
 - f. Any organization controlled by you is an insured, but only if there is no other similar insurance available to that organization. However, no organization is an insured for

any injury or damage that occurred before you acquired control of the organization.

- g. Any person (other than your "employee") or any organization is an insured while acting as your real estate manager.
- h. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to

that person or organization for this liability. However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to a co-"employee" of the person driving the equipment; or
- (2) "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT PRACTICES LIABILITY
DEFENSE EXPENSE ENDORSEMENT**

The endorsement modifies insurance provided under the Employment Practices Liability Coverage Form.

- A. The second paragraph of the Employment Practices Liability Coverage Form is deleted and replaced with the following:

Your Employment Practices Liability Coverage is Claims Made Coverage. "Defense expense" will not reduce the Limit of Insurance. Please read the entire policy carefully.

- B. Section **A., EMPLOYMENT PRACTICES LIABILITY COVERAGE**, Paragraph 1.b., Subparagraphs (1) and (2) are deleted and replaced with the following:

- (1) The amount we will pay for "loss" is limited. Refer to the Limit of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Employment Practices Liability Coverage.

- C. Section **E., LIMIT OF INSURANCE**, is deleted and replaced with the following:

E. LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds; or
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The Employment Practices Liability Aggregate Limit is the most we will pay for

the sum of all "loss" because of all injury included under this Employment Practices Liability Coverage.

Each payment we make for "loss" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be available for further "loss."

3. The Employment Practices Liability Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations Page unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Employment Practices Liability Aggregate Limit of Insurance.

4. "Loss" arising out of the same "wrongful employment practice" or interrelated, repeated, or continuous "wrongful employment practices" of one or more insureds shall be deemed "loss" in the policy period in which the first such claim or "wrongful employment practice" is first reported to the insurer.

- D. Section **H., DEFINITIONS**, Paragraph 5. is deleted and replaced with the following:

5. "Loss" means damages, judgments, and settlements. "Loss" does not include fines, taxes, penalties, non-monetary damages, or injunctive relief.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT PRACTICES LIABILITY
AMENDATORY ENDORSEMENT
DEFENSE INSIDE**

This endorsement modifies insurance provided under the Employment Practices Liability Coverage Form.

- A. Section **E., LIMIT OF INSURANCE**, is deleted and replaced with the following:

E. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:

- a. Insureds; or
- b. Persons or organizations making claims or bringing "suits."

2. The Employment Practices Liability Aggregate Limit is the most we will pay for the sum of:

- a. All "loss," and
- b. All "defense expense" for claims and "suits" seeking damages,

because of all injury included under this Employment Practices Liability Coverage.

Each payment we make for "loss" and "defense expense" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be available for further "loss" and "defense expense."

3. Subject to 2. above, the Employment Practices Liability Each Claim Limit:

- a. Is the most we will pay for the sum of:

- (1) All "loss" an insured becomes legally obligated to pay arising out of any one claim.

- (2) All "defense expense" for that claim.

Each payment we make for "loss" and "defense expense" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be available for further "loss" and "defense expense."

4. The Employment Practices Liability Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations Page unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Employment Practices Liability Aggregate Limit of Insurance.

5. "Loss" arising out of the same "wrongful employment practice" or interrelated, repeated, or continuous "wrongful employment practices" of one or more insureds shall be deemed to be one claim in the policy period in which the first such claim is first reported to the insurer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the Professional Liability Coverage Part.

If the first Named Insured under this policy operates as a specific unit that is part of a corporate entity, then the insurance provided by this policy applies only to the premises and operations of the first Named Insured.

This insurance does not apply to the corporate entity or to any other premises or operations of any other unit of the corporate entity unless such unit or entity is specifically named as an additional insured under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT PRACTICES LIABILITY
AMENDATORY ENDORSEMENT
DEFENSE OUTSIDE**

The endorsement modifies insurance provided under the Employment Practices Liability Coverage Form.

- A. The second paragraph of the Employment Practices Liability Coverage Form is deleted and replaced with the following:

Your Employment Practices Liability Coverage is Claims Made Coverage. "Defense expense" will not reduce the Limit of Insurance. Please read the entire policy carefully.

- B. Section **E., LIMIT OF INSURANCE**, is deleted and replaced with the following:

E. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:

- a. Insureds; or
- b. Persons or organizations making claims or bringing "suits."

2. The Employment Practices Liability Aggregate Limit is the most we will pay for the sum of all "loss" because of all injury included under this Employment Practices Liability Coverage.

Each payment we make for "loss" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be available for further "loss."

3. Subject to 2. above, the Employment Practices Liability Each Claim Limit is the most we will pay for all "loss" an insured becomes legally obligated to pay arising out of any one claim.

Each payment we make for "loss" reduces the Limit of Insurance by the amount we pay. This reduced Limit of Insurance will then be available for further "loss."

4. The Employment Practices Liability Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations Page unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Employment Practices Liability Aggregate Limit of Insurance.

5. "Loss" arising out of the same "wrongful employment practice" or interrelated, repeated, or continuous "wrongful employment practices" of one or more insureds shall be deemed to be one claim in the policy period in which the first such claim is first reported to the insurer.

- C. Section **A., EMPLOYMENT PRACTICES LIABILITY COVERAGE**, Paragraph 1.b., Subparagraphs (1) and (2) are deleted and replaced with the following:

- (1) The amount we will pay for "loss" is limited. Refer to the Limits of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Employment Practices Liability Coverage.

- D. Section **H., DEFINITIONS**, Paragraph 5. is deleted and replaced with the following:

5. "Loss" means damages, judgments, and settlements. "Loss" does not include fines, taxes, penalties, non-monetary damages, or injunctive relief.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HIRED AND NONOWNED AUTOMOBILE
MEDICAL EXPENSE AMENDMENT**

This endorsement modifies insurance provided under the Hired and Nonowned Automobile Liability Coverage Part.

The following change is made to the Hired and Nonowned Automobile Medical Expense Coverage Excess Insurance Form.

