

SERFF Tracking Number: BPTH-125432339 State: Arkansas  
Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR L FC 2008 01  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Traumatic Incident Form Revision  
Project Name/Number: BGL-99, 991 and 992 Revision/AR L FC 2008 01

## Filing at a Glance

Company: Brotherhood Mutual Insurance Company

Product Name: Traumatic Incident Form SERFF Tr Num: BPTH-125432339 State: Arkansas

Revision

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: AR L FC 2008 01 State Status: Fees verified and received

Filing Type: Form Co Status: Submitted Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Linda Emenhiser, Karen Miller Disposition Date: 02/04/2008

Date Submitted: 01/16/2008 Disposition Status: Approved

Effective Date Requested (New): 06/01/2008 Effective Date (New):

Effective Date Requested (Renewal): 06/01/2008 Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: BGL-99, 991 and 992 Revision

Project Number: AR L FC 2008 01

Reference Organization:

Reference Title:

Filing Status Changed: 02/04/2008

State Status Changed: 02/04/2008

Corresponding Filing Tracking Number:

Filing Description:

In accordance with your filing requirements, Brotherhood Mutual is submitting this filing under the provisions of your prior approval law. The filing will apply to new and renewal policies which have effective dates of June 1, 2008, and after.

We are making revisions to forms BGL-99, BGL-991, and BGL-992.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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In forms BGL-991 and 992, we are broadening coverage in the organizational expense categories. In addition to the broadening of coverage, we are clarifying that loss of revenue arising out of an incident is not covered and what bills/expenses will be paid and the order of payment. We are not changing the rule or rate for this coverage.

In form BGL-99, we are broadening the coverage for persons dealing with the death of, or life-threatening injury to, a dependent. Again, we are not changing the rule or the rate for this coverage.

For your convenience, we have included a comparison documents showing the changes we made to the forms.

## Company and Contact

### Filing Contact Information

Linda Emenhiser, Sr. Rate & Filing Coordinator lemenhiser@brotherhoodmutual.com  
 P. O. Box 2227 (260) 482-8668 [Phone]  
 Fort Wayne, IN 46801 (260) 483-7525[FAX]

### Filing Company Information

|                                      |                         |                            |
|--------------------------------------|-------------------------|----------------------------|
| Brotherhood Mutual Insurance Company | CoCode: 13528           | State of Domicile: Indiana |
| PO Box 2227                          | Group Code: -99         | Company Type:              |
| 6400 Brotherhood Way                 |                         |                            |
| Fort Wayne, IN 46801-2227            | Group Name:             | State ID Number:           |
| (260) 482-8668 ext. 9972[Phone]      | FEIN Number: 35-0198580 |                            |

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## Filing Fees

|                  |        |
|------------------|--------|
| Fee Required?    | Yes    |
| Fee Amount:      | \$0.00 |
| Retaliatory?     | No     |
| Fee Explanation: |        |
| Per Company:     | No     |

| COMPANY                              | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|--------------------------------------|---------|----------------|---------------|
| Brotherhood Mutual Insurance Company | \$50.00 | 01/16/2008     | 17516962      |

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## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 02/04/2008 | 02/04/2008     |

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## Disposition

Disposition Date: 02/04/2008

Effective Date (New):

Effective Date (Renewal):

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 | Comparison Documents   | Approved    | Yes           |
| Form                | Wage Loss Reimbursement Coverage   | Approved    | Yes           |
| Form                | Coverage Extension: Traumatic Incident Response Coverage (\$150,000 Aggregate Limit) | Approved    | Yes           |
| Form                | Coverage Extension: Traumatic Incident Response Coverage (\$300,000 Aggregate Limit) | Approved    | Yes           |

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## Form Schedule

| Review Status | Form Name  | Form #  | Edition Date | Form Type Action                 | Action Specific Data  | Readability | Attachment      |
|---------------|--|---------|--------------|----------------------------------|---|-------------|-----------------|
| Approved      | Wage Loss Reimbursement Coverage   | BGL-99  | 3.0          | Endorsement/Amendment/Conditions | Replaced Form #:0.00 BGL-99 (2.2) Previous Filing #: L F/C 05 01  |             | BGL-99 3-0.pdf  |
| Approved      | Coverage Extension: Traumatic Incident Response Coverage (\$150,000 Aggregate Limit) | BGL-991 | 3.0          | Endorsement/Amendment/Conditions | Replaced Form #:0.00 BGL-991 (2.2) Previous Filing #: L F/C 05 01 |             | BGL-991 3-0.pdf |
| Approved      | Coverage Extension: Traumatic Incident Response Coverage (\$300,000 Aggregate Limit) | BGL-992 | 3.0          | Endorsement/Amendment/Conditions | Replaced Form #:0.00 BGL-992 (2.2) Previous Filing #: L F/C 05 01 |             | BGL-992 3-0.pdf |

This Medical (Wage Reimbursement) Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one Wage Reimbursement coverage will apply to an accident and any **related loss**.

- PLEASE READ THIS CAREFULLY -

## WAGE LOSS REIMBURSEMENT COVERAGE

### AGREEMENT

We provide the Additional Coverage described in this endorsement, but only if *Wage Reimbursement* coverage is properly designated in the **Declarations** of this policy.

### DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), applies to this endorsement, unless otherwise modified herein. The following definition applies only to the Additional Coverage of this endorsement.

1. **Covered wage loss** means reasonable and necessary loss of actual income as the result of **bodily injury**, but only to the extent that such income was being paid on the date of accident, and only if the income loss is documented in writing by the employer of the person sustaining the income loss.
2. **Life-threatening injury** means **bodily injury** involving: (1) significant (life-threatening) damage to one or more vital organs; (2) substantial loss of blood or tissue; or (3) other grave physical injury; but only if such injury results in a substantial probability of death absent aggressive medical intervention.

### ADDITIONAL COVERAGE

#### **WAGE LOSS REIMBURSEMENT COVERAGE**

Subject to the limitations set forth here in, **we** pay reasonable and necessary **covered wage loss** resulting from **bodily injury**, up to \$2000 per injured person. The **bodily injury** must be caused by an accident:

- a. on premises **you** own or rent; or
- b. arising out of **your** operations.

**We** pay such **covered wage loss** regardless of fault,

but only if such wage loss:

- a. arises out of an accident that occurs in the **coverage territory** during the **policy period**; and
- b. is incurred and reported within 6 months (180 days) of the accident; and
- c. results from time away from work: (1) as specifically directed by a physician; or (2) as required to personally care for a dependent covered herein; or (3) to coordinate funeral details and other details associated with the death of a dependent; or (4) to coordinate life care details and other details associated with a **life-threatening injury** to a dependent.

The payment of **covered wage loss** by **us** does not mean that **we** admit **we** are liable under other coverages of this policy.

### EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following exclusions apply only to the Additional Coverage of this endorsement.

1. **We** do not pay for any wage or income loss if such loss is covered under any Workers' Compensation, occupational disease or disability insurance policy, or to the extent that any **covered wage loss** is paid to or on behalf of any person covered herein by another policy, program or plan of any kind.
2. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained by:
  - a. **your** employee, or by any person **you** have hired to do work on **your** behalf; or
  - b. any **student**, **day care participant** or

**camper**, unless **we** provide medical payments coverage that applies to such person.

3. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** that results in any manner from the operation, occupancy, maintenance, use, **loading or unloading** or any **auto**, aircraft or watercraft of any kind.
4. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** to a person injured on that part of the premises that the person normally occupies, or for any wage or income loss sustained by any tenant of an **insured**.
5. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained while taking part in any **athletic activity**.
6. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained by any person staying at **your** facility, if the facility regularly houses or cares for persons who do not have a residence or who have voluntarily or involuntarily placed themselves, or been placed, at **your** facility.
7. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained by anyone who is:
  - a. trespassing on property when the injury occurs;
  - b. on or in an area without permission; or
  - c. on or in an area that the person does not have a reasonable belief they are entitled to occupy.
8. **We** do not pay for any wage or income loss that is not documented, or that is speculative in nature.
9. Except in the case of coordinating details associated with a **life-threatening injury** to a dependent, **we** do not pay for any wage or income loss for time away from work due to appointments with medical providers.
10. **We** do not pay for any wage or income loss for time away from work by an injured person unless required by a physician, or for time away from work after a physician has authorized an injured

party to return to work.

11. Other than with respect to the following specified Injury Exception, **we** do not pay for any wage or income loss on behalf of any person who does not sustain **bodily injury**.

**Injury Exception:** Despite the injury requirement stated in Exclusion 11, **we** will provide the Additional Coverage herein for **covered wage loss** sustained by an uninjured person if:

- a. **bodily injury** or death that is otherwise covered herein is sustained by a dependent of the uninjured person; and
- b. the uninjured person misses time from work:
  - (1) to care for a dependent covered herein; or
  - (2) to coordinate funeral details and other details associated with the death of a dependent; or
  - (3) to coordinate life care details and other details associated with a **life-threatening injury** to a dependent.; and
- c. the time away from work is essential for the care of the injured person; or is related to the coordination of funeral details and other details associated with the death of a dependent; or is related to the coordination of life care details and other details associated with a **life-threatening injury** to a dependent.

