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Liability Insurance Policy Package For:

University of Oregon

D77-94G

07/01/2019 to 07/01/2020

Package Summary

Educational Organization:

Address:

University of Oregon
Office of Risk Management
1260 University of Oregon
Eugene, OR 97403-1260

Policy Period:

07/01/2019 to 07/01/2020
12:01 A.M. at the address stated above.

Policy Number:

D77-94G

Product	Premium	Risk Management Premium Credit	Final Premium
ELL (Educators Legal Liability)	\$197,877	\$11,873	\$186,004
GLX (General Liability Excess)	\$148,603	\$8,916	\$139,687
BLX (Buffer Excess Liability)	\$149,014	\$8,941	\$140,073
IPL (Internships and Professional Services Liability)	\$33,402	\$0	\$33,402

Total Coverage Premium: \$499,166

Premium Tax: \$0

Package Total Due: \$499,166

This insurance is subject to the provisions, stipulations, conditions and exclusions contained in the policy form as well as other provisions, stipulations, conditions and exclusions as may be endorsed or added thereto (collectively hereinafter referred to as the "Policy").

Issued by: United Educators Insurance, a Reciprocal Risk Retention Group

BROKER INFORMATION DISCLOSURE STATEMENT

As a member owned company, United Educators believes it is important to provide its policyholders, whose brokers receive compensation through commissions paid by United Educators, with the amount of those commissions as of the Policy Effective Date:

Product	Brokerage	Brokerage Address	Commission
Educators Legal Liability	Marsh USA - Portland	111 Southwest Columbia #500 Portland, OR 97201-5897	\$0
General Liability Excess	Marsh USA - Portland	111 Southwest Columbia #500 Portland, OR 97201-5897	\$0
Buffer Excess Liability	Marsh USA - Portland	111 Southwest Columbia #500 Portland, OR 97201-5897	\$0
Internships and Professional Services Liability	Marsh USA - Portland	111 Southwest Columbia #500 Portland, OR 97201-5897	\$0

Terrorism Risk Insurance Act Disclosure Statement

1. The following disclosure statements applies to General Liability products and Management Liability products included in this Policy:
 - The Terrorism Risk Insurance Act of 2002, as amended in 2015, allows for any covered losses caused by certified “acts of terrorism” to be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government pays 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; 80% beginning on January 1, 2020 of covered terrorism losses exceeding a statutorily established deductible paid by **us**. No compensation will be paid under the Act unless the aggregate industry insured losses resulting from certified “acts of terrorism” exceed \$100 million with respect to such insured losses occurring in calendar year 2015, \$120 million for calendar year 2016 losses, \$140 million for calendar year 2017 losses, \$160 million for calendar year 2018 losses, \$180 million for calendar year 2019 losses, and \$200 million for calendar year 2020 losses.
 - The Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, available coverage may be reduced.
 - The definition of certified “acts of terrorism” has changed. Certified “acts of terrorism” *as defined in Section 102(1) of the Act* as amended mean any acts certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; i.e. to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.
 - Some acts of terrorism are not covered under this Policy – please read this Policy and all endorsements carefully.
2. The portion of the premium charge for this Policy that is attributable to coverage for certified acts of terrorism is: \$0.00.

ProResponse Member Benefits

UE Member: University of Oregon

Benefit Period: 07/01/2019 to 07/01/2020

ProResponse is a member benefit of United Educators (UE) and is not part of your insurance coverage. To remain eligible, you must renew your package policy (Educators Legal Liability and General Liability) with UE. You will lose this benefit if you cancel or non-renew either line. Because ProResponse is a benefit, it may be terminated at any time in UE's sole discretion.

I. Schedule of Benefits

We will reimburse the UE Member (or pay on behalf of the UE Member at our sole option) **ProResponse Costs** up to the following limits resulting from a **ProResponse Event** first commencing during the **Benefit Period** and reported to us as required under the **Benefit Limitations** section below. The **ProResponse Limit** is not subject to any deductible or retention.

The **ProResponse Limit** for all **ProResponse Costs** within a **Benefit Period** is \$75,000, subject to the following sublimits for each **ProResponse Event**. Please refer to the **ProResponse Provider** definition below for approved firms.

\$10,000 for Threat Assessment;

\$10,000 for a Sexual Misconduct Investigation.

Of the \$75,000 benefit available for Crisis Communications or Grief Counseling Costs, \$15,000 is available without our prior approval for immediate expenses and an additional \$60,000 is available with prior written approval by us and solely at our discretion;

II. Definitions

A. ProResponse Costs means UE approved fees and expenses the UE Member incurs for a **ProResponse Provider** in response to a **ProResponse Event**, subject always to the **ProResponse Limit** and sublimits in the Schedule of Benefits.

B. ProResponse Event means:

1. the actual or imminent publication of information regarding an actual or threatened event or interrelated series of events that in the reasonable judgment of the UE Member, has or would have a material, harmful effect on the UE Member's reputation, standing and support in the community; or
2. a death in the UE Member's community; or
3. an actual or threatened event that may reasonably result in harm to the UE Member's community and which, in the reasonable judgment of the UE Member, requires the assistance of a **ProResponse Provider**.

C. ProResponse Limit means the maximum amount provided by this benefit to pay in the aggregate for all **ProResponse Costs** attributed to **ProResponse Events** that arise in any single **Benefit Period**.

D. ProResponse Provider means:

1. Any Crisis Communications firm on our current list of *Approved Crisis PR Firms* available at www.ue.org retained to mitigate a **ProResponse Event**;
2. The Grief Counseling firm listed at www.ue.org retained to provide grief/trauma counseling services resulting from a death in the UE Member's community for the UE Member's students, faculty, staff or the decedent's immediate family within 60 days following the **ProResponse Event**;
3. The Threat Assessment firm listed at www.ue.org;
4. Any Sexual Misconduct Investigation firm selected or approved by us. Please contact the Claims Team Leader in your region listed at www.ue.org.

The UE Member must contact us to obtain the name of an approved provider prior to engaging a Sexual Misconduct Investigation firm.

The UE Member is not required to notify us prior to engaging a Crisis Communication firm listed at www.ue.org, the Grief Counseling firm, or the Threat Assessment firm listed at www.ue.org but must notify UE within 10 days of a **ProResponse Event** as explained below in **Benefit Limitations**.

III. Benefit Limitations

- A.** As a condition to using the Sexual Misconduct Investigation benefit the UE member agrees to provide UE a copy of any investigation report it receives within 14 days of receipt.
- B.** Subject to paragraph **D.** below, a **ProResponse Event** begins when the UE Member first becomes aware of a **ProResponse Event** during the **Benefit Period**.
- C.** The UE Member must notify **us** in writing as soon as possible after becoming aware of a **ProResponse Event** and in no event later than 10 days following the **ProResponse Event**. The UE Member must provide particulars sufficient to identify the person(s) or organization(s) involved in the **ProResponse Event** and such reasonably detailed information as we may request.
- D.** UE payments for **ProResponse Costs** terminate at the earlier of:
 1. the point when UE determines that all feasible steps have been taken to resolve or address the **ProResponse Event**, or
 2. the exhaustion of the aggregate **ProResponse Limit** or, with respect to an individual **ProResponse Event**, the exhaustion of the applicable sublimit during a **Benefit Period**.
- E.** **ProResponse Event** does not include:
 1. any matter, fact or circumstance that occurred when the UE Member was not covered by both a General Liability Policy and an Educators Legal Liability Policy issued by us; or
 2. any Claim previously reported to us under any United Educators Policy.
- F.** **ProResponse Costs** do not include and this benefit does not pay for:
 1. any other legal fees, costs, or damages;

2. any retainer fee;
 3. the costs of notifying individuals who are the subject of the loss or theft of a natural person's identity information;
 4. any salaries or expenses of the UE Member's staff; or
 5. any contracted services paid for prior to the ProResponse Event.
- G.** The use of a **ProResponse Provider** by the UE Member or any payment made by us under this benefit does not constitute an indication of coverage under any United Educators insurance policy.