A. MEDICAL EXPENSE COVERAGE

1. Paragraph A.1.a.(2) of the Medical Expense Coverage Insuring Agreement is deleted and replaced by the following:

- a, The expenses are incurred and reported to us within three years of the date of the accident; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the Hired and Nonowned Automobile Coverage Part.

If the first Named Insured under this policy operates as a specific unit that is part of a corporate entity, then the insurance provided by this policy applies only to the premises and operations of the first Named Insured.

This insurance does not apply to the corporate entity or to any other premises or operations of any other unit of the corporate entity unless such unit or entity is specifically named as an additional insured under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
EXCESS INSURANCE**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. Paragraph C, Who Is An Insured, is amended to include as an additional insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," or "advertising injury" liability arising out of your operations or premises owned by or rented to you.
2. The insurance provided to the additional insured is excess over any other insurance, whether primary, excess, contingent, or on any other basis. Refer to Paragraph **G.4.b.**, Excess Insurance of the **GENERAL LIABILITY CONDITIONS** in the General Liability Coverage Form.

Refer to the Declarations Page to determine the additional insured person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
EXCESS INSURANCE**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form and the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. The Who Is An Insured paragraph is amended to include as an additional insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," "advertising injury," or "sexual misconduct or sexual molestation" liability arising out of your operations or premises owned by or rented to you.
2. The insurance provided to the additional insured is excess over any other insurance, whether primary, excess, contingent, or on any other basis. Refer to Paragraph **G.4.b.**, Excess Insurance of the **GENERAL LIABILITY CONDITIONS** in the General Liability Coverage Form, and Paragraph **F.4.b.** of the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

Refer to the Declarations Page to determine the additional insured person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROPERTY DAMAGE LEGAL LIABILITY

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following change is made to the General Liability Coverage Form, but only for the property this endorsement applies to.

A. EXCLUSION - PROPERTY DAMAGE LEGAL LIABILITY

1. Under Bodily Injury and Property Damage Liability Coverage, the last paragraph of 2., Exclusions, does not apply.
2. Under Bodily Injury and Property Damage Liability Coverage, Subparagraph 6 under Paragraph F., Limits of Insurance, does not apply.

3. Any reference in the Declarations Page to Property Damage Legal Liability does not apply.

Refer to the Declarations Page to determine which property this endorsement applies to.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

The following is added under Bodily Injury and Property Damage Liability Coverage Insuring Agreement, Item A.1.b.:

- (3) Prior to the policy period, no insured listed under Paragraph E - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph E - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change, or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph E - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name: _____		

Address: _____		

_____	_____	_____
City	State	ZIP
Activity: _____		
Date(s): _____		

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY – PRIMARY**

Additional Insured Person(s) or Organization(s):		
Name: _____ _____		
Address: _____ _____		
City	State	ZIP
_____	_____	_____
Activity: _____		
Date(s): _____		

The General Liability Additional Provisions Form is amended to add the following:

The Who is An Insured paragraph is amended to include as an insured the person(s) or organization(s) as shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability arising solely out of the operations of the Named Insured that are directly related to the activity shown above and only for the dates shown above.

Subject to paragraph one above, the insurance provided by this endorsement is primary to any applicable insurance issued specifically to the person(s) or organization(s) identified above and no insurance of the person(s) or organization(s) listed above shall be called on to contribute to a loss, notwithstanding any provision to the contrary in the General Liability Coverage Form.

The insurance afforded by this endorsement shall not be canceled except after ____ days prior written notice has been given to the insured organization listed above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COVERAGE - ARKANSAS

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following amendment is made to "defense expense."

"Defense expenses" are outside of the limit of insurance and will not reduce the limit of insurance.

**CHURCH MUTUAL INSURANCE COMPANY
MERRILL, WISCONSIN
EDUCATORS LEGAL LIABILITY APPLICATION**

This is an application for claims-made coverage. Please read carefully.

1. Legal Name of Educational Entity: _____
Address: _____
City: _____ State: _____ Zip: _____
2. Limit of Insurance Desired: \$100,000 \$250,000 \$500,000 \$1,000,000
3. Retention: \$1,000 \$5,000 \$10,000 _____
4. Retroactive Date: _____
5. Total Current Enrollment _____
6. Total Number of Employed Teachers _____ Day Care/Preschool Workers _____
Board Members _____ Volunteers _____ Counselors _____ Administrators _____
7. Has the board established guidelines or procedures for discipline, suspension, or dismissal of students?
 Yes No
8. Are all required school licenses current? Yes No (If none is required, state none) _____
9. Has any similar insurance for the entity been declined, cancelled, or not renewed? Yes No
If yes, explain: _____
10. Within the scope of this proposed insurance there has not been any claim made nor is there any now pending against any persons proposed for insurance, except as follows (if answer is none, so state; otherwise, attach explanation): _____

11. No person proposed for this insurance has knowledge of any act, error, omission which he/she has reason to suppose might afford valid grounds for any future claim such as would fall within the scope of the proposed insurance, except as follows (if answer is none, so state; otherwise, attach explanation): _____

12. The Entity, its Board, and/or its Employees or volunteers have not been involved in or have any knowledge of any pending Federal, State or Local legal actions or proceedings against the Entity, its Board Members, or Employees except as follows (if answer is none, so state; otherwise, attach explanation): _____

CONSENT NOTICE

The applicant understands and agrees that, depending on the limit of coverage purchased, the limits of liability may be reduced or completely eliminated by payments for defense costs and claims expenses. Please read your policy carefully or contact your agent for details.

The undersigned authorized officer(s) of the Entity and/or Board declare that, to the best of their knowledge, the statements set forth herein are true. Signing of this application does not BIND the Insurer to complete the insurance, but it is agreed that this form shall be the basis of the contract should a policy be issued, and this form will be attached to and become part of the policy.