#### **HOW MUCH WE PAY**

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional coverage provided by this endorsement, unless otherwise modified herein. The following provisions apply to the Additional Coverage of this endorsement.

1. **We** will pay two-thirds (2/3) of the reasonable, necessary and documented **covered wage loss** provided by the Additional Coverage of this endorsement. In the event that another policy, program or plan pays a portion of the **covered wage loss** (but less than 2/3 of the **covered wage loss**), then we will pay the difference between such portion and two-thirds (2/3) of the **covered wage loss**.
2. **We** will pay no more than \$2000 per injured person for any **covered wage loss** to which this endorsement applies.
3. Coverage under this endorsement for an

uninjured person is limited to the following:

- a. in the event of a non-life-threatening injury to a dependent, **we** will pay up to two-thirds (2/3) of the uninjured person's **covered wage loss** for 40 hours of work, or \$2,000, whichever is less.
- b. in the event of a **life-threatening injury** to, or the death of, a dependent, **we** will pay up to two-thirds (2/3) of the uninjured person's **covered wage loss** for 80 hours of work, or \$2,000, whichever is less.

## CONDITIONS

Each of the provisions set forth in the Conditions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following condition applies to the Additional Coverage of this endorsement.

### 1. **Required Documentation -**

If a person to whom coverage applies under this endorsement is self-employed or is employed by a relative, then such person must submit to **us**, at **our** request, payroll records, tax returns and other necessary records to document their **covered wage loss**.

## OTHER PROVISIONS

All other provisions of the Commercial General Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to this endorsement unless otherwise modified herein.

This Additional Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). The Coverage Extension set forth herein will apply in addition to any otherwise applicable coverage of the policy. No liability coverage is provided by this form.

PLEASE READ THIS CAREFULLY --

## COVERAGE EXTENSION: TRAUMATIC INCIDENT RESPONSE<sup>SM</sup> COVERAGE (\$150,000 AGGREGATE LIMIT)

### AGREEMENT

We provide the Coverage Extension described in this endorsement, but only if this endorsement (BGL-991) is properly designated in the **Declarations** of this policy, and only if **you** are a religious or not-for-profit organization.

### COVERAGE EXTENSION

**TRAUMATIC INCIDENT RESPONSE EXTENSION-** In the event that a **traumatic incident** takes place: (1) on **your** premises; or (2) during the course of **your** scheduled activity, at **your** request, **we** will pay up to the limit of coverage stated below (but subject to the Coverage Aggregate Limit and the individual Extension Aggregate Limits stated in the How Much We Pay section of this endorsement) for qualifying expenses that are incurred as a result of such **traumatic incident** that takes place in the **coverage territory** and during the **policy period**.

#### ADDITIONAL MEDICAL EXPENSE COVERAGE-

At **your** request, **we** will pay up to an additional \$25,000, per person, for **medical expense** (including funeral or burial costs) of a **covered person** that would otherwise be covered under Principal Coverage M of this policy. This medical coverage extension is excess over any other medical coverage that is available or payable under any other policy, program or plan, and does not apply to any expense relating to the treatment of **emotional injury**. Payments made under this medical expense coverage extension are subject to the Medical Extension Aggregate provision in the How Much We Pay section of this endorsement. Such **medical expense** must be incurred within one year of the date on which the **traumatic incident** occurs.

#### BROADENED WAGE LOSS REIMBURSEMENT COVERAGE (INCLUDING EMOTIONAL INJURY)-

If this policy includes Wage Loss Reimbursement Coverage (Form BGL-99), at **your** request, **we** will pay up to an additional \$2,000 (\$4,000 total) for loss of income arising out of **bodily injury** or **emotional injury** sustained by a **covered person** or by a **covered observer** as the result of a

covered **traumatic incident**. The **terms** of coverage set forth in the Wage Loss Reimbursement Form (BGL-99) that apply to loss of income resulting from **bodily injury** will also apply to this extension. Payments made under this wage loss coverage extension are subject to the Wage Loss Extension Aggregate provision in the How Much We Pay section of this endorsement. Such wage loss must be incurred within 6 months (180 days) of the date on which the **traumatic incident** occurs.

#### INDIVIDUAL COUNSELING COVERAGE -

At **your** request, **we** will pay up to \$2,500 per **covered person/covered observer** for individual (one-on-one or family) counseling costs associated with **emotional injury** sustained by a **covered person** or by a **covered observer** as the result of a covered **traumatic incident**. Payments made under this counseling coverage extension are subject to the Counseling Extension Aggregate provision in the How Much We Pay section of this endorsement. Such counseling costs must be incurred within 18 months of the date on which the **traumatic incident** occurs.

#### ADDITIONAL ORGANIZATIONAL EXPENSE -

At **your** request, **we** will reimburse **your** organization up to \$50,000 (in total) for the following expenses that **you** incur as the result of a **traumatic incident**:

- a. Costs to obtain an alternate facility while the incident is being investigated; and
- b. Costs to retain a professional independent counselor or counseling service to meet with members of **your** organization; and
- c. Costs to retain a professional public relations specialist or public relations firm; and
- d. Costs to retain legal counsel to assist the organization in responding to the media, to victims or their representatives, or to law enforcement inquiries associated with the incident; and
- e. Costs to retain security personnel to guard **your** facility against further incidents; and

- f. Costs to retain temporary employees to handle additional work resulting from the incident; and
- g. Costs (such as non-refundable off-site facility rental charges) associated with event cancellation following a traumatic incident, but not including loss of event revenue or the refund of receipts that you convey in connection with such cancellation; and
- h. Other additional costs (not including property repair costs) that are incurred as a direct result of the incident and which have been authorized in advance by **us**;

but only to the extent that such cost is a reasonable and necessary expense, or has been authorized by **us** prior to being incurred.

Such additional expense must be incurred within 60 days of the date on which the **traumatic incident** occurs, or within 30 days before or 30 days after the first anniversary of the **traumatic incident**.

Any payment made under this Additional Organizational Expense coverage extension is subject to the Organizational Expense Extension Aggregate provision in the How Much We Pay section of this endorsement.

#### DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), applies to this endorsement, unless otherwise modified herein. The following definitions apply only to this endorsement.

1. **Covered observer** means **your leader, your** employee, a member of **your** organization, or a participant in **your** activity, who is present at, and who witnesses, a **traumatic incident**. But **covered observer** does not include any person who has sustained a physical injury of any kind to their body in connection with the **traumatic incident**.
2. **Covered person** means: (1) a **leader** or volunteer member of **your** organization; or (2) a volunteer participant in **your** activity; who sustains a physical injury to their body as a result of a **traumatic incident**. **Covered person** does not include anyone who sustains only **emotional injury** in connection with a **traumatic incident**.
3. **Life-threatening injury** means **bodily injury** involving: (1) significant (life-threatening) damage to one or more vital organs; (2) substantial loss of

blood or tissue; or (3) other grave physical injury; but only if such injury results in a substantial probability of death absent aggressive medical intervention.

4. **Traumatic incident** means only the following:
  - a. a violent attack directed against one or more persons that results in death or in a **life-threatening injury**; or
  - b. a violent attack directed against **your** organization or its property that results in death or in a **life-threatening injury**; or
  - c. the holding of a group of people in a location against their will by force or by the threat of force; or
  - d. a suicide event that is witnessed by other persons.

Any related acts or events associated with a - d above will be considered a single **traumatic incident**, even if such acts or events do not occur at the same time or in the same location.

#### EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement unless otherwise modified herein. The following exclusions also apply to the Coverage Extension of this endorsement.

1. All exclusions and other limitations that apply to Principal Coverage M (as set forth in forms GL-100 and BGL-11) will apply to the Additional Medical Expense Extension of this endorsement.
2. All exclusions and other limitations that apply to Wage Loss Reimbursement Coverage (as set forth in form BGL-99) will apply to the Broadened Wage Loss Reimbursement Extension of this endorsement, and no Wage Loss Coverage will apply under this endorsement unless Wage Loss Reimbursement Coverage (form BGL-99) is shown on the **Declarations** of this policy.
3. The Coverage Extension of this endorsement will provide no liability coverage of any kind to any person or entity, and no judgment, award, settlement, penalty, fine, legal fees or other such cost, obligation or expense will be paid under the terms of this endorsement.

4. The Coverage Extension of this endorsement will provide no property coverage of any kind to any person or entity, and no payment will be made to rebuild, repair or replace any property of any kind under the terms of this endorsement.
5. The Coverage Extension of this endorsement will not apply to **bodily injury** resulting from the operation, maintenance, occupancy or use of any **auto**, unless such auto is used with violent intent by a person who plans to cause injury or death to other persons through the use of the **auto**: (1) as a weapon; or (2) to transport a weapon.
6. The Coverage Extension of this endorsement will not apply to **loss** of any kind resulting from any sexual contact or other **sexual act**, unless such act is undertaken as part of a public assault that is witnessed by multiple persons (other than the perpetrator and the victim).
7. **We** will not pay for **loss** of any kind:
  - a. that involves the use, release or escape of nuclear or radioactive materials, or
  - b. that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - c. that involves the dispersal, release or application of any pathogenic or poisonous biological or chemical materials of any kind.
8. **We** will not pay for **loss** of any kind sustained by any person or persons who intentionally inflict harm on others (or on themselves), unless such harm is directed against a violent perpetrator in self-defense or in defense of other innocent persons. Nor will **we** pay for injury sustained by any person other than a **covered person**.
9. The Additional Organizational Expense Extension of this endorsement will not apply to:
  - a. any loss of, or reduction in, **your** organization's revenue, income, or donation receipts; or
  - b. any other loss of revenue associated with a **traumatic incident**;

nor will it apply to any refunds that **you** convey in connection with cancelled events.

## HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement. The following provisions also apply to the Coverage Extension of this endorsement.

### 1. Application of Coverage-

The limit of payment stated within each section of the Coverage Extension of this endorsement represents the most **we** will pay for qualifying expenses to which the Coverage Extension applies. For the purpose of applying limits of coverage, any related acts, incidents or events that qualify as, or that together develop into, a **traumatic incident**, will be considered a single incident to which the limits of coverage as set forth herein will apply, even if such acts or events do not occur at the same time or in the same location.

### 2. Coverage Aggregate Limit-

The most **we** will pay for all covered costs associated directly or indirectly with a **traumatic incident** covered herein is \$150,000. This Coverage Aggregate Limit represents the most **we** will pay in relation to a single **traumatic incident**, regardless of the number of Coverage Extensions that apply, the number of persons affected, or the total amount of cost incurred in connection with such incident.

### 3. Medical Extension Aggregate Limit-

**We** will pay no more than \$100,000 for all **medical expense** associated with a single **traumatic incident** covered under the Additional Medical Expense Coverage Extension herein. Covered medical bills will be paid in the order that they are received by **us** until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Medical Extension Aggregate Limit represents the most **we** will pay for all **medical expense** in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of cost incurred in connection with such incident.

### 4. Wage Loss Extension Aggregate Limit-

**We** will pay no more than \$10,000 for all wage loss reimbursement associated with a

single **traumatic incident** covered under the Broadened Wage Loss Reimbursement Coverage Extension herein. This \$10,000 aggregate limit is payable over and above payments received under the **terms** of coverage set forth in the Wage Loss Reimbursement Form (BGL-99). Covered wage loss will be paid in the order that proof of wage loss documentation is received by **us**, until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Wage Loss Extension Aggregate Limit represents the most **we** will pay for all covered income loss in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of income loss incurred in connection with such incident.

5. **Counseling Extension Aggregate Limit-**  
**We** will pay no more than \$40,000 for all counseling expense associated with a single **traumatic incident** covered under the Individual Counseling Coverage Extension herein. Covered counseling bills will be paid in the order that they are received by **us** until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Counseling Extension Aggregate Limit represents the most **we** will pay for all individual counseling expense in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of cost incurred in connection with such incident.
6. **Organizational Expense Extension Aggregate Limit-**  
**We** will pay no more than \$50,000 for all additional organizational expense associated with a single **traumatic incident** covered under the Organizational Expense Extension herein. Covered expenses will be paid in the order that documentation is received by **us** until an applicable limit (per extension limit or coverage aggregate limit) is reached, at which point payment associated with such extension or incident will cease (this includes expenses for costs that were approved by **us**). This Organizational Expense Extension Aggregate Limit represents the most **we** will pay for all additional organizational expense in relation to a single **traumatic incident**, regardless of the total amount of cost incurred in connection with such incident.

7. **Other Medical Insurance-**  
The medical payments coverage provided in this endorsement will be strictly excess over any other policy, program or plan designed to pay medical expenses.
8. **Payment/Reimbursement Limitations-**  
Costs to which this endorsement would otherwise apply will be paid or reimbursed by **us** only to the extent that such costs are reasonable and necessary, or have been authorized in advance by **us**.
9. **Other Policy Coverages-**  
The coverage provided by this endorsement will apply in addition to other available coverages of this policy, but remains subject to the General Occurrence Limit and General Aggregate Limit of the policy, as well as being subject to the coverage-specific extension **limits** set forth herein.
10. **Coverage Requests-**  
Coverage under this endorsement will apply based on **your** request for coverage. The leaders of **your** organization are responsible for identifying which categories of coverage (Medical, Wage Loss, Counseling and/or Organizational Expense) will apply under the **terms** of this endorsement. If, during the course of claim administration, **your** leaders decide to revise their coverage request by eliminating a category of coverage that had previously been selected (a change request), then, subject to any applicable limits, **we** will complete the processing and payment of covered bills from that category that were received by **us** prior to the change request. **We** will not pay any bills from such category if they are submitted after **your** change request has been received.
11. **Order of Payments-**  
Covered bills and expenses will be paid in the order that they are received by **us** until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease.
12. **Communication to Affected Persons-**  
**You** will be responsible for conveying to **us** the extension categories for which **you** are requesting coverage under the **terms** of this endorsement. **You** will also be responsible for assisting **us** in communicating to affected persons the manner in which, and the extent to which, payment under the **terms** of this endorsement will apply.

**LIMITATION**

Nothing in this endorsement will act to increase any **limits** of coverage, or to in any way modify any **terms** of the policy other than the **terms** specified herein. This endorsement provides no liability coverage of any kind.

**OTHER PROVISIONS**

All other provisions of the policy will continue to apply, unless otherwise modified herein.

This Additional Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). The Coverage Extension set forth herein will apply in addition to any otherwise applicable coverage of the policy. No liability coverage is provided by this form.

PLEASE READ THIS CAREFULLY --

## COVERAGE EXTENSION: TRAUMATIC INCIDENT RESPONSE<sup>SM</sup> COVERAGE (\$300,000 AGGREGATE LIMIT)

### AGREEMENT

We provide the Coverage Extension described in this endorsement, but only if this endorsement (BGL-992) is properly designated in the **Declarations** of this policy, and only if **you** are a religious or not-for-profit organization.

### COVERAGE EXTENSION

#### **TRAUMATIC INCIDENT RESPONSE EXTENSION-**

In the event that a **traumatic incident** takes place: (1) on **your** premises; or (2) during the course of **your** scheduled activity, at **your** request, **we** will pay up to the limit of coverage stated below (but subject to the Coverage Aggregate Limit and the individual Extension Aggregate Limits stated in the How Much We Pay section of this endorsement) for qualifying expenses that are incurred as a result of such **traumatic incident** that takes place in the **coverage territory** and during the **policy period**.

#### **ADDITIONAL MEDICAL EXPENSE COVERAGE-**

At **your** request, **we** will pay up to an additional \$50,000, per person, for **medical expense** (including funeral or burial costs) of a **covered person** that would otherwise be covered under Principal Coverage M of this policy. This medical coverage extension is excess over any other medical coverage that is available or payable under any other policy, program or plan, and does not apply to any expense relating to the treatment of **emotional injury**. Payments made under this medical expense coverage extension are subject to the Medical Extension Aggregate provision in the How Much We Pay section of this endorsement. Such **medical expense** must be incurred within one year of the date on which the **traumatic incident** occurs.

#### **BROADENED WAGE LOSS REIMBURSEMENT COVERAGE (INCLUDING EMOTIONAL INJURY)-**

If this policy includes Wage Loss Reimbursement Coverage (Form BGL-99), at **your** request, **we** will pay up to an additional \$5,000 (\$7,000 total) for loss of income arising out of **bodily injury** or **emotional injury** sustained by a **covered person**

or by a **covered observer** as the result of a covered **traumatic incident**. The **terms** of coverage set forth in the Wage Loss Reimbursement Form (BGL-99) that apply to loss of income resulting from **bodily injury** will also apply to this extension. Payments made under this wage loss coverage extension are subject to the Wage Loss Extension Aggregate provision in the How Much We Pay section of this endorsement. Such wage loss must be incurred within 6 months (180 days) of the date on which the **traumatic incident** occurs.

#### **INDIVIDUAL COUNSELING COVERAGE -**

At **your** request, **we** will pay up to \$5,000 per **covered person/covered observer** for individual (one-on-one or family) counseling costs associated with **emotional injury** sustained by a **covered person** or by a **covered observer** as the result of a covered **traumatic incident**. Payments made under this counseling coverage extension are subject to the Counseling Extension Aggregate provision in the How Much We Pay section of this endorsement. Such counseling costs must be incurred within 18 months of the date on which the **traumatic incident** occurs.

#### **ADDITIONAL ORGANIZATIONAL EXPENSE -**

At **your** request, **we** will reimburse **your** organization up to \$100,000 (in total) for the following expenses that **you** incur as the result of a **traumatic incident**:

- a. Costs to obtain an alternate facility while the incident is being investigated; and
- b. Costs to retain a professional independent counselor or counseling service to meet with members of **your** organization; and
- c. Costs to retain a professional public relations specialist or public relations firm; and
- d. Costs to retain legal counsel to assist the organization in responding to the media, to victims or their representatives, or to law enforcement inquiries associated with the incident; and

- e. Costs to retain security personnel to guard **your** facility against further incidents; and
- f. Costs to retain temporary employees to handle additional work resulting from the incident; and
- g. Costs (such as non-refundable off-site facility rental charges) associated with event cancellation following a traumatic incident, but not including loss of event revenue or the refund of receipts that you convey in connection with such cancellation; and
- h. Other additional costs (not including property repair costs) that are incurred as a direct result of the incident and which have been authorized in advance by **us**;

but only to the extent that such cost is a reasonable and necessary expense, or has been authorized by **us** prior to being incurred.