Buffer Excess Liability

University of Oregon

D77-94G

07/01/2019 to 07/01/2020



Policy No. D77-94G

NOTICE

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

**BUFFER EXCESS LIABILITY INSURANCE POLICY
DECLARATIONS**

- Item 1. **Educational Organization:** University of Oregon
Address: Office of Risk Management
1260 University of Oregon
Eugene, OR 97403-1260
- Item 2. **Limit of Liability:**
(a) \$500,000 Each **Occurrence**
(b) \$2,000,000 Aggregate Limit
- Item 3. (a) **Policy Period:** 07/01/2019 to 07/01/2020
(b) **Inception Date:** 07/01/2012
at 12:01 A.M. at the address stated in Item 1 above
- Item 4. **Underlying Limit Retention:** \$500,000
- Item 5. **Premium:** \$149,014
Risk Management Premium Credit (RMPC): (\$8,941)
Premium Due: \$140,073
Premium Tax: \$0
Total: \$140,073
- Item 6. **EBL Date of First Coverage:** July 01, 2015
- Item 7. Representative of **Educational Organization:** Flo Hoskinson

Item 8. Applicable Initial Endorsements:

Buffer Liability attached Endorsements

Endorsement	Total	Description
BLX509C	1	BLX - Incidental Medical Services (Employed or Contracted Physicians)
BLX516I	1	BLX - Additional Insured
BLX559X	1	BLX - Amended Governing Law and Interpretation
BLX576G	1	BLX - Policy Correction Endorsement (Corrected Definition)
BLX622F	1	BLX - Amended Definition of Occurrence
BLX623G	1	BLX - Amended Renewal Provisions
BLX624N	1	BLX - UE Change of Address
BLX651C	1	Limited UAV Coverage
BLX652C	1	Seamless Coverage Endorsement (BLX with UE ELL)
BLX679C	1	Sexual Abuse Coverage

Item 9. Applicable Forms and Initial Schedules:

Form: BLX 06-2008

Schedule(s): BLX - Schedule A

BROKER COMMISSION DISCLOSURE

As a member owned company, United Educators believes it is important to provide its policyholders, whose brokers receive compensation through commissions paid by United Educators, with the amount of those commissions:

Item 10. Broker Commission: \$0
Broker commission in Item 10., if any is included in Item 5., Premium.

This insurance is subject to the provisions, stipulations, conditions and exclusions contained in the policy form as well as other provisions, stipulations, conditions and exclusions as may be endorsed or added thereto (collectively hereinafter referred to as the "Policy").

Issued by: United Educators Insurance, a Reciprocal Risk Retention Group


Authorized Representative

SCHEDULE A**INCLUDED ENTITIES****Subsidiary and Affiliated Entities of the Educational Organization**

None Scheduled

**INCIDENTAL MEDICAL SERVICES
(Employed or Contracted Physicians)**

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that

1. Paragraph 11.e. this Policy notwithstanding, coverage is extended to the liability of the **Educational Organization** and its employed **Insureds** for an **Occurrence** arising out of rendering or failing to render **Professional Services** by medical doctors or dentists employed or contracted by the **Educational Organization** to perform those services at
 - a. a dispensary, infirmary, clinic, athletic facility, or similar facility maintained by the **Included Entity** principally for use by the **Included Entity's** employees or students, or
 - b. at other locations that are not medical facilities in the event of a medical emergency, for which a **Claim** is first made against any **Insured** during the **Policy Period** for an **Occurrence** on or after 07/01/2015.
2. This limited coverage extension does not extend to liability
 - a. assumed by an Insured in any contract or agreement other than liability that the **Insured** would have in the absence of the contract or agreement or
 - b. of any person or entity other than an **Insured**.
3. The extension of coverage provided by this endorsement does not apply to any **Claim** under any prior policy issued by **us**.
4. This policy is specifically excess of and will not share in the limits of any applicable medical professional liability or medical malpractice policy under which any insured is also an **Insured** under this Policy. If such insurance is written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance.

All other Policy provisions remain the same.


Authorized Representative

ADDITIONAL INSURED

In consideration of the premium charged, **we** agree with the **Educational Organization** that, subject always to all other provisions of this Policy,

University of Oregon Alumni Association

is an additional **Insured** but only with respect to **Occurrences** arising out of operations and functions for or on behalf of an **Included Entity**.

All other Policy provisions remain the same.


Authorized Representative

AMENDED GOVERNING LAW AND INTERPRETATION

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that Paragraph 17. of this Policy is amended to read:

17. This Policy shall be governed by and construed in accordance with the internal laws of the State of Oregon, except insofar as such laws may prohibit payment in respect of punitive damages; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

All other Policy provisions remain the same.


Authorized Representative

**POLICY CORRECTION ENDORSEMENT
(Corrected Definition)**

In consideration of the premium charged and subject to all other provisions of this Policy, the following correction is amended to this policy:

In Paragraph 2, subsection c. of the definition of **Insured**, the clause “as described in clause a. or b. above...” is corrected to read “as described in clause b. or c. above...”

No change in coverage is intended

All other Policy provisions remain the same.


Authorized Representative

AMENDED DEFINITION OF OCCURRENCE

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The Definition of **Occurrence** in Paragraph 2. of this Policy is amended to read:

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

The use of reasonable force to protect persons or property shall be deemed "neither expected nor intended" within the meaning of a. above.

Breach of contract is not an **Occurrence**.

All **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** attributable directly or indirectly to the same accident, event, cause, defect or hazard, or failure to warn of such, or to the same or similar conditions, shall be deemed to constitute one single **Occurrence**, irrespective of the time period or area over which alleged or actual injuries or damages arise; the number of alleged or actual injuries or damages sustained; the number of persons who sustain alleged or actual injuries or damages; or the number of **Claims** made against one or more **Insureds**.

In addition to the above, for all **Occurrences** related to or arising out of:

- i. **Sexual Molestation**

Any incidents related or connected to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse shall be deemed to constitute one **Occurrence** for each perpetrator, irrespective of the time period or area over which alleged or actual incidents or injuries arise, the number of alleged or actual incidents, injuries or damages, the number of persons who sustain alleged or actual injuries or damages, or the number of **Claims** made against one or more **Insureds**.

- ii. **Included Entity's Products**

Any alleged or actual injuries or damages that are directly or indirectly attributable to the design, formulation, manufacture, distribution, use, operation, maintenance or repair of an **Included Entity's Products** or the failure to warn as to its use, operation or maintenance shall be deemed to constitute one single **Occurrence**, irrespective of the time period or area over which alleged or actual injuries or damages arise; the number of such alleged or actual injuries or damages sustained; the number of persons who sustain alleged or actual injuries or damages; or the number of **Claims** made against one or more **Insureds**.