Name

Title

Date

SERFF Tracking Number: CHMU-125873471 *State:* Arkansas
Filing Company: Church Mutual Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: ICP-26
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Independent Commercial Package Institutional Program
Project Name/Number: 2008 Interim/ICP-26

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHMU-125873471 State: Arkansas
 Filing Company: Church Mutual Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: ICP-26
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
 Liability
 Product Name: Independent Commercial Package Institutional Program
 Project Name/Number: 2008 Interim/ICP-26

Supporting Document Schedules

<p>Satisfied -Name: Uniform Transmittal Document- Property & Casualty</p> <p>Comments:</p> <p>Attachments: PC TD-1 A Series.pdf PC FFS-1 A Series.pdf</p>	<p>Review Status: Approved 10/28/2008</p>
<p>Satisfied -Name: Fiing Letter</p> <p>Comments:</p> <p>Attachment: AR-ICP-26.pdf</p>	<p>Review Status: Approved 10/28/2008</p>
<p>Satisfied -Name: Index of Forms and Endorsements</p> <p>Comments:</p> <p>Attachment: A Series Index.pdf</p>	<p>Review Status: Approved 10/28/2008</p>
<p>Satisfied -Name: Summary</p> <p>Comments:</p> <p>Attachment: A Series Summary.pdf</p>	<p>Review Status: Approved 10/28/2008</p>
<p>Satisfied -Name: Side by Side</p> <p>Comments:</p> <p>Attachment: Side by Side.pdf</p>	<p>Review Status: Approved 10/28/2008</p>

SERFF Tracking Number: CHMU-125873471 State: Arkansas
Filing Company: Church Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: ICP-26
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Independent Commercial Package Institutional Program
Project Name/Number: 2008 Interim/ICP-26

Satisfied -Name: Annotated form **Review Status:** Approved 10/28/2008
Comments:
Attachment:
A 253 - Annotated.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Church Mutual Insurance Company	WI	18767	39-0712210	

5. Company Tracking Number	ICP-26
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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
	Donna J. Cleveland, CPCU	Director--- Commercial Line	800-554-2642, Option 4, Ext. 4594	715-539-4409	Dcleveland@church mutual.com
	3000 Schuster Lane PO Box 357 Merrill, WI 54452-0357				

7. Signature of authorized filer	
8. Please print name of authorized filer	Donna J. Cleveland, CPCU

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	05.0 CMP Liability and Non-Liability
10. Sub-Type of Insurance (Sub-TOI)	05.0000 CMP Sub-TOI Combinations
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Independent Commercial Package Institutional 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)
14. Effective Date(s) Requested	New: 01/01/09 Renewal: 04/01/09

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	October 21, 2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	ICP-26
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21.	Filing Description [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 1, 2008, for new business, and April 1, 2008, for renewal business, Church Mutual requests your approval for the following:

Form

We are filing additional forms, replacing a form, and updating existing forms. Due to the quantity of forms, we are submitting the following:

1. Summary of Form Revisions and New Forms.
2. Revised Index of Forms.
3. Final printed forms.
4. Withdrawn forms.
5. A 585.2 (10-08), Defense Coverage – Arkansas. Revised endorsement deleting reference to withdrawn Form A 516, Educators Legal Liability Coverage Form and previously withdrawn form A 524, Directors, Officers, and Trustees Liability Coverage Form Including Employment Practices Coverage.

22.	Filing Fees (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]	
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Check #: N/A \$ sent thru SERFF
Amount: 50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

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.)

1.	This filing transmittal is part of Company Tracking #	ICP-26			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	ICP-27			
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	Building and Personal Property Coverage Form for Camps and Related Properties	A 1000 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Bodily Injury Definition	A 200.2 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Additional Insured – Designated Person or Organization Excess Insurance	A 220.2 (05-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A 220.2 (06-00)	
04	Additional Insured – Designated Person of Organization Excess Insurance	A 220.3 (05-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A 220.3 (01-04)	
05	Exclusion – Property Damage Legal Liability	A 236 (05-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A 236 (01-98)	
06	Legal Defense Coverage Form	A 253 (12-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A 253 (01-04)	
07	Amendment of Insuring Agreement – Known Injury or Damage	A 254 (12-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A 254 (10-99)	
08	Corporate Entity Endorsement	A 2012 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Medical Expense Amendment	A 2013 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Additional Insured Designated Person or Organization for Specific Activity	A 2014 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Additional Insured Designated Person of Organization for Specific Activity - Primary	A 2014.1 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	General Liability Additional Provisions Form For Camp Premises and Operations	A 2015 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Educators Legal Liability Coverage Form	A 516 (07-98)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
16	Supplemental Extended Reporting Period Educators Legal Liability	A 516.1 (07-98)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

17	Employment Practices Liability Defense Expense Endorsement	A 520.2 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Employment Practices Liability Amendatory Endorsement Defense Inside	A 533 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Corporate Entity Endorsement	A 534 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Employment Practices Liability Amendatory Endorsement Defense Outside	A 554 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Medical Expense Amendment	A 602.1 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Corporate Entity Endorsement	A 606 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Educators Legal Liability Application	ELL 907 (10-99)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

PC FFS-1

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.



Listening. Learning. Leading.®

October 21, 2008

HONORABLE JULIE BENAFIELD BOWMAN
COMMISSIONER OF INSURANCE
ARKANSAS DEPARTMENT OF INSURANCE
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: Independent Commercial Package Institutional Program
Form Filing
NAIC No. 18767
Church Mutual Filing No. ICP-26

Dear Commissioner Bowman:

Church Mutual Insurance Company has our Independent Commercial Package Institutional program filed and approved in your state. As required, we are amending the rates and rules by separate cover letter.

Effective January 1, 2009, for new business, and April 1, 2009, for renewal business, Church Mutual requests your approval for the following:

Form

We are filing additional forms, replacing a form, and updating existing forms. Due to the quantity of forms, we are submitting the following:

1. Summary of Form Revisions and New Forms.
2. Revised Index of Forms.
3. Final printed forms.
4. Withdrawn forms.
5. A 585.2 (10-08), Defense Coverage - Arkansas. Revised endorsement deleting reference to withdrawn Form A 516, Educators Legal Liability Coverage Form and previously withdrawn Form A 524, Directors, Officers, and Trustees Liability Coverage Form Including Employment Practices Coverage.