Such additional expense must be incurred within 60 days of the date on which the **traumatic incident** occurs, or within 30 days before or 30 days after the first anniversary of the **traumatic incident**.

Any payment made under this Additional Organizational Expense coverage extension is subject to the Organizational Expense Extension Aggregate provision in the How Much We Pay section of this endorsement.

#### DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), applies to this endorsement, unless otherwise modified herein. The following definitions apply only to this endorsement.

1. **Covered observer** means **your leader**, **your** employee, a member of **your** organization, or a participant in **your** activity, who is present at, and who witnesses, a **traumatic incident**. But **covered observer** does not include any person who has sustained a physical injury of any kind to their body in connection with the **traumatic incident**.
2. **Covered person** means: (1) a **leader** or volunteer member of **your** organization; or (2) a volunteer participant in **your** activity; who sustains a physical injury to their body as a result of a **traumatic incident**. **Covered person** does not include anyone who sustains only **emotional injury** in connection with a **traumatic incident**.

3. **Life-threatening injury** means **bodily injury** involving: (1) significant (life-threatening) damage to one or more vital organs; (2) substantial loss of blood or tissue; or (3) other grave physical injury; but only if such injury results in a substantial probability of death absent aggressive medical intervention.

4. **Traumatic incident** means only the following:
  - a. a violent attack directed against one or more persons that results in death or in a **life-threatening injury**; or
  - b. a violent attack directed against **your** organization or its property that results in death or in a **life-threatening injury**; or
  - c. the holding of a group of people in a location against their will by force or by the threat of force; or
  - d. a suicide event that is witnessed by other persons.

Any related acts or events associated with a - d above will be considered a single **traumatic incident**, even if such acts or events do not occur at the same time or in the same location.

#### EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement unless otherwise modified herein. The following exclusions also apply to the Coverage Extension of this endorsement.

1. All exclusions and other limitations that apply to Principal Coverage M (as set forth in forms GL-100 and BGL-11) will apply to the Additional Medical Expense Extension of this endorsement.
2. All exclusions and other limitations that apply to Wage Loss Reimbursement Coverage (as set forth in form BGL-99) will apply to the Broadened Wage Loss Reimbursement Extension of this endorsement, and no Wage Loss Coverage will apply under this endorsement unless Wage Loss Reimbursement Coverage (form BGL-99) is shown on the **Declarations** of this policy.
3. The Coverage Extension of this endorsement will provide no liability coverage of any kind to any person or entity, and no judgment, award, settlement, penalty, fine, legal fees or other such cost,

obligation or expense will be paid under the terms of this endorsement.

4. The Coverage Extension of this endorsement will provide no property coverage of any kind to any person or entity, and no payment will be made to rebuild, repair or replace any property of any kind under the terms of this endorsement.
5. The Coverage Extension of this endorsement will not apply to **bodily injury** resulting from the operation, maintenance, occupancy or use of any **auto**, unless such auto is used with violent intent by a person who plans to cause injury or death to other persons through the use of the **auto**: (1) as a weapon; or (2) to transport a weapon.
6. The Coverage Extension of this endorsement will not apply to **loss** of any kind resulting from of any sexual contact or other **sexual act**, unless such act is undertaken as part of a public assault that is witnessed by multiple persons (other than the perpetrator and the victim).
7. **We** will not pay for **loss** of any kind:
  - a. that involves the use, release or escape of nuclear or radioactive materials, or
  - b. that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - c. that involves the dispersal, release or application of any pathogenic or poisonous biological or chemical materials of any kind.
8. **We** will not pay for **loss** of any kind sustained by any person or persons who intentionally inflict harm on others (or on themselves), unless such harm is directed against a violent perpetrator in self-defense or in defense of other innocent persons. Nor will **we** pay for injury sustained by any person other than a **covered person**.
9. The Additional Organizational Expense Extension of this endorsement will not apply to:
  - a. any loss of, or reduction in, **your** organization's revenue, income, or donation receipts; or

- b. any other loss of revenue associated with a **traumatic incident**;

nor will it apply to any refunds that **you** convey in connection with cancelled events.

#### HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement. The following provisions also apply to the Coverage Extension of this endorsement.

##### 1. **Application of Coverage-**

The limit of payment stated within each section of the Coverage Extension of this endorsement represents the most **we** will pay for qualifying expenses to which the Coverage Extension applies. For the purpose of applying limits of coverage, any related acts, incidents or events that qualify as, or that together develop into, a **traumatic incident**, will be considered a single incident to which the limits of coverage as set forth herein will apply, even if such acts or events do not occur at the same time or in the same location.

##### 2. **Coverage Aggregate Limit-**

The most **we** will pay for all covered costs associated directly or indirectly with a **traumatic incident** covered herein is \$300,000. This Coverage Aggregate Limit represents the most **we** will pay in relation to a single **traumatic incident**, regardless of the number of Coverage Extensions that apply, the number of persons affected, or the total amount of cost incurred in connection with such incident.

##### 3. **Medical Extension Aggregate Limit-**

**We** will pay no more than \$200,000 for all **medical expense** associated with a single **traumatic incident** covered under the Additional Medical Expense Coverage Extension herein. Covered medical bills will be paid in the order that they are received by **us** until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Medical Extension Aggregate Limit represents the most **we** will pay for all **medical expense** in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total

amount of cost incurred in connection with such incident.

4. **Wage Loss Extension Aggregate Limit-**  
**We** will pay no more than \$40,000 for all wage loss reimbursement associated with a single **traumatic incident** covered under the Broadened Wage Loss Reimbursement Coverage Extension herein. This \$40,000 aggregate limit is payable over and above payments received under the **terms** of coverage set forth in the Wage Loss Reimbursement Form (BGL-99). Covered wage loss will be paid in the order that proof of wage loss documentation is received by **us**, until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Wage Loss Extension Aggregate Limit represents the most **we** will pay for all covered income loss in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of income loss incurred in connection with such incident.
5. **Counseling Extension Aggregate Limit-**  
**We** will pay no more than \$60,000 for all counseling expense associated with a single **traumatic incident** covered under the Individual Counseling Coverage Extension herein. Covered counseling bills will be paid in the order that they are received by **us** until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Counseling Extension Aggregate Limit represents the most we will pay for all individual counseling expense in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of cost incurred in connection with such incident.
6. **Organizational Expense Extension Aggregate Limit-**  
**We** will pay no more than \$100,000 for all additional organizational expense associated with a single **traumatic incident** covered under the Organizational Expense Extension herein. Covered expenses will be paid in the order that documentation is received by **us** until an applicable limit (per extension limit or coverage aggregate limit) is reached, at which point payment associated with such extension or incident

will cease (This includes expenses for costs that were approved by **us**). This Organizational Expense Extension Aggregate Limit represents the most we will pay for all additional organizational expense in relation to a single **traumatic incident**, regardless of the total amount of cost incurred in connection with such incident.

7. **Other Medical Insurance-**  
The medical payments coverage provided in this endorsement will be strictly excess over any other policy, program or plan designed to pay medical expenses.
8. **Payment/Reimbursement Limitations-**  
Costs to which this endorsement would otherwise apply will be paid or reimbursed by **us** only to the extent that such costs are reasonable and necessary, or have been authorized in advance by **us**.
9. **Other Policy Coverages-**  
The coverage provided by this endorsement will apply in addition to other available coverages of this policy, but remains subject to the General Occurrence Limit and General Aggregate Limit of the policy, as well as being subject to the coverage-specific extension **limits** set forth herein.
10. **Coverage Requests-**  
Coverage under this endorsement will apply based on **your** request for coverage. The leaders of **your** organization are responsible for identifying which categories of coverage (Medical, Wage Loss, Counseling and/or Organizational Expense) will apply under the **terms** of this endorsement. If, during the course of claim administration, **your** leaders decide to revise their coverage request by eliminating a category of coverage that had previously been selected (a change request), then, subject to any applicable limits, **we** will complete the processing and payment of covered bills from that category that were received by **us** prior to the change request. **We** will not pay any bills from such category if they are submitted after **your** change request has been received.
11. **Order of Payments-**  
Covered bills and expenses will be paid in the order that they are received by **us** until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease.

12. **Communication to Affected Persons-**

**You** will be responsible for conveying to **us** the extension categories for which **you** are requesting coverage under the **terms** of this endorsement. **You** will also be responsible for assisting **us** in communicating to affected persons the manner in which, and the extent to which, payment under the **terms** of this endorsement will apply.

**LIMITATION**

Nothing in this endorsement will act to increase any **limits** of coverage, or to in any way modify any **terms** of the policy other than the **terms** specified herein. This endorsement provides no liability coverage of any kind.

**OTHER PROVISIONS**

All other provisions of the policy will continue to apply, unless otherwise modified herein.