- iii. **Athletic Traumatic Brain Injury**

The following circumstances listed below which in any way cause, result in, and/or are related or connected to **Athletic Traumatic Brain Injury**, including any related **Medical Services**, shall collectively be grouped together and deemed to constitute one single **Occurrence**, irrespective of the time period or area over which alleged or actual injuries or damages arise, the number of such alleged or actual injuries or damages sustained, the number of persons

- who sustain alleged or actual injuries or damage, or the number of **Claims** made against one or more **Insureds**:
- (1) any and all related accidents during the **Policy Period**;
 - (2) the continuous, intermittent or repeated exposures to the same or similar conditions that commence during the **Policy Period**; or
 - (3) formal or informal policies, practices, procedures or courses of conduct that commence during the **Policy Period**.
2. The following definitions are added to this Policy:
- Bodily Injury** is amended explicitly to include **Traumatic Brain Injury**.
- Traumatic Brain Injury** means any of the following:
- a. a concussion or sub-concussive brain injury or brain trauma;
 - b. a reaction by the brain to a bump, blow or jolt to the head or body that is transmitted to the head; or
 - c. any brain injury or brain trauma which results, either immediately or later in time, in changes in behavior, thinking, and/or physical or cognitive functioning.
- Athletic Traumatic Brain Injury** means any **Traumatic Brain Injury** to an **Athletic Participant** in connection with, arising out of, relating to or attributable to any tryout, conditioning, practice, preparation, scrimmage, exhibition or game which is related to the **Included Entity's** organized athletic programs.
- Athletic Participant** means an individual who takes part or who took part with the expressed or implied consent of an **Included Entity** in any tryout, conditioning, practice, preparation, scrimmage, exhibition or game which is related to the **Included Entity's** organized athletic programs.
- Medical Services** means any acts that may be legally performed only by a physician, nurse or other licensed medical professional performed within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.
3. In the event that, prior to the beginning of the **Policy Period**, an **Athletic Participant** suffered an **Athletic Traumatic Brain Injury**, our liability under this **Policy** with respect to **Athletic Traumatic Brain Injury** suffered by that **Athletic Participant** shall be reduced by the amount **we** are obligated to pay or have already paid under any other primary or buffer excess ("BLX") general liability policy issued by **us**.

All other Policy provisions remain the same.


Authorized Representative

AMENDED RENEWAL PROVISIONS

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. Paragraph 16. of this Policy is amended to read:

16. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least **60** days before the end of the **Policy Period**.

- a. In the event that **we** learn of a change in the insurability of the risk that **we** deem material within 60 days or less before the end of this Policy and **we** are not then willing to renew at the current standard terms and conditions, **we** will notify the **Educational Organization** of this determination as soon as practicable, and **we** will also advise the **Educational Organization** whether **we** are willing to renew on different terms and conditions before the end of this **Policy Period**.
- b. Under such circumstances, **we** may but are not required to offer the **Educational Organization** the opportunity to purchase a 60-day extension to the expiring Policy. Although this accommodation by **us** would be meant to give the **Educational Organization** that purchases a 60-day extension additional time to make decisions, this extension of the **Policy Period** shall under no circumstances create any additional Policy limits or increase the **Limits of Liability** available to the **Insureds**.

If offered by **us**, the **Educational Organization** may exercise this option by electing in writing before the end of the current **Policy Period** to pay to **us** an additional prorated portion of the current Policy's premium. Payment of the additional premium must be made no later than 10 days following the end of the original **Policy Period**.

2. Paragraph 29. of this Policy is amended to read:

UNINTENDED ERRORS OR OMISSIONS

29. Unless information is subject to a specific supplementary warranty application required by **us**, the failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance, provided such failure or omission is not intentional.

All other Policy provisions remain the same.


Authorized Representative

UE CHANGE OF ADDRESS

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

Paragraph 13. of this Policy is amended to read:

13. Notice to the Company shall be in writing delivered to **us** at 7700 Wisconsin Avenue, Suite 500, Bethesda, MD 20814-3556, Fax (301) 907-0303 or at newclaims@ue.org or through www.ue.org.
If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

All other Policy provisions remain the same.


Authorized Representative

LIMITED UAV COVERAGE

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The following Definition is added to this Policy:

Unmanned Aerial Vehicle means a powered unmanned (and not capable of carrying a human operator) aerial vehicle that uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, and which contains or carries no explosive or weapon.

Unmanned Aerial Vehicle does not include any rocket or missile.

2. Exclusion 11.i. of this Policy does not apply to:
 - a. the liability of an **Included Entity** arising from an **Unmanned Aerial Vehicle** that is not owned by, leased to, or operated by any **Insured**; or
 - b. the liability of an **Included Entity** and its employed, volunteer and student **Insureds** arising out of an **Unmanned Aerial Vehicle** which has a flight weight of 55 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used by or on behalf of an **Insured** for purposes other than research or education, however, this **Exception** does not apply to:
 - (i) use for which an **Insured** is compensated by any party other than an **Included Entity**;
 - (ii) any liability of others assumed by an **Insured** in any contract or agreement, except for liability that the **Insured** would have in the absence of the contract or agreement
 - (iii) any additional **Insured**, the provisions of Paragraph e. of the Definition of **Insured** notwithstanding.
3. Unless required to be primary by contract with an **Included Entity**, the coverage provided by this Endorsement is at all times excess over other available coverage, including specifically any liability coverage provided by any owner or lessor of any **Unmanned Aerial Vehicle**.

All other Policy provisions remain the same.


Authorized Representative

**SEAMLESS COVERAGE ENDORSEMENT
(BLX with UE ELL)**

In consideration of the premium charged, and always subject to all other provisions of the respective policies to which this Endorsement applies except where specifically modified by this Endorsement, **we** agree with the **Educational Organization** that:

1. This Endorsement amends certain provisions of the *Buffer Excess Liability Policy* (BLX) issued by **us** to the **Educational Organization**. These changes affect the handling of Claims when elements of a **Claim** are also covered by an *Educators Legal Liability Policy* (ELL), and broaden the available coverage when both policies are issued by UE.
2. **We** have incorporated for your reference related changes to the *Educators Legal Liability Policy* (ELL) which affect the application of coverage.
3. If the **Educational Organization** is covered only by an ELL Policy or a GL Policy issued by **us**, but not both Policies at the time of the applicable **Occurrence** and **Claim**, then this Endorsement is no longer valid.

APPLICATION OF COVERAGE WHEN BOTH POLICIES APPLY TO A CLAIM

When a **Claim** covered by this Policy is also covered by an Educators Legal Liability Policy (ELL) issued by **us**, the following apply:

4. Only one Self-Insured Retention (SIR) /**Underlying Limit Retention (ULR)** will apply, which will be the lower applicable Self-Insured Retention or **Underlying Limit Retention**.
5. The Defense and Settlement provisions of the policy with the lower applicable SIR or **ULR** will apply to that **Claim** under both policies. In the event that the respective Self-Insured Retentions/**ULR** are the same, the Defense and Settlement Provisions of the BLX Policy will apply to that **Claim** under both policies.
6. With respect only to the BLX and ELL policies issued by **us**, the Other Insurance clauses of the respective BLX and ELL policies are replaced by the following: "**We** and the **Insureds** agree to use our best efforts in good faith to reach a fair and equitable allocation of **Damages** and **Defense Costs** between elements of a **Claim** that may be covered by either Policy."
7. The Limit of Liability of each Policy applies separately to the covered elements of that **Claim**.
8. As used in this Endorsement, **Claim** and Self-Insured Retention shall have the same meaning as in the ELL Policy issued by **us**.