If you have any questions, please contact me at (800) 554-2642, select Option 4, and enter Extension 4594.

Sincerely,

Donna J. Cleveland, CPCU
Director--Commerical Lines

jll/Enclosures: Filing Fee \$50
Summary of Changes (Listed by Coverage Part and Form Number)
Index of Forms and Endorsements
A 1000, A 200.2, A 220.2, A 220.3, A 236, A 253, A 254, A 2012, A 2013,
A 2014, A 2014.1, A 2015, A 520.2, A 533, A 534, A 554, A 585.2, A602.1,
A 606
Withdrawn Forms: A 516, A 516.1, ELL 907

**CHURCH MUTUAL INSURANCE COMPANY
INDEPENDENT COMMERCIAL PACKAGE INSTITUTIONAL PROGRAM
INDEX OF FORMS AND ENDORSEMENTS
PROPERTY COVERAGE PART**

	<u>Form</u>	<u>Ed. Date</u>
DECLARATIONS FORMS		
Common Declarations	A 001 CD	10-99
Property Coverage Part Declarations	A 001 P	10-99
TABLE OF CONTENTS		
Property Coverage Part	TCP	01-98
CONDITIONS FORMS		
Mutual and Common Policy Conditions	A 050	01-98
Property Conditions	A 100	01-01
Calculation of Premium	A 051	6-87
*COVERAGE FORMS		
Statement of Values	A 100.1	05-03
Building and Personal Property Coverage Form For Religious Institutions and Related Properties	A 101	04-06
Building and Personal Property Coverage Form For Denominational Offices and Related Properties	A 102	04-06
Building and Personal Property Coverage Form For Health Care Facilities and Related Properties	A 103	04-06
Margin Clause Endorsement	A 103.3	05-03
Builders' Risk Coverage Form	A 105	01-01
Business Income Coverage Form (Including Extra Expense)	A 106	01-01
Business Income Coverage Form (Without Extra Expense)	A 106.1	01-01
Business Income - Time Period	A 106.2	01-98
Business Income Changes - Beginning of the Period of Restoration (No Waiting Period)	A 106.3	01-98
Extra Expense Coverage Form	A 107	06-01
Legal Liability Coverage Form - Property	A 108	01-01
Systems/Equipment Breakdown Coverage Form	A 154	10-99
* Building and Personal Property Coverage Form for Camps and Related Properties	A 1000	12-07
ADDITIONAL COVERAGES		
Pollutant Cleanup and Removal	A 110	6-87
Debris Removal - Limit of Insurance	A 111	01-98
Full Replacement Cost	A 112	6-87

**CHURCH MUTUAL INSURANCE COMPANY
INDEPENDENT COMMERCIAL PACKAGE INSTITUTIONAL PROGRAM
INDEX OF FORMS AND ENDORSEMENTS
GENERAL LIABILITY COVERAGE PART**

	<u>Form</u>	<u>Ed. Date</u>
DECLARATIONS FORMS		
General Liability Coverage Part	A 001 G	03-04
TABLE OF CONTENTS		
General Liability Coverage Part	TCL	01-98
CONDITIONS FORMS		
Nuclear Energy Liability Exclusion - Broad Form	A 052	6-87
GENERAL LIABILITY COVERAGE FORMS		
General Liability Coverage Form - Occurrence Basis	A 200	01-04
Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form	A 262	01-04
*LIABILITY ADDITIONAL PROVISIONS FORMS		
* General Liability Additional Provisions Forms		
For Religious Institution Premises and Operations	A 202	01-04
For Denominational Office Premises and Operations	A 203	01-04
For Health Care Facility Premises and Operations	A 204	01-04
* For Camp Premises and Operations	A 2015	12-07
*COVERAGE ENDORSEMENTS		
Amendatory Endorsement - Personal Injury	A 200.1	12-06
* Bodily Injury Definition	A 200.2	12-07
Loss of Life	A 205	6-87
Watercraft	A 206	10-94
Christian Science	A 207	01-98
Religious Science International	A 207.1	1-95
Colleges or Schools	A 208	01-04
Child Care Facility/Adult Day Care Facility	A 209	01-04
Camps	A 210	01-04
Designated Location(s) General Aggregate Limit	A 211	01-04
Products - Completed Operations Hazard Redefined	A 212	6-87
Corporal Punishment	A 213	6-87
Cemetery Liability	A 214	6-87
Medical Payments - Athletic Activities - Deletion of Excess	A 215	6-87

	<u>Form</u>	<u>Ed. Date</u>
*COVERAGE ENDORSEMENTS (Cont.)		
Waiver of Charitable Immunity - General Liability	A 216	6-87
Medical Payments - Excess Basis	A 217	6-87
Medical Expense - Deletion of Excess - Specific Activity or Event	A 217.1	5-89
Medical Expense - Excess Basis - Specific Activity or Event	A 217.2	5-89
* Legal Defense Coverage	A 253	12-07
* Amendment of Insuring Agreement - Known Injury or Damage	A 254	05-08
Catastrophic Violence Response Coverage	A 255	01-04
Wage Loss Reimbursement	A 256	01-04
Prior Acts Coverage Endorsement, Sexual Misconduct or Sexual Molestation and Medical Expense	A 262.1	07-06
Operation of Customers Autos on Particular Premises	A 267	07-06
* Medical Expense Amendment	A 2013	12-07
*ADDITIONAL INSURED ENDORSEMENTS		
Owners or Other Interests From Whom Land Has Been Leased	A 218	01-98
Controlling Interest	A 219	01-98
Designated Person or Organization	A 220	01-98
* Designated Person or Organization - Excess Insurance	A 220.2	05-08
* Designated Person or Organization - Excess Insurance	A 220.3	05-08
Designated Person or Organization	A 220.4	01-04
Designated Person or Organization	A 220.5	07-01
Managers or Lessors of Premises	A 221	01-98
Lessor of Leased Equipment	A 222	01-98
Users of Teams, Draft or Saddle Animals	A 223	5-89
State or Political Subdivisions - Permits	A 224	01-04
State or Political Subdivisions - Permits Relating to Premises	A 225	01-04
* Additional Insured Designated Person or Organization for Specific Activity	A 2014	12-07
* Additional Insured Designated Person or Organization for Specific Activity - Primary	A 2014.1	12-07
*EXCLUSION ENDORSEMENTS		
All Hazards in Connection With Designated Premises	A 226	01-04
Products - Completed Operations	A 227	6-87
Personal Injury and Advertising Injury	A 228	6-87
Medical Expense (Total Exclusion or Excluded Location)	A 229	6-87
Medical Expense - Specific Activity or Event	A 229.1	5-89
Designated Professional Services	A 230	01-04
Employees	A 231	6-87
Contractual Liability Limitation	A 232	10-94
Advertising Injury	A 233	6-87
Explosion, Collapse and Underground Property Damage Hazard (Specified Operations)	A 234	01-98
Limitation of Coverage to Designated Premises or Project	A 235	01-04
* Property Damage Legal Liability	A 236	05-08