SERFF Tracking Number: BRTH-125432339 State: Arkansas  
Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR L FC 2008 01  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Traumatic Incident Form Revision  
Project Name/Number: BGL-99, 991 and 992 Revision/AR L FC 2008 01

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BRTH-125432339 State: Arkansas  
Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR L FC 2008 01  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Traumatic Incident Form Revision  
Project Name/Number: BGL-99, 991 and 992 Revision/AR L FC 2008 01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 02/04/2008

**Comments:**

**Attachment:**

AR LIA Forms\_industry\_rates\_PCtransDoc\_intelligent.pdf

**Satisfied -Name:** Comparison Documents **Review Status:** Approved 02/04/2008

**Comments:**

**Attachments:**

WSComparison\_BGL-99 2-2-BGL-99 3-0.pdf

WSComparison\_BGL-991 2-2-BGL-991 3-0.pdf

WSComparison\_BGL-992 2-2-BGL-992 3-0.pdf

## Property & Casualty Transmittal Document

|   |   |              |  |                  |  |
|---|---|--------------|--|------------------|--|
| <b>1. Reserved for Insurance Dept. Use Only</b> | <b>2. Insurance Department Use only</b><br>a. Date the filing is received:<br>b. Analyst:<br>c. Disposition:<br>d. Date of disposition of the filing:<br>e. Effective date of filing:<br><table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #:<br>g. SERFF Filing #:<br>h. Subject Codes | New Business |  | Renewal Business |  |
| New Business                                    |   |              |  |                  |  |
| Renewal Business                                |   |              |  |                  |  |

|                      |                     |
|----------------------|---------------------|
| <b>3. Group Name</b> | <b>Group NAIC #</b> |
|                      |                     |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|--------------------|----------|--------|--------|---------|
|                    |          |        |        |         |
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| <b>5. Company Tracking Number</b> |  |
|-----------------------------------|--|

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|------------------|-------|--------------|-------|--------|
|    |                  |       |              |       |        |
|    |                  |       |              |       |        |

|  |  |
|--|--|
| 7. Signature of authorized filer         |  |
| 8. Please print name of authorized filer |  |

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

|  |   |
|--|---|
| 9. Type of Insurance (TOI)   |   |
| 10. Sub-Type of Insurance (Sub-TOI)  |   |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] |   |
| 12. Company Program Title (Marketing title)  |   |
| 13. Filing Type  | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested  | New: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>   |
| 15. Reference Filing?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| 16. Reference Organization (if applicable)   |   |
| 17. Reference Organization # & Title   |   |
| 18. Company's Date of Filing   |   |
| 19. Status of filing in domicile   | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved  |

## Property & Casualty Transmittal Document—

|            |  |  |
|------------|--|--|
| <b>20.</b> | <b>This filing transmittal is part of Company Tracking #</b> |  |
|------------|--|--|

|            |  |
|------------|--|
| <b>21.</b> | <b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |
|------------|--|

|            |   |
|------------|---|
| <b>22.</b> | <b>Filing Fees</b> (Filer must provide check # and fee amount if applicable)<br>[If a state requires you to show how you calculated your filing fees, place that calculation below] |
|------------|---|

**Check #:**  
**Amount:**

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

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

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

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

|           |  |  |
|-----------|--|--|
| <b>1.</b> | <b>This filing transmittal is part of Company Tracking #</b> |  |
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|           |   |  |
|-----------|---|--|
| <b>2.</b> | <b>This filing corresponds to rate/rule filing number</b><br>(Company tracking number of rate/rule filing, if applicable) |  |
|-----------|---|--|

| 3. | Form Name<br>/Description/Synopsis | Form #<br>Include edition date | Replacement<br>Or<br>withdrawn?  | If replacement,<br>give form #<br>it replaces | Previous state<br>filing number,<br>if required by state |
|----|------------------------------------|--------------------------------|--|---|--|
| 01 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 02 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 03 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 04 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 05 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 06 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 07 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 08 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 09 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 10 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |

PC FFS-1

This Medical (Wage Reimbursement) Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one Wage Reimbursement coverage will apply to an accident and any **related loss**.

- PLEASE READ THIS CAREFULLY -

## WAGE LOSS REIMBURSEMENT COVERAGE

### AGREEMENT

We provide the Additional Coverage described in this endorsement, but only if *Wage Reimbursement* coverage is properly designated in the **Declarations** of this policy.

### DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), applies to this endorsement, unless otherwise modified herein. The following definition applies only to the Additional Coverage of this endorsement.

1. **Covered wage loss** means reasonable and necessary loss of actual income as the result of **bodily injury**, but only to the extent that such income was being paid on the date of accident, and only if the income loss is documented in writing by the employer of the person sustaining the income loss.

2. **Life-threatening injury means bodily injury involving: (1) significant (life-threatening) damage to one or more vital organs; (2) substantial loss of blood or tissue; or (3) other grave physical injury; but only if such injury results in a substantial probability of death absent aggressive medical intervention.**

### ADDITIONAL COVERAGE

#### **WAGE LOSS REIMBURSEMENT COVERAGE**

**We** Subject to the limitations set forth here in, we pay reasonable and necessary **covered wage loss** resulting from **bodily injury**, up to \$2000 per injured person. The **bodily injury** must be caused by an accident:

- a. on premises **you** own or rent; or
- b. arising out of **your** operations.

We pay such **covered wage loss** regardless of fault,

but only if such wage loss:

- a. arises out of an accident that occurs in the **coverage territory** during the **policy period**; and
- b. is incurred and reported within 6 months (180 days) of the accident; and
- c. results from time away from work: (1) as specifically directed by a physician; or (2) as required to personally care for a dependent covered herein; or (3) to coordinate funeral details and other details associated with the death of a dependent; or (4) or to coordinate life care details and other details associated with a life-threatening injury to a dependent.

The payment of **covered wage loss** by **us** does not mean that **we** admit **we** are liable under other coverages of this policy.

### EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following exclusions apply only to the Additional Coverage of this endorsement.

1. **We** do not pay for any wage or income loss if such loss is covered under any Workers' Compensation, occupational disease or disability insurance policy, or to the extent that any **covered wage loss** is paid to or on behalf of any person covered herein by another policy, program or plan of any kind.
2. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained by:
  - a. **your** employee, or by any person **you** have hired to do work on **your** behalf; or

- b. any **student, day care participant** or **camper**, unless **we** provide medical payments coverage that applies to such person.
3. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** that results in any manner from the operation, occupancy, maintenance, use, **loading or unloading** or any **auto**, aircraft or watercraft of any kind.
4. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** to a person injured on that part of the premises that the person normally occupies, or for any wage or income loss sustained by any tenant of an **insured**.
5. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained while taking part in any **athletic activity**.
6. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained by any person staying at **your** facility, if the facility regularly houses or cares for persons who do not have a residence or who have voluntarily or involuntarily placed themselves, or been placed, at **your** facility.
7. **We** do not pay for any wage or income loss arising directly or indirectly out of **bodily injury** sustained by anyone who is:
  - a. trespassing on property when the injury occurs;
  - b. on or in an area without permission; or
  - c. on or in an area that the person does not have a reasonable belief they are entitled to occupy.
8. **We** do not pay for any wage or income loss ~~which~~that is not documented, or ~~which~~that is speculative in nature.
- ~~9. **We** do not pay for any wage or income loss for time away from work due to appointments with medical providers.~~
9. Except in the case of coordinating details associated with a life-threatening injury to a dependent, we do not pay for any wage or income loss for time away from work due to appointments with medical providers.

10. **We** do not pay for any wage or income loss for time away from work by an injured person unless required by a physician, or for time away from work after a physician has authorized an injured party to return to work.

11. ~~We~~Other than with respect to the following specified Injury Exception, we do not pay for any wage or income loss on behalf of any person who does not sustain **bodily injury**. ~~We will, however,~~

**Injury Exception: Despite the injury requirement stated in Exclusion 11, we will provide the Additional Coverage herein for covered wage loss sustained by an uninjured person if:**

a. **bodily injury or death that is otherwise** covered herein is sustained by a dependent of the uninjured person; and

b. the uninjured person misses time from work: (1) to care for a dependent covered herein; or (2) to coordinate funeral details and other details associated with the death of a dependent; or (3) to coordinate life care details and other details associated with a life-threatening injury to a dependent.; and

~~— b. the uninjured person misses time from work to care for the injured person; and~~

c. the time away from work is essential for the care of the injured person; or is related to the coordination of funeral details and other details associated with the death of a dependent; or is related to the coordination of life care details and other details associated with a life-threatening injury to a dependent.

|                        |
|------------------------|
| <b>HOW MUCH WE PAY</b> |
|------------------------|

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional coverage provided by this endorsement, unless otherwise modified herein. The following provisions apply to the Additional Coverage of this endorsement.

1. **We** will pay two-thirds (2/3) of the reasonable, necessary and documented **covered wage loss** provided by the Additional Coverage of this endorsement. In the event that another policy,

program or plan pays a portion of the **covered wage loss** (but less than 2/3 of the **covered wage loss**), then we will pay the difference between such portion and two-thirds (2/3) of the **covered wage loss**.

2. **We** will pay no more than \$2000 per injured person for any **covered wage loss** to which this endorsement applies.
3. Coverage under this endorsement for an uninjured person is limited to the following:

a. in the event of a non-life-threatening injury to a dependent, we will pay up to two-thirds (2/3) of the uninjured person's **covered wage loss** for 40 hours of work, or \$2,000, whichever is less.

b. in the event of a life-threatening injury to, or the death of, a dependent, we will pay up to two-thirds (2/3) of the uninjured person's covered wage loss for 80 hours of work, or \$2,000, whichever is less.