**ADDITIONAL COVERAGE – BLX
POLICE AND SECURITY COVERAGE****DEFINITIONS**

9. The Definition of **Occurrence**, whether or not amended by other Endorsements, is amended to add:

Bodily Injury, Property Damage and Personal Injury resulting from a **Police or Security Wrongful Act** during the **Policy Period**.

Paragraphs a. and b. of the Definition of **Occurrence** shall not apply to any **Police or Security Wrongful Act**.

10. The Definition of **Personal Injury** of this Policy is amended by adding the following paragraph:

- g. violation of property rights; false, improper or erroneous service of legal process; violation of, or wrongful interference with, civil rights; or discrimination; but only if such offense was caused by a **Police or Security Wrongful Act**.

11. The Definition of **Pollutant** is amended to add the following sentence:

Pollutant does not mean any Mace, pepper spray, tear gas or similar substance discharged as a result of a **Police or Security Wrongful Act**.

12. The following Definition is added to the Policy:

Police or Security Wrongful Act means any actual or alleged act, error, omission or neglect, or breach of duty including the use of excessive or unreasonable force by police or campus security officers, but only while acting within the scope of their duties as assigned by the **Educational Organization**.

EXCLUSIONS

13. Exclusion 11.c.(1) of this Policy does not apply to **Personal Injury** arising out of **Police or Security Wrongful Acts**.

14. Exclusion 11.g.(ii) of this Policy does not apply to **Defense Costs** incurred prior to any final adjudication or settlement of a **Claim** against any person who engaged in actual or alleged physical assault arising out of a **Police or Security Wrongful Act**.

15. In addition to the Exclusions listed in Paragraph 11. of this Policy or endorsed to this Policy, this Policy does not apply to:

- a. any criminal proceeding;
- b. any liability related to or arising out of any deliberate dishonest, fraudulent, criminal or malicious **Police or Security Wrongful Act** committed at the direction or with the consent of a **Reporting Officer** or head of public safety or campus security;
Exception: This Exclusion b. does not apply to **Defense Costs** incurred prior to any final adjudication or settlement of a **Claim**;
- c. the individual liability of any police or campus security officer who committed a deliberate dishonest, fraudulent, criminal or malicious act, or breach of duty, including any willful violation of any law, statute, ordinance, rule or regulation;
Exception: This Exclusion c. does not apply to **Defense Costs** incurred prior to any final adjudication or settlement of a **Claim**;
- d. any **Police or Security Wrongful Acts** related to or arising out of any act or service for which an individual **Insured** is compensated by any party other than an **Included Entity**; or
- e. any liability for a **Police or Security Wrongful Act** assumed by any **Insured** in any contract or indemnification agreement other than liability that the **Insured** would have in the absence of such assumption or agreement,

Exception: Subject to all other terms and conditions of this Policy, including those of this Endorsement, this Exclusion does not apply to the liability of an **Insured** arising out of its legally authorized participation in a mutual aid agreement between an **Included Entity** and a governmental agency or another educational institution.

NOTICE OF OCCURRENCE OR CLAIM

16. Paragraph 12.(b) of this Policy is amended to include any allegations of a **Police or Security Wrongful Act**.

CHANGES TO THE ELL POLICY (Incorporated for reference only)

17. Coverage is extended to include **Loss** from mental anguish or emotional distress suffered by a student, unless covered by the GL Policy.

CONFLICT WITH PREVIOUS VERSIONS

18. In the event that there is a conflict between the provisions of this Endorsement and any previous version, the provisions of this Endorsement shall prevail.

All other Policy provisions remain the same.


Authorized Representative

SEXUAL ABUSE COVERAGE

In consideration of the premium charged, and subject always to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The Definition of **Sexual Molestation** and all references thereto is deleted from this Policy and replaced by the Definition of **Sexual Abuse**.
2. Paragraph 2. of this Policy is amended to add the following Definitions:

Child Molestation means any actual or alleged illegal or otherwise wrongful sexual conduct with a minor.

Serial Sexual Misconduct means any actual or alleged illegal or otherwise wrongful sexual conduct:

- a. with more than one victim; and
- b. committed by or alleged to have been committed by any perpetrator who is not a student of an **Included Entity**.

Sexual Abuse means:

- a. any **Child Molestation**; or
- b. any **Serial Sexual Misconduct**.

3. The Definition of **Reporting Officer** of this Policy is amended to read:

Reporting Officer means a position equivalent to any of the below of the **Educational Organization**:

- a. President, Chancellor or Head of School;
- b. Provost or Chief Academic Officer;
- c. VP of Finance, Chief Financial Officer, VP of Administration, or Chief Business Officer;
- d. VP of Legal Affairs or General Counsel;
- e. VP of Student Affairs;
- f. Title IX Coordinator;
- g. Athletic Director; or
- h. Director of any dispensary, clinic, infirmary, student health center, athletic facility, or similar facility, maintained by an **Included Entity** to provide medical, athletic training, psychological or mental health counseling services principally for use by the **Included Entity's** employees or students.

4. Exclusion 11.g. of this Policy is amended to read:

- g. any liability:
 - (1) related to or arising out of **Child Molestation** when known to a **Reporting Officer** who did not engage in **Child Molestation** but failed to report it to law enforcement, child protective services or any equivalent state agency;
 - (2) related to or arising out of **Serial Sexual Misconduct**, if the **Educational Organization** fails to follow its internal policies for investigation and response after any **Reporting Officer**, who did not engage in **Serial Sexual Misconduct**, had actual knowledge of the **Serial Sexual Misconduct**;
 - (3) of any person who engaged in **Sexual Abuse** or sexual assault; or
 - (4) of any person who knew about **Child Molestation**, but failed to report it to law enforcement, child protective services or any equivalent state agency;

Exception: For Exclusions (3) and (4) above, if after a final civil adjudication, it is determined that an accused person did not engage in or fail to report **Sexual Abuse** or sexual assault, **we** will reimburse **Defense Costs** associated with that civil defense.

5. Paragraph 12.(b)(8) of this Policy is amended to read:

(8) **Sexual Abuse**, sexual assault or rape;

6. Solely with respect to **Personal Injury** liability from the reporting of **Sexual Abuse**, and subject always to the **Limit of Liability** of this Policy, **we** will pay reasonable **Defense Costs** incurred in the defense of any **Insured** natural person who in good faith reported **Sexual Abuse**.

7. This Policy does not apply to any liability of any person who engaged in physical assault, abuse or corporal punishment or who knew about any of these acts, and failed to report it to proper authorities when under a legal duty to do so;

Exception: if after a final civil adjudication, it is determined that an accused person did not engage in or fail to report physical assault, abuse or corporal punishment, **we** will reimburse **Defense Costs** associated with that civil defense.

All other Policy provisions remain the same.


Authorized Representative

**United Educators Insurance, a Reciprocal Risk Retention Group
Buffer Excess Liability Policy
Occurrence Form**

THIS IS AN **OCCURRENCE** POLICY EXCEPT THAT THE LIMITED EXTENSION OF COVERAGE FOR PROFESSIONAL SERVICES IN PARAGRAPH 11.e. IS PROVIDED ON A "CLAIMS MADE" BASIS.