***EXCLUSION ENDORSEMENTS (Cont.)**

Corporal Punishment	A 237	01-04
Professional Health, Social, or Cosmetic Services	A 238	01-04
Alcoholic Beverages	A 240	01-04
Patient Injury	A 241	01-04
Excluded Operation(s)	A 242	01-04
Broadcasting, Telecasting, Publishing	A 248	6-87
Exclusion - Lead Liability	A 251	9-94
Sexual Misconduct or Sexual Molestation Exclusion Endorsement	A 252	01-98
Sexual Misconduct or Sexual Molestation Exclusion Endorsement - Designated Person	A 259	01-04
War Liability Exclusion	A 268	05-03
Fungi or Bacteria Exclusion	A 273	04-06
Limited Fungi or Bacteria Coverage	A 280	04-06
* Corporate Entity Endorsement	A 2012	12-07
DEDUCTIBLE		
Deductible Liability Insurance	A 243	01-04

**CHURCH MUTUAL INSURANCE COMPANY
INDEPENDENT COMMERCIAL PACKAGE INSTITUTIONAL PROGRAM
INDEX OF FORMS AND ENDORSEMENTS
PROFESSIONAL LIABILITY COVERAGE PART**

	<u>Form</u>	<u>Ed. Date</u>
DECLARATIONS FORMS		
Professional Liability Coverage Part	A 001 PR	10-99
Professional Liability Coverage Part (Claims Made)	A 001 PRC-AR	10-99
TABLE OF CONTENTS		
Professional Liability Coverage Part	TCPR	01-98
*COVERAGE FORMS		
Counseling Professional Liability Coverage - Occurrence Basis	A 500	01-04
Counseling Professional Liability Coverage - Claims Made Basis	A 501	01-04
Health Care Facility Professional Liability Coverage - Occurrence Basis	A 502	01-04
Health Care Facility Professional Liability Coverage - Claims Made Basis	A 503	01-04
Employee Benefits Liability Coverage - Claims Made Basis	A 504	01-98
Incidental Medical Services Professional Liability Coverage Form - Occurrence Basis	A 511	01-04
Incidental Medical Services Professional Liability Coverage Form - Claims Made Basis	A 512	01-04
Employment Practices Liability Coverage	A 520	01-04
Application for Employment Practices Liability Coverage	EPL 911-AR	11-01
Application for Employment Practices Liability Coverage	EPL 914-AR	02-07

	<u>Form</u>	<u>Ed. Date</u>
*ENDORSEMENTS		
Prior Acts Coverage Endorsement Counseling Professional Liability	A 500.1	07-06
* Extended Reporting Period Endorsement		
Counseling Professional	A 506	5-89
Health Care Facility Professional	A 507	5-89
Employee Benefits Liability	A 508	5-89
Incidental Medical Services	A 513	5-89
Employment Practices Liability	A 521	12-95
Waiver of Charitable Immunity - Professional Liability	A 509	6-87
Amendment - Aggregate Limits of Insurance	A 514	5-89
Exclusion - Counseling Professional Liability Specific Person(s), Position(s), or Organization(s)	A 515	5-95
Additional Insured - Designated Person or Organization	A 518	01-98
Exclusion - Excluded Operation(s)	A 519	01-98
* Employment Practices Liability Defense Expense Endorsement	A 520.2	12-07
Exclusion - Failure to Incorporate	A 523	01-98
Additional Insured - Designated Person or Organization	A 526	04-01
Employment Practices Liability Coverage Amendment	A 529	12-04
Affiliated Entity Dispute Legal Defense Coverage Endorsement	A 530	12-06
* Employment Practices Liability Amendatory Endorsement	A 533	12-07
* Corporate Entity Endorsement	A 534	12-07
* Employment Practices Liability Amendatory Endorsement	A 554	12-07

**CHURCH MUTUAL INSURANCE COMPANY
INDEX OF FORMS AND ENDORSEMENTS
HIRED AND NONOWNED AUTOMOBILE COVERAGE PART**

	<u>Form</u>	<u>Ed. Date</u>
DECLARATIONS FORMS		
Hired and Nonowned Automobile Liability Coverage Part	A 001 H	10-99
TABLE OF CONTENTS		
Hired and Nonowned Automobile Liability Coverage Part	TCHN	01-98
COVERAGE FORMS		
Hired and Nonowned Automobile Liability Coverage Form - Religious Institutions	A 600	01-04
Hired and Nonowned Automobile Liability Coverage Form	A 601	01-04
*ENDORSEMENTS		
Medical Expense Coverage	A 602	06-00
* Medical Expense Coverage	A 602.1	12-07
Amendment - Aggregate Limits of Insurance	A 603	5-89
Rental Automobile Contractual Liability Endorsement	A 605	01-03
* Corporate Entity Endorsement	A 606	12-07
Additional Insured - Designated Person or Organization	A 626	04-01