#### CONDITIONS

Each of the provisions set forth in the Conditions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following condition applies to the Additional Coverage of this endorsement.

##### 1. **Required Documentation -**

If a person to whom coverage applies under this endorsement is self-employed or is employed by a relative, then such person must submit to **us**, at **our** request, payroll records, tax returns and other necessary records to document their **covered wage loss**.

#### OTHER PROVISIONS

All other provisions of the Commercial General Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to this endorsement unless otherwise modified herein.

| Input:        |  |
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| Moved to       | 0     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 46    |

This Additional Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). The Coverage Extension set forth herein will apply in addition to any otherwise applicable coverage of the policy. No liability coverage is provided by this form.

PLEASE READ THIS CAREFULLY --

## COVERAGE EXTENSION: TRAUMATIC INCIDENT RESPONSE<sup>SM</sup> COVERAGE (\$150,000 AGGREGATE LIMIT)

### AGREEMENT

We provide the Coverage Extension described in this endorsement, but only if this endorsement (BGL-991) is properly designated in the **Declarations** of this policy, and only if **you** are a religious or not-for-profit organization.

### COVERAGE EXTENSION

#### TRAUMATIC INCIDENT RESPONSE EXTENSION-

In the event that a **traumatic incident** takes place: (1) on **your** premises; or (2) during the course of **your** scheduled activity, at your request, we will pay up to the limit of coverage stated below (but subject to the Coverage Aggregate Limit and the individual Extension Aggregate Limits stated in the How Much We Pay section of this endorsement) for qualifying expenses that are incurred as a result of such **traumatic incident** that takes place in the **coverage territory** and during the **policy period**.

#### ADDITIONAL MEDICAL EXPENSE COVERAGE-

WeAt your request, we will pay up to an additional \$25,000, per person, for **medical expense** (including funeral or burial costs) of a **covered person** that would otherwise be covered under Principal Coverage M of this policy. This medical coverage extension is excess over any other medical coverage that is available or payable under any other policy, program or plan, and does not apply to any expense relating to the treatment of **emotional injury**. Payments made under this medical expense coverage extension are subject to the Medical Extension Aggregate provision in the How Much We Pay section of this endorsement. Such **medical expense** must be incurred within one year of the date on which the **traumatic incident** occurs.

#### BROADENED WAGE LOSS REIMBURSEMENT COVERAGE (INCLUDING EMOTIONAL INJURY)-

If this policy includes Wage Loss Reimbursement Coverage (Form BGL-99), at your request, we will pay up to an additional \$2,000 (\$4,000 total) for loss of income arising out of bodily injury or emotional injury sustained by a **covered person**

or by a **covered observer** as the result of a covered **traumatic incident**. The **terms** of coverage set forth in the Wage Loss Reimbursement Form (BGL-99) that apply to loss of income resulting from **bodily injury** will also apply to this extension. Payments made under this wage loss coverage extension are subject to the Wage Loss Extension Aggregate provision in the How Much We Pay section of this endorsement. Such wage loss must be incurred within 6 months (180 days) of the date on which the **traumatic incident** occurs.

#### INDIVIDUAL COUNSELING COVERAGE -

WeAt your request, we will pay up to \$2,500 per **covered person/covered observer** for individual (one-on-one or family) counseling costs associated with **emotional injury** sustained by a **covered person** or by a **covered observer** as the result of a covered **traumatic incident**. Payments made under this counseling coverage extension are subject to the Counseling Extension Aggregate provision in the How Much We Pay section of this endorsement. Such counseling costs must be incurred within 18 months of the date on which the **traumatic incident** occurs.

#### ADDITIONAL ORGANIZATIONAL EXPENSE -

WeAt your request, we will reimburse **your** organization up to \$50,000 (in total) for the following expenses that **you** incur as the result of a **traumatic incident**:

- a. Costs to obtain an alternate facility while the incident is being investigated; and
- b. Costs to retain a professional independent counselor or counseling service to meet with members of **your** organization; and
- c. Costs to retain a professional public relations specialist or public relations firm; and
- d. Costs to retain legal counsel to assist the organization in responding to the media, to victims or their representatives, or to law enforcement inquiries associated with the incident; and

- e. Costs to retain security personnel to guard **your** facility against further incidents; and
- f. Costs to retain temporary employees to handle additional work resulting from the incident; and
- g. Costs (such as non-refundable off-site facility rental charges) associated with event cancellation following a traumatic incident, but not including loss of event revenue or the refund of receipts that you convey in connection with such cancellation; and
- h. ~~g.~~ Other additional costs (not including property repair costs) that are incurred as a direct result of the incident and which have been authorized in advance by **us**;

but only to the extent that such cost is a reasonable and necessary expense, or has been authorized by **us** prior to being incurred.

Such additional expense must be incurred within 60 days of the date on which the **traumatic incident** occurs, or within 30 days before or 30 days after the first anniversary of the **traumatic incident**.

~~All payments made under this Traumatic Incident Response Extension will be strictly subject to the Aggregate Limit stated in the How Much We Pay section of this endorsement~~

Any payment made under this Additional Organizational Expense coverage extension is subject to the Organizational Expense Extension Aggregate provision in the How Much We Pay section of this endorsement.

## DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), applies to this endorsement, unless otherwise modified herein. The following definitions apply only to this endorsement.

1. **Covered observer** means **your leader**, **your** employee, a member of **your** organization, or a participant in **your** activity, who is present at, and who witnesses, a **traumatic incident**. But **covered observer** does not include any person who has sustained a physical injury of any kind to their body in connection with the **traumatic incident**.
2. **Covered person** means: (1) a **leader** or volunteer member of **your** organization; or (2) a volunteer participant in **your** activity; who sustains a physical injury to their body as a result of a **traumatic incident**. **Covered**

**person** does not include anyone who sustains only **emotional injury** in connection with a **traumatic incident**.

3. **Life-threatening injury** means **bodily injury** involving: (1) significant (life-threatening) damage to one or more vital organs; (2) substantial loss of blood or tissue; or (3) other grave physical injury; but only if such injury results in a substantial probability of death absent aggressive medical intervention.
4. **Traumatic incident** means only the following:
  - a. a violent attack directed against one or more persons that results in death or in a **life-threatening injury**; or
  - b. a violent attack directed against **your** organization or its property that results in death or in a **life-threatening injury**; or
  - c. the holding of a group of people in a location against their will by force or by the threat of force; or
  - d. a suicide event that is witnessed by other persons.

Any related acts or events associated with a - d above will be considered a single **traumatic incident**, even if such acts or events do not occur at the same time or in the same location.

## EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement unless otherwise modified herein. The following exclusions also apply to the Coverage Extension of this endorsement.

1. All exclusions and other limitations that apply to Principal Coverage M (as set forth in forms GL-100 and BGL-11) will apply to the Additional Medical Expense Extension of this endorsement.
2. All exclusions and other limitations that apply to Wage Loss Reimbursement Coverage (as set forth in form BGL-99) will apply to the Broadened Wage Loss Reimbursement Extension of this endorsement, and no Wage Loss Coverage will apply under this endorsement unless Wage Loss Reimbursement Coverage (form BGL-99) is shown on the **Declarations** of this policy.

3. The Coverage Extension of this endorsement will provide no liability coverage of any kind to any person or entity, and no judgment, award, settlement, penalty, fine, legal fees or other such cost, obligation or expense will be paid under the terms of this endorsement.
4. The Coverage Extension of this endorsement will provide no property coverage of any kind to any person or entity, and no payment will be made to rebuild, repair or replace any property of any kind under the terms of this endorsement.
5. The Coverage Extension of this endorsement will not apply to **bodily injury** resulting from the operation, maintenance, occupancy or use of any **auto**, unless such auto is used with violent intent by a person who plans to cause injury or death to other persons through the use of the **auto**: (1) as a weapon; or (2) to transport a weapon.
6. The Coverage Extension of this endorsement will not apply to **loss** of any kind resulting from of any sexual contact or other **sexual act**, unless such act is undertaken as part of a public assault that is witnessed by multiple persons (other than the perpetrator and the victim).
7. **We** will not pay for **loss** of any kind:
  - a. that involves the use, release or escape of nuclear or radioactive materials, or
  - b. that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - c. that involves the dispersal, release or application of any pathogenic or poisonous biological or chemical materials of any kind.
8. **We** will not pay for **loss** of any kind sustained by any person or persons who intentionally inflict harm on others (or on themselves), unless such harm is directed against a violent perpetrator in self-defense or in defense of other innocent persons. Nor will **we** pay for injury sustained by any person other than a **covered person**.
9. The Additional Organizational Expense Extension of this endorsement will not apply to:

- a. any loss of, or reduction in, your organization's revenue, income, or donation receipts; or
- b. any other loss of revenue associated with a traumatic incident;

nor will it apply to any refunds that you convey in connection with cancelled events.

## HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement. The following provisions also apply to the Coverage Extension of this endorsement.

### 1. Application of Coverage-

~~1. —~~The limit of payment stated within each section of the Coverage Extension of this endorsement represents the most **we** will pay for qualifying expenses to which the Coverage Extension applies. For the purpose of applying limits of coverage, any related acts, incidents or events that qualify as, or that together develop into, a **traumatic incident**, will be considered a single incident to which the limits of coverage as set forth herein will apply, even if such acts or events do not occur at the same time or in the same location.