(The words "**we**," "**us**," and "**our**," when used in this Policy, refer to United Educators Insurance, a Reciprocal Risk Retention Group, the "Company" issuing this Policy of insurance).

In consideration of the payment of the premium, in reliance on the information furnished to **us** in the application and attachments thereto, and subject to the **Limit of Liability**, exclusions, definitions, conditions and other terms of this Policy, **we** agree with the **Educational Organization** that:

INSURING AGREEMENT

1. **We** will pay on behalf of the **Insureds** that portion of the **Ultimate Net Loss** which is in excess of the **Underlying Limit Retention** amount up to the **Limit of Liability** of the Policy resulting from an **Occurrence** anywhere to which this insurance applies. This Policy applies excess of any **Underlying Insurance**.

DEFINITIONS

2. This Policy is subject to the following definitions:

Advertising Injury means injury resulting from

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

in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services.

Automobile means a land motor vehicle designed and registered for use on public roads including any attached trailer or equipment. **Automobile** does not mean or include

- a. solar or battery-powered experimental motor vehicles developed in conjunction with an educational program of the **Educational Organization** wherever operated including preparing or practicing for, or participating in, any competition or time trial with other educational organizations; or
- b. motorized land vehicles or equipment principally designed for use off public roads or on an **Included Entity's** property that are neither registered as a motor vehicle nor insured under an automobile liability insurance policy, including tractors, mowers, snow-blowers, grading equipment, farm equipment, forklifts, backhoes, all-terrain vehicles, bulldozers and similar equipment.

Bodily Injury means physical injury, sickness, disease, death, or emotional distress sustained by a person and includes mental injury and shock.

Claim means a demand for **Damages**.

Clerical or Administrative Error means an unintended error or omission in the administration of a **Covered Benefit Plan**, including enrolling or failing to enroll employees; keeping records; interpreting rules, regulations, policies and procedures; and giving advice to employees.

Covered Benefit Plan means any employee benefit plan that is operated by the **Educational Organization** for the benefit of employees of an **Included Entity** and that

- (i) provides health, medical, accident, death or disability benefits provided by, and funded by regular premium payments to, a licensed commercial insurance company, health maintenance organization or preferred provider organization that is not related to, managed by, affiliated with or under the control of any **Insured**; or
- (ii) provides retirement benefits in a qualified 403(b) plan provided by, and funded by periodic payments to, a licensed commercial insurance company (such as TIAA) or a regulated investment company or mutual fund, which company or fund is not related to, managed by, affiliated with or under the control of any **Insured**.

Damages means the amounts that an **Insured** becomes legally obligated to pay as compensation to an injured party. **Damages** includes punitive or exemplary damages, where lawfully insurable, and **Defense Costs**. But **Damages** does not include:

- a. taxes, fines, or criminal penalties;
- b. the cost of compliance with injunctive or equitable relief; or
- c. any matters uninsurable under the law pursuant to which this Policy shall be construed.

Defense Costs means the fees and expenses of investigation and defense of **Claims**, and the costs of appeal or similar bonds for amounts up to the **Limit of Liability**, and includes reasonable attorneys' fees and disbursements; but **Defense Costs** does not include the wages or salary of any employee of any **Insured**, any amounts paid by an underlying insurer pursuant to its duty to defend an **Insured** or any fees or expenses of the Claims Administrator pursuant to Paragraph 8 of this Policy.

EBL Date of First Coverage means the date specified at 12:01 a.m. at the address of the **Educational Organization** stated in Item 6. of the Declarations.

Educational Organization means the entity named as such in Item 1 of the Declarations.

Extended Discovery Period means the extended period of time, if granted, for reporting **Claims**, during the 36-month period after the end of the **Policy Period** but only for an **Occurrence** taking place within the **Policy Period**.

First Aid means any uncompensated emergency care or treatment given to an ill or injured person at the scene of an accident before a licensed medical professional can provide regular medical aid. However, **First Aid** shall not mean services provided by an individual (i) in the course of his/her employment as, or training for, a physician, nurse, or other licensed medical professional; or (ii) in the course of volunteer work as a physician, nurse, or other licensed medical professional.

Inception Date means the date and time stated in Item 3.(b) of the Declarations.

Included Entity means:

- a. the **Educational Organization**;
- b. any not-for-profit organization or entity over which the governing body of the **Educational Organization** exerts effective control and that is named in, and whose accounts are included with or consolidated into, the financial statements submitted to us most recently by the **Educational Organization** prior to the rating of the premium for the **Policy Period**; however, no entity or affiliate or subsidiary of any entity that has not qualified as a not-for-profit entity under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;
- c. any entity listed on Schedule A of this Policy; and
- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
 - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the

- Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
- (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by **us** and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

Insured means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
 - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- d. any person legally responsible for the use of an **Automobile** owned, rented, leased, borrowed, hired or used by an **Included Entity** with its express permission; but **Insured** under this Paragraph d. does not include:
 - (1) any person or organization's (other than an **Included Entity's**) agent or employee, operating an **Automobile** repair shop, public garage, sales agency, service station, or public parking place, with respect to any **Occurrence** arising out of the operation thereof; or
 - (2) the owner or any permissive user of the owner of an **Automobile** that is not owned by an **Included Entity**; however, at the request of the **Educational Organization**, we will deem as an **Insured**

- (i) an employee of an **Included Entity** for liability arising out of the use of his or her personal **Automobile** in the business of that **Included Entity** on behalf of and with the express permission of that **Included Entity**; or
 - (ii) any person who rents or leases **Automobiles** on behalf of and with the express permission of the **Included Entity**, but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity**;
- e. except with respect to the use or operation of an **Automobile**, any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than commercial insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to an covered **Occurrence**; and
- f. **Automobile** dealerships and leasing corporations that own **Automobiles** which are leased or loaned to an **Included Entity** but only for liability arising out of the activities of the **Included Entity's** employees.

Limit of Liability means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period** as stated in Items 2(a) and (b) of the Declarations.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

All **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** attributable directly or indirectly to the same accident, event, conditions, cause, defect or hazard, or failure to warn of such, shall be considered as one **Occurrence** irrespective of the time period or area over which injury or damage arises or the number of injuries, damages or **Claims** made against any **Insureds**.

However, any incidents related to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse, irrespective of the number of incidents or injuries or the time period or area over which incidents or injuries occur, shall be treated as a one **Occurrence** for each perpetrator.

Any injuries or damages that are directly or indirectly attributable to the design, formulation, manufacture, distribution, use, operation, maintenance or repair of an **Included Entity's Products** or the failure to warn as to its use, operation or maintenance shall be treated as one **Occurrence**

irrespective of the time period or area over which the injuries or damages occur or the number of such injuries or damages.

The use of reasonable force to protect persons or property shall be deemed "neither expected nor intended" within the meaning of a. above.

Breach of contract is not an **Occurrence**.

Officer means any corporate officer of an **Included Entity** whether or not an employee; and any president, chancellor, provost, treasurer, vice president, dean or other comparable senior administrator of any **Included Entity**.

Personal Injury means injury resulting from

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. wrongful entry into, or eviction of a person from, a room, dwelling or premises a person occupies;
- d. oral, written, video or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or violates a person's right of privacy (other than in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services);
- e. sexual harassment; or
- f. **Clerical or Administrative Error**.