**CHURCH MUTUAL FORMS AND ENDORSEMENTS
MANDATORY AMENDATORY COVERAGE PART ENDORSEMENTS
FORM TITLES**

<u>Property Coverage Part</u>	<u>Form No.</u>	<u>Ed. Date</u>
Cancellation Changes	A 109	(6-87)
Arkansas Changes - Cancellation and Nonrenewal	A 921	(05-04)
Arkansas Changes	A 921.1	(6-91)
Transfer of Rights of Recovery Against Others To Us	A 921.3	(02-98)
<u>General Liability Coverage Part</u>		
Arkansas Changes - Cancellation and Nonrenewal	A 921	(05-04)
Arkansas Changes - Additional Definition	A 921.2	(12-91)
Transfer of Rights of Recovery Against Others To Us	A 921.3	(02-98)
<u>Crime Coverage Part</u>		
Arkansas Changes - Cancellation and Nonrenewal	A 921	(05-04)
Arkansas Changes	A 921.1	(6-91)
Transfer of Rights of Recovery Against Others To Us	A 921.3	(02-98)
<u>Inland Marine</u>		
Arkansas Changes - Cancellation and Nonrenewal	A 921	(05-04)
Arkansas Changes	A 921.1	(6-91)
Transfer of Rights of Recovery Against Others To Us	A 921.3	(02-98)
* <u>Professional Liability Coverage Part</u>		
Arkansas Changes - Loss Information (Attach only if a claims made coverage form is also attached)	A 585	(2-91)
Professional Liability Amendatory Endorsement - Arkansas	A 585.1	(1-94)
* Defense Coverage - Arkansas (Attach only if DO&T coverage is written and coverage is provided for limits of \$250,000)	A 585.2	(10-08)
Arkansas Changes - Employment Practices Liability Coverage Form	A 585.3	(02-97)
Arkansas Changes - Additional Definition	A 921.2	(12-91)
Transfer of Rights of Recovery Against Others To Us	A 921.3	(02-98)
<u>Hired and Nonowned Automobile Coverage Part</u>		
Arkansas Changes - Cancellation and Nonrenewal	A 921	(05-04)
Arkansas Changes	A 921.1	(6-91)
Transfer of Rights of Recovery Against Others To Us	A 921.3	(02-98)

**Independent Commercial Package Institutional Program
Filing Memorandum
Summary of Form Revisions and New Forms**

PROPERTY COVERAGE

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
-----------	-------------	---------	---

Building and Personal Property Coverage Form (For Camps and Related Properties)	A 1000	12-07	New/Optional
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Explanation:

This new form provides coverage for camps that are not religiously affiliated.

LIABILITY COVERAGES

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
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Bodily Injury Definition	A 200.2	12-07	New/Mandatory
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Explanation:

This endorsement is a coverage clarification change adopting the exact ISO bodily injury definition. This form is to be attached to all new and renewal policies.

Legal Defense Coverage Form	A 253	12-07	Replacement/Optional
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Explanation:

This endorsement clarifies coverage intent and broadens the definition to include administrative hearings. An exclusion was added as a clarification that deductibles from other policies are not covered as defense cost. This form is to be attached to all new and renewal policies that provide legal defense coverage. (Note: see annotated form)

Corporate Entity Endorsement	A 2012	12-07	New/Mandatory
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Explanation:

This endorsement clarifies coverage intent to provide coverage to the named insured corporate entity and prevents stacking of limits for other corporate entities unless they are named as an additional insured.

Medical Expense Amendment	A 2013	12-07	New/Mandatory
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Explanation:

This endorsement amends policy language to allow a three-year claim period instead of one year. This endorsement is to be attached to all new and renewal policies.

Additional Insured Designated Person or Organization for Specific Activity	A 2014	12-07	New/Optional
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Explanation:

This endorsement follows ISO format and provides coverage for an additional insured or organization for a specific activity by designating on the endorsement form.

Additional Insured Designated Person or Organization for Specific Activity - Primary	A 2014.1	12-07	New/Optional
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Explanation:

This endorsement follows ISO format and provides coverage for an additional insured or organization for a specific activity by designating on the endorsement form. This endorsement clarifies that coverage is primary and any other insurance maintained by the insured shall be excess.

General Liability Additional Provisions Form (For Camp Premises and Operations)	A 2015	12-07	New/Optional
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Explanation:

This new form provides specific coverage for camps that are not religiously affiliated.

PROFESSIONAL LIABILITY COVERAGE

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
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Employment Practices Liability Defense Expense Endorsement	A 520.2	12-07	New/Optional
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Explanation:

This endorsement changes the defense expense to outside the Limit of Insurance.

Employment Practices Liability Amendatory Endorsement (Defense Inside)	A 533	12-07	New/Optional
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Explanation:

This endorsement is an optional form that allows a per claim and aggregate limit.

Corporate Entity Endorsement	A 534	12-07	New/Mandatory
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Explanation:

This endorsement clarifies coverage intent to provide coverage to the named insured corporate entity and prevents stacking of limits for other corporate entities unless they are named as an additional insured.

Employment Practices Liability Amendatory Endorsement (Defense Outside)	A 554	12-07	New/Optional
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Explanation:

This endorsement is an optional form that allows a per claim and aggregate limit.

AUTOMOBILE LIABILITY COVERAGE

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
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Medical Expense Amendment	A 602.1	12-07	New/Mandatory
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Explanation:

This endorsement amends policy language to allow a three-year claim period instead of one year. This endorsement is to be attached to all new and renewal policies.

Corporate Entity Endorsement	A 606	12-07	New/Mandatory
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Explanation:

This endorsement clarifies coverage intent to provide coverage to the named insured corporate entity and prevents stacking of limits for other corporate entities unless they are named as an additional insured.

TECHNICAL REVISIONS

The following changes simply correct paragraph references. No other changes were made to these forms.