### 2. Coverage Aggregate Limit-

~~2. —~~The most **we** will pay for all covered costs associated directly or indirectly with a **traumatic incident** covered herein is \$150,000. This ~~Aggregate Limit represents the most we will pay in relation to a single traumatic incident, regardless of the number of Coverage Extensions that apply, the number of persons affected, or the total amount of cost incurred in connection with such incident.~~ Coverage Aggregate Limit represents the most **we** will pay in relation to a single **traumatic incident**, regardless of the number of Coverage Extensions that apply, the number of persons affected, or the total amount of cost incurred in connection with such incident.

### 3. Medical Extension Aggregate Limit-

We will pay no more than \$100,000 for all **medical expense** associated with a single **traumatic incident** covered under the Additional Medical Expense Coverage Extension herein. Covered medical bills will

be paid in the order that they are received by us until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Medial Extension Aggregate Limit represents the most we will pay for all **medical expense** in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of cost incurred in connection with such incident.

4. **Wage Loss Extension Aggregate Limit-**  
We will pay no more than \$10,000 for all wage loss reimbursement associated with a single **traumatic incident** covered under the Broadened Wage Loss Reimbursement Coverage Extension herein. This \$10,000 aggregate limit is payable over and above payments received under the **terms** of coverage set forth in the Wage Loss Reimbursement Form (BGL-99). Covered wage loss will be paid in the order that proof of wage loss documentation is received by us, until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Wage Loss Extension Aggregate Limit represents the most we will pay for all covered income loss in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of income loss incurred in connection with such incident.
5. **Counseling Extension Aggregate Limit-**  
We will pay no more than \$40,000 for all counseling expense associated with a single **traumatic incident** covered under the Individual Counseling Coverage Extension herein. Covered counseling bills will be paid in the order that they are received by us until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Counseling Extension Aggregate Limit represents the most we will pay for all individual counseling expense in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of cost incurred in connection with such incident.
6. **Organizational Expense Extension Aggregate Limit-**  
We will pay no more than \$50,000 for all additional organizational expense associated with a single **traumatic incident**

covered under the Organizational Expense Extension herein. Covered expenses will be paid in the order that documentation is received by us until an applicable limit (per extension limit or coverage aggregate limit) is reached, at which point payment associated with such extension or incident will cease (this includes expenses for costs that were approved by us). This Organizational Expense Extension Aggregate Limit represents the most we will pay for all additional organizational expense in relation to a single **traumatic incident**, regardless of the total amount of cost incurred in connection with such incident.

7. **Other Medical Insurance-**  
3. —The medical payments coverage provided in this endorsement will be strictly excess over any other policy, program or plan designed to pay medical expenses.
8. **Payment/Reimbursement Limitations-**  
4. —Costs to which this endorsement would otherwise apply will be paid or reimbursed by us only to the extent that such costs are reasonable and necessary, or have been authorized in advance by us.
9. **Other Policy Coverages-**  
5. —The coverage provided by this endorsement will apply in addition to other available coverages of this policy, but remains subject to the General Occurrence Limit and General Aggregate Limit of the policy, as well as being subject to the coverage-specific extension **limits** set forth herein.
10. **Coverage Requests-**  
Coverage under this endorsement will apply based on **your** request for coverage. The leaders of **your** organization are responsible for identifying which categories of coverage (Medical, Wage Loss, Counseling and/or Organizational Expense) will apply under the **terms** of this endorsement. If, during the course of claim administration, **your** leaders decide to revise their coverage request by eliminating a category of coverage that had previously been selected (a change request), then, subject to any applicable limits, we will complete the processing and payment of covered bills from that category that were received by us prior to the change request. We will not pay any bills from such category if they are submitted after **your** change request has been received.
11. **Order of Payments-**

Covered bills and expenses will be paid in the order that they are received by us until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease.

**12. Communication to Affected Persons:**

You will be responsible for conveying to us the extension categories for which you are requesting coverage under the terms of this endorsement. You will also be responsible for assisting us in communicating to affected persons the manner in which, and the extent to which, payment under the terms of this endorsement will apply.

**LIMITATION**

Nothing in this endorsement will act to increase any **limits** of coverage, or to in any way modify any **terms** of the policy other than the **terms** specified herein. This endorsement provides no liability coverage of any kind.

**OTHER PROVISIONS**

All other provisions of the policy will continue to apply, unless otherwise modified herein.

Document comparison done by Workshare DeltaView on Tuesday, January 15, 2008 9:01:43 AM

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This Additional Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). The Coverage Extension set forth herein will apply in addition to any otherwise applicable coverage of the policy. No liability coverage is provided by this form.

PLEASE READ THIS CAREFULLY --

## COVERAGE EXTENSION: TRAUMATIC INCIDENT RESPONSE<sup>SM</sup> COVERAGE (\$300,000 AGGREGATE LIMIT)

### AGREEMENT

We provide the Coverage Extension described in this endorsement, but only if this endorsement (BGL-992) is properly designated in the **Declarations** of this policy, and only if **you** are a religious or not-for-profit organization.

### COVERAGE EXTENSION

#### **TRAUMATIC INCIDENT RESPONSE EXTENSION-**

In the event that a **traumatic incident** takes place: (1) on **your** premises; or (2) during the course of **your** scheduled activity, at your request, we will pay up to the limit of coverage stated below (but subject to the Coverage Aggregate Limit and the individual Extension Aggregate Limits stated in the How Much We Pay section of this endorsement) for qualifying expenses that are incurred as a result of such **traumatic incident** that takes place in the **coverage territory** and during the **policy period**.

#### **ADDITIONAL MEDICAL EXPENSE COVERAGE-**

WeAt your request, we will pay up to an additional \$50,000, per person, for **medical expense** (including funeral or burial costs) of a **covered person** that would otherwise be covered under Principal Coverage M of this policy. This medical coverage extension is excess over any other medical coverage that is available or payable under any other policy, program or plan, and does not apply to any expense relating to the treatment of **emotional injury**. Payments made under this medical expense coverage extension are subject to the Medical Extension Aggregate provision in the How Much We Pay section of this endorsement. Such **medical expense** must be incurred within one year of the date on which the **traumatic incident** occurs.

#### **BROADENED WAGE LOSS REIMBURSEMENT COVERAGE (INCLUDING EMOTIONAL INJURY)-**

If this policy includes Wage Loss Reimbursement Coverage (Form BGL-99), at your request, we will pay up to an additional \$5,000 (\$7,000 total) for loss of income arising out of bodily injury or emotional injury sustained by a **covered person**

or by a **covered observer** as the result of a covered **traumatic incident**. The **terms** of coverage set forth in the Wage Loss Reimbursement Form (BGL-99) that apply to loss of income resulting from **bodily injury** will also apply to this extension. Payments made under this wage loss coverage extension are subject to the Wage Loss Extension Aggregate provision in the How Much We Pay section of this endorsement. Such wage loss must be incurred within 6 months (180 days) of the date on which the **traumatic incident** occurs.

#### **INDIVIDUAL COUNSELING COVERAGE -**

WeAt your request, we will pay up to \$5,000 per **covered person/covered observer** for individual (one-on-one or family) counseling costs associated with **emotional injury** sustained by a **covered person** or by a **covered observer** as the result of a covered **traumatic incident**. Payments made under this counseling coverage extension are subject to the Counseling Extension Aggregate provision in the How Much We Pay section of this endorsement. Such counseling costs must be incurred within 18 months of the date on which the **traumatic incident** occurs.

#### **ADDITIONAL ORGANIZATIONAL EXPENSE -**

WeAt your request, we will reimburse **your** organization up to \$100,000 (in total) for the following expenses that **you** incur as the result of a **traumatic incident**:

- a. Costs to obtain an alternate facility while the incident is being investigated; and
- b. Costs to retain a professional independent counselor or counseling service to meet with members of **your** organization; and
- c. Costs to retain a professional public relations specialist or public relations firm; and
- d. Costs to retain legal counsel to assist the organization in responding to the media, to victims or their representatives, or to law enforcement inquiries associated with the incident; and

- e. Costs to retain security personnel to guard **your** facility against further incidents; and
- f. Costs to retain temporary employees to handle additional work resulting from the incident; and
- g. Costs (such as non-refundable off-site facility rental charges) associated with event cancellation following a traumatic incident, but not including loss of event revenue or the refund of receipts that you convey in connection with such cancellation; and
- h. ~~g.~~ Other additional costs (not including property repair costs) that are incurred as a direct result of the incident and which have been authorized in advance by **us**;

but only to the extent that such cost is a reasonable and necessary expense, or has been authorized by **us** prior to being incurred.

Such additional expense must be incurred within 60 days of the date on which the **traumatic incident** occurs, or within 30 days before or 30 days after the first anniversary of the **traumatic incident**.

~~All payments made under this Traumatic Incident Response Extension will be strictly subject to the Aggregate Limit stated in the How Much We Pay section of this endorsement~~

Any payment made under this Additional Organizational Expense coverage extension is subject to the Organizational Expense Extension Aggregate provision in the How Much We Pay section of this endorsement.

## DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), applies to this endorsement, unless otherwise modified herein. The following definitions apply only to this endorsement.