Policy Period means the period from the first date and hour stated in Item 3 of the Declarations until the earlier of the last date and hour stated in Item 3 of the Declarations or the date and hour of cancellation of this Policy.

Pollutant means any solid, liquid, gaseous or thermal irritant, contaminant, toxic or hazardous substance or any substance which may, does, or is alleged to affect adversely the environment, property, persons or animals, including any Select Agents (as defined by the United States Department of Health and Human Services and the United States Department of Agriculture), fungi, spores, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Fungi includes, but is not limited to, any form or type of mold, mushroom, or mildew. Spores includes any reproductive body produced by or arising out of fungi. Waste includes materials to be recycled, reconditioned or reclaimed. However, no virus or bacteria is a **Pollutant** unless such virus or bacteria qualifies as a Select Agent and is used, stored, or maintained by an **Included Entity** for research purposes.

Professional Services means acts that may be legally performed only by a person holding a professional license, regardless of whether the person is licensed or not; or any services for which an **Insured** natural person is compensated by any party other than an **Included Entity**. However, the application of **First Aid** shall not be considered **Professional Services**.

Property Damage means physical injury to or destruction of tangible property of others including loss of use if the loss of use results from the physical injury or destruction of the property, loss of use of tangible property of others that has not been physically injured or destroyed, and consequential damage or evacuation loss from actual or threatened physical injury or destruction of tangible property.

Reporting Officer means a position equivalent to any of the below of the **Educational Organization**:

- a. President, Chancellor or Head of School;
- b. Provost or Chief Academic Officer;
- c. VP of Finance, Chief Financial Officer, VP of Administration, or Chief Business Officer;
- d. VP of Legal Affairs or General Counsel; or
- e. VP of Student Affairs.

Sexual Molestation means any actual or alleged illegal or otherwise wrongful sexual conduct with a minor.

Ultimate Net Loss means the total sum that the **Insured** shall be obligated to pay in respect of any one **Occurrence** for **Damages**.

Underlying Insurance means formal or informal instruments or risk transfer mechanisms including trusts or captives; or risk transfer mechanisms that name the **Insured** as "additional insured."

Underlying Limit Retention means the amount stated in Item 4. of the Declarations. This amount applies separately and always to each **Occurrence** covered by this Policy whether or not **Underlying Insurance** is available to the **Insured** to cover the **Underlying Limit Retention** amount. The **Underlying Limit Retention** amount shall be satisfied with respect to an **Occurrence** when the amount stated in Item 4. of the Declarations is exceeded by

- a. **Damages** other than **Defense Costs**, when **Defense Costs** are outside the liability limits of the **Underlying Insurance**; or
- b. **Damages**, if **Defense Costs** are within the liability limits of **Underlying Insurance** or if no **Underlying Insurance** applies to that **Occurrence**.

Watercraft means any ship or vessel intended to be operated on or beneath the water whether or not self-propelled.

Wrongful Employment Practices means wrongful acts against or wrongful treatment of an employee, former employee or applicant for employment by an **Included Entity** in its capacity as employer or by any person for whose conduct or misconduct the **Included Entity** is liable, including wrongful failure to hire, retain or promote; wrongful discrimination in the terms or conditions of employment, including sexual harassment; wrongful demotion, termination of employment, or discipline; failure to grant due process; the granting or removal of tenure; defamation or retaliation.

LIMIT OF LIABILITY

3. Regardless of the number of **Insureds** under this Policy, parties who sustain injury or damage, **Claims** made or suits brought on account of one or more **Occurrences**, the number of such injuries or damages, or the period of time over which injuries or damages occur, the amounts stated in Item 2 of the Declarations for "each **Occurrence**" and for "Aggregate Limit-All **Occurrences**" are the total amounts **we** will pay for all **Damages**, respectively, for any single **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**.
4. **We** shall have no further obligation after the applicable **Limit of Liability** has been exhausted by payment of **Damages** and **Defense Costs**.

DEFENSE AND SETTLEMENT

5. **We** will pay **Damages** on behalf of an **Insured** as soon as practicable after
 - a. the **Insured's** liability has been established by judgment after actual trial or by written agreement to which **we** have consented; and
 - b. it has been determined that the **Ultimate Net Loss** as a result of the **Occurrence** in question exceeds the **Underlying Limit Retention** amount.
6. a. **We** have no duty to defend any **Insured** and **we** shall not be called upon to assume charge of the investigation, settlement or defense of any suit brought or legal proceedings instituted against any **Insured**, but **we** shall have the right and be given the opportunity;
 - (1) to approve in advance counsel selected by an **Insured** (which **we** will not unreasonably withhold or delay) and to require the **Insured** to revoke that counsel's appointment; and

- (2) to be associated at **our** own expense with the **Insured** or the **Insured's** underlying insurers, or both, in the defense and control of **Claims**, or the trial of any suits or other legal proceedings, relative to any **Occurrence** that, in **our** opinion, may create liability for **us** under the terms of this Policy, in which event the **Insured** shall cooperate with **us** in all things in the defense of that **Claim**; or
 - (3) at **our** sole option, to take over the defense of any **Claim**.
 - b. For any **Occurrence** or **Claim** reported to **us** according to Paragraph 12 of this Policy, the **Insureds** must cooperate with **us** and with any claims administrator **we** designate in the investigation, defense or settlement of **Claims**.
- 7. The **Educational Organization**, with **our** prior approval, shall engage an independent Claims Administrator to investigate accidents, incidents and **Occurrences**, to pay **Claims**, and to set reserves on open **Claims**. The expense of the Claims Administrator shall be borne by the **Educational Organization** uninsured and shall not be included in the **Defense Costs** or count toward the **Underlying Limit Retention** amount applicable to each **Occurrence**.
- 8. The **Insureds** shall immediately notify **us** of any settlement demand, and no settlement offer shall be made or settlement agreed to by an **Insured** without **our** prior consent (which **we** will not unreasonably withhold or delay), other than a settlement for which no payment for **Damages** is sought by the **Insureds** under this Policy.
- 9. If the **Insureds** shall refuse to consent to a reasonable settlement **we** recommend that is acceptable to the claimant and if the **Insureds** shall elect thereafter to contest any **Claim** or continue any legal proceedings in connection with that **Claim**, then **our** liability for **Damages** in respect of that **Claim** shall not exceed the amount for which it could have been settled including **Defense Costs** incurred up to the date of such refusal.
- 10. In the event the **Insured** or the **Insured's** underlying insurers elect not to appeal a judgment in excess of the **Underlying Limit Retention** amount, **we** may appeal (including disbursements and interest on judgments incidental to the appeal), but in no event shall **our** liability exceed the **Limit of Liability** of this Policy including the cost of such appeal.