Form Name	Form Number	Edition	New or Replacement Form/Optional or Mandatory/Special Usage Notes
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Additional Insured - Designated Person or Organization	A 220.2	05-08	Replacement/Optional
Excess Insurance			
Explanation: Reference paragraph "G" in lieu of "H." Under Paragraph A.2, remove reference to "A 200"			

Additional Insured - Designated Person or Organization	A 220.3	05-08	Replacement/Optional
Excess Insurance			
Explanation: Paragraph A.2, reference paragraph "G" in lieu of "H."			

Exclusion - Property Damage	A 236	05-08	Replacement/Optional
Legal Liability			
Explanation: Paragraph A.2, reference paragraph "6" in lieu of "8" under A.2, and paragraph "F" in lieu of "G."			

Amendment of Insuring Agreement -	A 254	05-08	Replacement/Optional
Known Injury or Damage			
Explanation: The words, "the Bodily Injury and Property Damage Liability Coverage" added in first sentence of form after "under." Paragraph reference amended to Item "A" 1.b. Paragraphs (3), c., and d. amended to reference "E" in lieu of "F."			

CURRENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
EXCESS INSURANCE**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. Paragraph C, Who Is An Insured, is amended to include as an additional insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," or "advertising injury" liability arising out of your operations or premises owned by or rented to you.

2. The insurance provided to the additional insured is excess over any other insurance, whether primary, excess, contingent, or on any other basis. Refer to Paragraph H.4.b., Excess Insurance of the **GENERAL LIABILITY CONDITIONS** in the General Liability Coverage Form, **A-266**.

Refer to the Declarations Page to determine the additional insured person or organization.

PROPOSED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
EXCESS INSURANCE**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. Paragraph C, Who Is An Insured, is amended to include as an additional insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," or "advertising injury" liability arising out of your operations or premises owned by or rented to you.

2. The insurance provided to the additional insured is excess over any other insurance, whether primary, excess, contingent, or on any other basis. Refer to Paragraph G.4.b., Excess Insurance of the **GENERAL LIABILITY CONDITIONS** in the General Liability Coverage Form.

Refer to the Declarations Page to determine the additional insured person or organization.

CURRENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
EXCESS INSURANCE**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form and the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. The Who Is An Insured paragraph is amended to include as an additional insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," "advertising injury," or "sexual misconduct or sexual molestation" liability arising out of your operations or premises owned by or rented to you.

2. The insurance provided to the additional insured is excess over any other insurance, whether primary, excess, contingent, or on any other basis. Refer to Paragraph H.4.b., Excess Insurance of the **GENERAL LIABILITY CONDITIONS** in the General Liability Coverage Form, and Paragraph F.4.b. of the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

Refer to the Declarations Page to determine the additional insured person or organization.

PROPOSED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
EXCESS INSURANCE**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form and the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

A. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

1. The Who Is An Insured paragraph is amended to include as an additional insured the person or organization shown in the applicable schedule in the Declarations Page but only with respect to "bodily injury," "property damage," "personal injury," "advertising injury," or "sexual misconduct or sexual molestation" liability arising out of your operations or premises owned by or rented to you.

2. The insurance provided to the additional insured is excess over any other insurance, whether primary, excess, contingent, or on any other basis. Refer to Paragraph G.4.b., Excess Insurance of the **GENERAL LIABILITY CONDITIONS** in the General Liability Coverage Form, and Paragraph F.4.b. of the Sexual Misconduct or Sexual Molestation Liability and Medical Expense Coverage Form.

Refer to the Declarations Page to determine the additional insured person or organization.

CURRENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROPERTY DAMAGE LEGAL LIABILITY

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following change is made to the General Liability Coverage Form, but only for the property this endorsement applies to.

A. EXCLUSION - PROPERTY DAMAGE LEGAL LIABILITY

Paragraph 6, Limits of Insurance, does not apply.

1. Under Bodily Injury and Property Damage Liability Coverage, the last paragraph of 2., Exclusions, does not apply.

3. Any reference in the Declarations Page to Property Damage Legal Liability does not apply.

Refer to the Declarations Page to determine which property this endorsement applies to.

2. Under Bodily Injury and Property Damage Liability Coverage, Subparagraph 8 under

PROPOSED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROPERTY DAMAGE LEGAL LIABILITY

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following change is made to the General Liability Coverage Form, but only for the property this endorsement applies to.

A. EXCLUSION - PROPERTY DAMAGE LEGAL LIABILITY

3. Any reference in the Declarations Page to Property Damage Legal Liability does not apply.

1. Under Bodily Injury and Property Damage Liability Coverage, the last paragraph of 2., Exclusions, does not apply.

Refer to the Declarations Page to determine which property this endorsement applies to.

2. Under Bodily Injury and Property Damage Liability Coverage, Subparagraph 8 under Paragraph F, Limits of Insurance, does not apply.

CURRENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

The following is added under Insuring Agreement, Item 1, b.:

- (3) Prior to the policy period, no insured listed under Paragraph E - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph E - Who Is An Insured or any "employee" authorized by you to

give or receive notice of an "occurrence" or claim, includes any continuation, change, or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph E - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

PROPOSED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

The following is added under Bodily Injury and Property Damage Liability Coverage Insuring Agreement, Item A.1.b.:

- (3) Prior to the policy period, no insured listed under Paragraph E - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph E - Who Is An Insured or any "employee" authorized by you to

give or receive notice of an "occurrence" or claim, includes any continuation, change, or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph E - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL DEFENSE COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to Church Mutual Insurance Company.

The word "insured" means any person or organization qualifying as an insured. Refer to Paragraph B - WHO IS AN INSURED.

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

A. LEGAL DEFENSE COVERAGE

1. Insuring Agreement.

We will pay "defense costs," incurred by the insured, that result from a "suit" to which this insurance applies. This insurance applies to these "defense costs" only if:

- a. The "suit" results from a "defensible incident" that takes place in the "coverage territory";
- b. The "suit" results from a "defensible incident" that occurs during the policy period;

No other obligation or liability to perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. Exclusions.