1. **Covered observer** means **your leader**, **your** employee, a member of **your** organization, or a participant in **your** activity, who is present at, and who witnesses, a **traumatic incident**. But **covered observer** does not include any person who has sustained a physical injury of any kind to their body in connection with the **traumatic incident**.
2. **Covered person** means: (1) a **leader** or volunteer member of **your** organization; or (2) a volunteer participant in **your** activity; who sustains a physical injury to their body as a

result of a **traumatic incident**. **Covered person** does not include anyone who sustains only **emotional injury** in connection with a **traumatic incident**.

3. **Life-threatening injury** means **bodily injury** involving: (1) significant (life-threatening) damage to one or more vital organs; (2) substantial loss of blood or tissue; or (3) other grave physical injury; but only if such injury results in a substantial probability of death absent aggressive medical intervention.
4. **Traumatic incident** means only the following:
  - a. a violent attack directed against one or more persons that results in death or in a **life-threatening injury**; or
  - b. a violent attack directed against **your** organization or its property that results in death or in a **life-threatening injury**; or
  - c. the holding of a group of people in a location against their will by force or by the threat of force; or
  - d. a suicide event that is witnessed by other persons.

Any related acts or events associated with a - d above will be considered a single **traumatic incident**, even if such acts or events do not occur at the same time or in the same location.

## EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement unless otherwise modified herein. The following exclusions also apply to the Coverage Extension of this endorsement.

1. All exclusions and other limitations that apply to Principal Coverage M (as set forth in forms GL-100 and BGL-11) will apply to the Additional Medical Expense Extension of this endorsement.
2. All exclusions and other limitations that apply to Wage Loss Reimbursement Coverage (as set forth in form BGL-99) will apply to the Broadened Wage Loss Reimbursement Extension of this endorsement, and no Wage Loss Coverage will apply under this endorsement unless Wage Loss Reimbursement Coverage (form BGL-99) is shown on the **Declarations** of this policy.

3. The Coverage Extension of this endorsement will provide no liability coverage of any kind to any person or entity, and no judgment, award, settlement, penalty, fine, legal fees or other such cost, obligation or expense will be paid under the terms of this endorsement.
4. The Coverage Extension of this endorsement will provide no property coverage of any kind to any person or entity, and no payment will be made to rebuild, repair or replace any property of any kind under the terms of this endorsement.
5. The Coverage Extension of this endorsement will not apply to **bodily injury** resulting from the operation, maintenance, occupancy or use of any **auto**, unless such auto is used with violent intent by a person who plans to cause injury or death to other persons through the use of the **auto**: (1) as a weapon; or (2) to transport a weapon.
6. The Coverage Extension of this endorsement will not apply to **loss** of any kind resulting from of any sexual contact or other **sexual act**, unless such act is undertaken as part of a public assault that is witnessed by multiple persons (other than the perpetrator and the victim).
7. **We** will not pay for **loss** of any kind:
  - a. that involves the use, release or escape of nuclear or radioactive materials, or
  - b. that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - c. that involves the dispersal, release or application of any pathogenic or poisonous biological or chemical materials of any kind.
8. **We** will not pay for **loss** of any kind sustained by any person or persons who intentionally inflict harm on others (or on themselves), unless such harm is directed against a violent perpetrator in self-defense or in defense of other innocent persons. Nor will **we** pay for injury sustained by any person other than a **covered person**.
9. The Additional Organizational Expense Extension of this endorsement will not apply to:

- a. any loss of, or reduction in, your organization's revenue, income, or donation receipts; or
- b. any other loss of revenue associated with a traumatic incident;

nor will it apply to any refunds that you convey in connection with cancelled events.

#### HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Coverage Extension of this endorsement. The following provisions also apply to the Coverage Extension of this endorsement.

##### 1. Application of Coverage-

~~1. —~~The limit of payment stated within each section of the Coverage Extension of this endorsement represents the most **we** will pay for qualifying expenses to which the Coverage Extension applies. For the purpose of applying limits of coverage, any related acts, incidents or events that qualify as, or that together develop into, a **traumatic incident**, will be considered a single incident to which the limits of coverage as set forth herein will apply, even if such acts or events do not occur at the same time or in the same location.

##### 2. Coverage Aggregate Limit-

~~2. —~~The most **we** will pay for all covered costs associated directly or indirectly with a **traumatic incident** covered herein is \$300,000. This ~~"Aggregate Limit"~~ ~~represents the most we will pay in relation to a single traumatic incident, regardless of the number of Coverage Extensions that apply, the number of persons affected, or the total amount of cost incurred in connection with such incident.~~ Coverage Aggregate Limit represents the most we will pay in relation to a single traumatic incident, regardless of the number of Coverage Extensions that apply, the number of persons affected, or the total amount of cost incurred in connection with such incident.

##### 3. Medical Extension Aggregate Limit-

We will pay no more than \$200,000 for all medical expense associated with a single traumatic incident covered under the Additional Medial Expense Coverage Extension herein. Covered medical bills will

be paid in the order that they are received by us until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Medial Extension Aggregate Limit represents the most we will pay for all **medical expense** in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of cost incurred in connection with such incident.

4. **Wage Loss Extension Aggregate Limit-**  
We will pay no more than \$40,000 for all wage loss reimbursement associated with a single **traumatic incident** covered under the Broadened Wage Loss Reimbursement Coverage Extension herein. This \$40,000 aggregate limit is payable over and above payments received under the terms of coverage set forth in the Wage Loss Reimbursement Form (BGL-99). Covered wage loss will be paid in the order that proof of wage loss documentation is received by us, until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Wage Loss Extension Aggregate Limit represents the most we will pay for all covered income loss in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of income loss incurred in connection with such incident.
5. **Counseling Extension Aggregate Limit-**  
We will pay no more than \$60,000 for all counseling expense associated with a single **traumatic incident** covered under the Individual Counseling Coverage Extension herein. Covered counseling bills will be paid in the order that they are received by us until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease. This Counseling Extension Aggregate Limit represents the most we will pay for all individual counseling expense in relation to a single **traumatic incident**, regardless of the number of persons affected, or the total amount of cost incurred in connection with such incident.
6. **Organizational Expense Extension Aggregate Limit-**  
We will pay no more than \$100,000 for all additional organizational expense

associated with a single **traumatic incident** covered under the Organizational Expense Extension herein. Covered expenses will be paid in the order that documentation is received by us until an applicable limit (per extension limit or coverage aggregate limit) is reached, at which point payment associated with such extension or incident will cease (This includes expenses for costs that were approved by us). This Organizational Expense Extension Aggregate Limit represents the most we will pay for all additional organizational expense in relation to a single **traumatic incident**, regardless of the total amount of cost incurred in connection with such incident.

7. **Other Medical Insurance-**  
3. —The medical payments coverage provided in this endorsement will be strictly excess over any other policy, program or plan designed to pay medical expenses.
8. **Payment/Reimbursement Limitations-**  
4. —Costs to which this endorsement would otherwise apply will be paid or reimbursed by us only to the extent that such costs are reasonable and necessary, or have been authorized in advance by us.
9. **Other Policy Coverages-**  
5. —The coverage provided by this endorsement will apply in addition to other available coverages of this policy, but remains subject to the General Occurrence Limit and General Aggregate Limit of the policy, as well as being subject to the coverage-specific extension limits set forth herein.
10. **Coverage Requests-**  
Coverage under this endorsement will apply based on your request for coverage. The leaders of your organization are responsible for identifying which categories of coverage (Medical, Wage Loss, Counseling and/or Organizational Expense) will apply under the terms of this endorsement. If, during the course of claim administration, your leaders decide to revise their coverage request by eliminating a category of coverage that had previously been selected (a change request), then, subject to any applicable limits, we will complete the processing and payment of covered bills from that category that were received by us prior to the change request. We will not pay any bills from such category if they are submitted after your change request has been received.

11. **Order of Payments-**

Covered bills and expenses will be paid in the order that they are received by **us** until an applicable limit (per person, per extension or coverage aggregate) is reached, at which point payment associated with such person, extension or incident will cease.

12. **Communication to Affected Persons-**

**You** will be responsible for conveying to **us** the extension categories for which **you** are requesting coverage under the **terms** of this endorsement. **You** will also be responsible for assisting **us** in communicating to affected persons the manner in which, and the extent to which, payment under the **terms** of this endorsement will apply.

**LIMITATION**

Nothing in this endorsement will act to increase any **limits** of coverage, or to in any way modify any **terms** of the policy other than the **terms** specified herein. This endorsement provides no liability coverage of any kind.

**OTHER PROVISIONS**

All other provisions of the policy will continue to apply, unless otherwise modified herein.

Document comparison done by Workshare DeltaView on Tuesday, January 15, 2008 9:03:55 AM

| Input:        |   |
|---------------|---|
| Document 1    | file://H:/Policy Forms/BGL/BGL-992 2-2.doc                  |
| Document 2    | file://H:/Filings/Traumatic Incident Filing/BGL-992 3-0.doc |
| Rendering set | Standard  |

| Legend:                   |  |
|---------------------------|--|
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| <del>Deletion</del>       |  |
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|                | Count |
| Insertions     | 62    |
| Deletions      | 15    |
| Moved from     | 0     |
| Moved to       | 0     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 77    |