EXCLUSIONS

- 11. This Policy does not apply to:
 - a. any obligation for which any **Insured** or any company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or the Longshoremen's and Harbor Workers' Compensation Act, or any similar law;
 - b. **Wrongful Employment Practices**;
 - c. **Personal Injury** or **Advertising Injury**
 - (1) resulting from an act by or at the direction of any **Insured** if performed with the knowledge that such act would cause injury; or
 - (2) arising out of the oral or written publication of material
 - (i) first published prior to the beginning of the **Policy Period**; or
 - (ii) by or at the direction of the **Insured** with knowledge of its falsity

Exception: Item (2)(i) of this Exclusion does not apply to any **Clerical or Administrative Error**;
 - d. **Advertising Injury** arising out of
 - (1) breach of contract;
 - (2) the failure of goods, products or services to conform to advertised quality or performance; or
 - (3) incorrect description or mistake in advertised price

Exception: Item (1) of this exclusion does not apply to misappropriation of advertising ideas under an implied contract;
 - e. any liability arising out of rendering or failure to render any **Professional Services**;

Exception: This exclusion shall not apply to

1. the liability of an **Insured** caused by a student intern while participating in any paid and supervised practicum, field work experience, or internship program; however, this Exception shall not apply to internships that may be legally performed only by a person holding a professional license, regardless of whether the student is licensed or not; or
2. the liability of the **Educational Organization** and its employed **Insureds** from **Claims** first made against any **Insured** during the **Policy Period** for an **Occurrence** on or after the **Inception Date** arising out of rendering or failure to render any health care services by a person who is employed or contracted by the **Educational Organization** as a registered nurse, licensed practical nurse, licensed or certified athletic trainer, counselor, psychologist, physician's assistant, nurse practitioner or other allied health personnel, other than a physician or dentist, but only if the services are provided at
 - (i) a dispensary, clinic, infirmary, student health center, athletic facility, or other similar facility maintained by the **Included Entity** principally for use by the **Included Entity's** employees or students, or
 - (ii) other incidental locations that are not medical facilities in the event of a medical emergency; and
 - (iii) the coverage afforded by this Exception to this Exclusion 11.e. does not extend to liability assumed by any **Insured** in any contract or agreement except for liability that the **Insured** would have in the absence of the contract or agreement;
- f. any **Property Damage** to property owned, occupied or rented by, or within the care, custody or control of, any **Insured**;
- g. (i) any liability related to or arising out of **Sexual Molestation** when known to a **Reporting Officer** who did not engage in **Sexual Molestation** but failed to report it to proper authorities when under a legal duty to do so; or, (ii) any person who engaged in **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment or who knew about any of these acts, and to have failed to report it to proper authorities when under a legal duty to do so, however, if a final civil adjudication determines that the person did not engage in or fail to report **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment, **we** will reimburse **Defense Costs** associated with defense of that person;
- h. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership or operation of any **Watercraft**;
Exception: This exclusion shall not apply to
 - (1) non-submersible **Watercraft** up to 50 feet in length;
 - (2) rowing or sculling shells regardless of length;
 - (3) **Watercraft** listed on Schedule B attached to this Policy;
 - (4) **Watercraft** chartered with crew for a period up to twelve hours on a U.S. Coast Guard-approved and commercially-licensed vessel operated in U.S. waters, but this limited extension of coverage does not apply to any **Claim** relating to liability of others assumed by an **Insured** or any **Claim** by or on behalf of, or against, an owner, operator or crew member of any **Watercraft** or to any relative or estate of such owner, operator or crew member; or
 - (5) loading or unloading of any **Watercraft** or **Watercraft** ashore, if at premises owned, leased, or controlled by an **Included Entity**;
- i. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership, lease, use or operation of any aircraft, including the use of parachutes or parasailing equipment from any aircraft, hang gliding, or any "lighter than air" craft or manned balloon;
Exception: This exclusion does not apply to:
 - (i) the use of non-owned regularly-scheduled commercial airlines by an **Insured**, operating within, originating from, or returning to the United States;
 - (ii) **Model Aircraft**;
 - (iii) a lighter-than-air craft that is an unmanned balloon; or
 - (iv) **Non-Flight Curriculum-Related Instruction**;
- j. any liability directly or indirectly resulting from war, invasion, hostile action of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government or public or local authority;

Exception: This exclusion shall not apply to any events or conditions occurring in the United States of America, its territories or possessions or Canada;

- k. any liability arising out of, related to, or in any way involving asbestos or lead in any form;
- l. any liability arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** into or upon land, the interior of buildings, any enclosed space or any other real estate; into the atmosphere, or into any watercourse or body of water, whether above or below ground or otherwise into the environment; or any direction, demand or request, whether governmental or other, that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;

Exception: Subject always to the conditions in Paragraph (2) below, **we** will not apply this exclusion to

- (1) **Bodily Injury or Property Damage** to the property of others that is solely the result of:
 - (a) fire that breaks out from where it was intended to be including any consequential smoke damage;
 - (b) collision or overturning of an **Automobile**;
 - (c) explosion or lightning;
 - (d) the accidental upset, dropping, falling, breaking, spilling, splashing or rupture of any above-ground container of **Pollutants**;
 - (e) faulty heating or cooling equipment;
 - (f) application of pesticides, herbicides or swimming pool chemicals on or at a premises of an **Included Entity** by its employees who are properly licensed or certified by a federal or state agency to apply those pesticides, herbicides or chemicals; or
 - (g) a single or intermittent above-ground discharge, dispersal, release, or escape of **Pollutants** that commences during the **Policy Period** and ceases within seven (7) days of its commencement;
- (2) The limited coverage provided by the exceptions to this exclusion in Paragraph (1) above is at all times subject to and limited by these conditions:
 - (a) the exceptions only apply if the injury or damage is discovered or becomes known to the **Insured** within fourteen (14) days and reported to **us** in writing within sixty (60) days of the accident, fire, collision or overturning, explosion or lightning, or commencement of any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**; and
 - (b) **we** will not pay any loss, cost or expense of
 - (i) evaluating, testing for, monitoring, cleaning up, removing, controlling, containing, treating, detoxifying and/or neutralizing the discharge, dispersal, release, seepage, migration, growth or escape of any **Pollutant** on property at any time owned, leased or rented by an **Insured** and/or under the control of any **Insured**; or
 - (ii) **Property Damage** to any aquifer or underground watercourse or well, or any **Property Damage** directly or indirectly arising out of underground or underwater operations of any **Insured**; and
 - (c) **our** liability is limited to that portion of **Damages** directly attributable to or caused by an **Insured's** own negligence and **we** will not pay or share in any liability of others resulting from **Pollutants** for which an **Insured** is held jointly and/or severally liable (whether under the Comprehensive Environmental Response Compensation & Liability Act or any other statute or any judgment of any court) for **Bodily Injuries** and/or **Property Damages** caused in fact by parties other than an **Insured**; and
 - (d) any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** shall be deemed to have "commenced" at the time of the first event in any series, chain or combination of related events resulting in any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**, and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepages, migrations, growths or escapes, no matter when occurring, shall be deemed to have "commenced" at the time of that first event; and
 - (e) the burden of proof that any **Occurrence** meets the conditions of coverage in this Paragraph (2) lies with the **Insureds**;