This insurance does not apply:

- a. To any "defense costs" incurred because of:
 - (1) "Bodily injury";
 - (2) "Personal injury";
 - (3) "Advertising injury";
 - (4) Injury arising out of:
 - (a) Any actual or alleged act of "sexual misconduct or sexual molestation." This includes, but is not limited to expenses related to any claim or suit seeking damages based upon, arising out of, or attributable to vicarious

liability; negligence in hiring, employment, supervision, retention, or transfer of any employee or volunteer workers; recommendation or referral of any person for employment or volunteer work; failure to protect or negligent supervision of any person (whether an adult or child) failure to warn, failure to investigate, or failure to comply with any obligation to report; and counseling;

- (b) Any acts, errors or omissions in providing or failing to provide any professional service;

- (5) "Property damage";
- (6) A dispute involving this contract, or any other contract issued by us;
- (7) Any class action "suit";
- (8) Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law; or
- (9) Any dispute between the insured and us.
- b. If any "defense costs" are:
 - (1) An obligation of ours or any other insurance company under any other insurance policy or endorsement;
 - (2) An obligation of any other person, group or organization (other than an insured);

(3) Your obligation in the form of a deductible or retention under this policy or any other policy we or any other carrier issue to you;

even if the obligation is only a partial obligation.

c. To any damages.

B. WHO IS AN INSURED

See the applicable General Liability Additional Provisions Form.

C. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations Page and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Suits" brought; or
- c. Persons or organizations bringing "suits."

2. The Aggregate limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against the insured.

3. Subject to 2. above, the Each Defensible Incident limit is the most we will pay as the sum of all "defense costs" incurred as a result of all "suits" brought against any insured for any one "defensible incident."

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

D. DEDUCTIBLE

We will not pay any "defense costs" until the amount of the "defense costs" exceeds \$250. We will then pay the amount of the "defense costs" in excess of \$250, up to the Limits of Insurance.

E. YOUR CHOICE OF AN ATTORNEY

You have the right to choose your own attorney. But, your attorney must be licensed to provide legal services. Your attorney has the right to freely exercise his or her professional judgment in the defense of any "suit" against you.

Attorney's fees and expenses must be reasonable and customary. We shall have the option to audit "defense costs" on behalf of the insured.

F. LEGAL DEFENSE CONDITIONS

1. Bankruptcy.

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

2. Duty to Investigate or Defend.

We have no duty to investigate or defend any "suit" brought against you.

3. Duties in the Event of a "defensible incident" or "suit."

a. You must see to it that we are notified within 60 days of your becoming aware of any "defensible incident" that may result in a "suit." To the extent possible, notice should include:

- (1) The nature of the "defensible incident," and
- (2) How, when and where the "defensible incident" took place.

Notice of a "defensible incident" is not notice of a "suit."

b. If "suit" is brought against the insured, you must:

- (1) Notify us within 60 days of the date "suit" is brought against the insured.
- (2) As soon as practicable, send us written notice of the "suit." This notice should include the nature of the "defensible incident," and how, when and where the "defensible incident" took place.
- (3) Give us the name, address and other information sufficient to identify the attorney or firm who will be defending you in the "suit."

4. Other Insurance.

a. Primary Insurance.

This insurance is primary and our obligations are not affected unless any other insurance or indemnity is also primary. Then we will share with all that

other insurance or indemnity by the method described in b. below.

b. Method of Sharing.

If all that other insurance or indemnity permits contribution by equal shares, we will follow this method also. Under this approach, each party contributes equal amounts until it has paid its applicable limit or the "defense costs" are fully paid, whichever comes first.

If contribution by equal shares is not permitted by that other insurance or indemnity, we will contribute by limits. Under this method each party's share is based on the ratio of each party's applicable limit to the total applicable limit of all parties.

5. Representations.

By accepting the endorsement, you agree:

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

6. 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 the "suit" is brought to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

7. Two or More Policies.

If two or more policies issued by us apply to the same insured and these policies also apply to the same "suit," the maximum amount we will pay as damages under all the policies will not exceed the highest applicable Limit of Insurance that applies to any one of the policies.

This does not apply to any policy issued by us that is specifically written as excess insurance.

8. Arbitration.

If we and the insured cannot reach an agreement concerning any of the terms of this

Coverage Form, the disagreement will be settled by arbitration. The rules of the American Arbitration Association will be followed. The arbitrator shall have the power to determine the meaning of the terms of this Coverage Form. The arbitrator shall not have the power to change or amend this Coverage Form, unless we and all insureds consent to the change in writing.

We and you will equally share all costs of arbitration.

G. DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from physical injury.

3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

4. "Defense costs" means the cost of reasonable and customary attorney's fees for legal services rendered in defending "suits" brought against you and includes attorney's expenses in relation to those services. But, the fees and expenses must qualify as a deductible expense to you under Section 162 of the U.S. Internal Revenue Code. This applies even if you are not subject to the code.

5. "Defensible incident" means any acts, omissions or failures of the insured. Every such act, omission or failure involving substantially the same general circumstances shall be considered one "defensible incident" subject to the Each Defensible Incident Limit of Insurance in force at the time the first such "defensible incident" covered by this policy occurred. "Defensible incident" does not include any deliberate acts, omissions or

failures for purposes of causing a "suit" to be filed against you.

6. "Law enforcement inquiry" means an investigation undertaken by law enforcement officials and directed against a person suspected of committing a criminal offense under federal, state, or local law, including any related prosecution for such alleged offense.

7. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. 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;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

8. "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 that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

9. "Sexual misconduct or sexual molestation" is any activity by anyone (whether an adult or child) which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd, or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.

10. "Suit" means a proceeding in a court of proper jurisdiction. "Suit" includes:

- a. A civil proceeding;
- b. An arbitration proceeding to which you must submit or do submit with our consent; or
- c. Any other alternative dispute resolution proceeding to which you submit with our consent; or
- d. Any "law enforcement inquiry."
- e. An administrative hearing to which you must submit or do submit with our consent.

All "suits," countersuits, counterclaims, "law enforcement inquiries," and similar proceedings substantially related to the same "defensible incident" shall be considered one "suit."