- m. any liability resulting from the hazardous properties of radioactive or nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 and amendments thereto);
Exception: While in all instances applying to nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 any amendments thereto), this exclusion shall not apply to any other radioactive material used by an **Included Entity** for medical or research purposes;
- n. any liability arising out of any diminished value or economic utility of the **Included Entity's Products** or work completed by or on behalf of the **Included Entity** if such diminished value or economic utility resulted from the failure of an **Included Entity's Products** or work completed by or on behalf of the **Included Entity** to meet any warranty or representation as to the level of performance, quality, fitness, or durability, or to perform the function or serve the purpose intended;
- o. any liability arising out of the administration of any employee benefit plan or any violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) or any similar statute, regulation, ordinance, order or edict of any jurisdiction or political subdivision (whether or not in the United States);
Exception: This exclusion shall not apply to **Clerical or Administrative Error** with respect to a **Covered Benefit Plan** that occurs entirely after the **EBL Date of First Coverage** and for which a **Claim** is first made against an **Insured** during the **Policy Period**, and our liability for all **Damages** to which this exception applies arising out of all **Claims** first made during the **Policy Period** is limited to \$1,000,000, which amount is part of and not in addition to the **Limit of Liability** of this Policy; however, this exception shall not apply to any liability arising out of
 - (1) unlawful discrimination;
 - (2) any **Occurrence** that is otherwise covered by this Policy apart from this exception;
 - (3) the failure of any insurer, health maintenance organization, preferred provider organization or third party claims administrator to pay or provide benefits; or
 - (4) the failure of any compensation, investment, stock or savings plan or program to perform as anticipated, projected or represented;or
- p. any emotional distress, mental injury or shock arising from the theft of a natural person's identity information for which an **Included Entity** has a legal obligation to maintain confidentiality.

NOTICE OF OCCURRENCE OR CLAIM

- 12. As a condition precedent to the rights of any **Insured** under this Policy, if a **Claim** reasonably likely to involve this Policy is made against an **Insured** or, except as otherwise provided in Exclusion 11.I.(2)(a), if any employee of the risk management department, or any **Reporting Officer** or legal counsel of any **Included Entity** becomes aware of an:
 - (a) **Occurrence** reasonably likely to involve this Policy, or
 - (b) regardless of the **Insured's** opinion of whether this Policy is likely to be involved, an **Occurrence** or **Claim** involving any of the following:
 - (1) fatality;
 - (2) major paralytic conditions such as paraplegia and quadriplegia;
 - (3) second or third degree burns to 25% or more of the body;
 - (4) amputation, permanent loss of use or permanent loss of sensation of a major extremity;
 - (5) head or brain injuries resulting in coma, behavioral disorders, personality changes, seizures, aphasia or permanent disorientation;
 - (6) loss of sight in one or both eyes or loss of hearing;
 - (7) injury resulting in incontinence of bowel or bladder;
 - (8) **Sexual Molestation**, sexual assault or rape; or
 - (9) **Bodily Injury** resulting from health care services provided in a clinic, infirmary, student health center, treatment room or other similar facility that provides medical or health services to students or at other locations in the event of a medical emergency;

The **Insured** must:

- (a) notify **us** as soon as practicable in writing;
- (b) provide particulars sufficient to identify the **Insured**, person, persons or organizations involved in the **Occurrence**, and also such reasonably detail information as **we** may request;
- (c) promptly forward to **us** any written demand, notice, summons, complaint, or other process of service received by the **Insured** or its representatives; and
- (d) cooperate with **us** and with any claims administrator **we** designate in the investigation, defense or settlement of **Claims**.

13. Notice to the Company shall be in writing delivered to **us** at Two Wisconsin Circle, Fourth Floor, Chevy Chase, MD 20815-9913, Fax (301) 907-0303 or at newclaims@ue.org or through www.ue.org. If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

CANCELLATION AND NONRENEWAL

14. The **Educational Organization** may cancel this Policy for all **Insureds** by surrendering it to **us** or by written notice to **us** by certified mail at the address in Paragraph 13 stating when not less than 10 days thereafter the cancellation shall be effective. **We** may cancel this Policy only in the event that any payment of premium is not made when due and payable by mailing written notice by certified mail to the **Educational Organization** at the last mailing address known by **us** stating when, not less than 10 days thereafter, such cancellation shall be effective.
15. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. If the **Educational Organization** cancels this Policy, earned premium shall be calculated in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
16. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least 90 days before the end of the **Policy Period**.

GOVERNING LAW AND INTERPRETATION

17. This Policy shall be governed by and construed in accordance with the internal laws of the State of New York, except insofar as such laws may prohibit payment in respect of punitive damages; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

DISPUTE RESOLUTION

18. Any and all disputes arising out of or related to this agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties.

COMPLIANCE WITH APPLICABLE UNITED STATES SANCTIONS

19. This insurance does not apply when **we** are prohibited from providing insurance by virtue of any United States laws or regulations.

CURRENCY

20. All premiums, **Limit of Liability**, **Underlying Limit Retention**, **Loss**, and all other monetary amounts used in this Policy are expressed and payable in United States currency.

REPRESENTATION

21. Except as respects the giving of notice of **Occurrence** or **Claim** pursuant to Paragraphs 11.I. (2)(a) and 12, by acceptance of this Policy the **Educational Organization** agrees to act on behalf of all **Insureds** with respect to all matters under this Policy, including, without limitation, payment of premium, negotiation of the terms of renewal, resolution of disputes, the giving and receiving of notice of cancellation, the giving of notice to persons whom the **Educational Organization** chooses to not make an **Insured**, and the receiving of any return premiums that may become due.
22. In the event there is a dispute among **Insureds** as to allocation of the proceeds of this Policy among any of them or on their behalf, **we** may pay such proceeds to the **Educational Organization**, which agrees to accept such proceeds and to assume responsibility for its allocation among the **Insureds** or on their behalf, and **we** shall be discharged from any further responsibility or liability hereunder or otherwise with respect to such proceeds. The **Insureds** agree that the **Educational Organization** shall so act on their behalf. Notice by certified mail to the **Educational Organization** at the last mailing address known by **us** shall constitute notice to all **Insureds**.

SUBROGATION

23. In the event of any payment under this Policy, **we** shall be subrogated to all the **Insureds'** rights of recovery against any person or organization and the **Insureds** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after an **Occurrence** to prejudice such rights. **We** agree to waive any right of recovery **we** may have against any person or organization when the **Educational Organization** has agreed to such waiver prior to an **Occurrence**.

ALTERATION AND ASSIGNMENT

24. No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by **our** authorized representative.

INSPECTION

25. **We** shall be permitted but **we** are not obligated to inspect an **Included Entity's** property and operations at any time. Neither **our** right to make inspections nor the making thereof nor a report thereon shall constitute an undertaking on behalf of or for the benefit of any **Insured** or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.

OTHER INSURANCE

26. This Policy shall at all times be excess over the greater of the **Underlying Limit Retention** amount, or the amount of any other insurance available to the **Insured** covering an **Occurrence** covered by this Policy (other than insurance that is expressly and specifically excess of the limits of this Policy), and nothing in this Policy or in any other policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Ultimate Net Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

BANKRUPTCY

27. Bankruptcy, insolvency, or receivership of the **Insured** or any insurer, or the **Insured's** inability to pay any **Underlying Limit Retention** amount, will not relieve **us** of **our** obligations under this Policy; however, this Policy shall not drop down as a result of such bankruptcy, insolvency, receivership or inability, or apply as a replacement of any self-insured retention amount or any **Underlying Insurance** and **our Limits of Liability** shall apply only in excess of the required **Underlying Limit Retention** amounts.

OPTIONAL EXTENDED DISCOVERY PERIOD

28. If this Policy is not renewed, the **Educational Organization** shall have the right to an **Extended Discovery Period** for the coverage granted by the exception to Exclusion 11.e. of this Policy.

The right to an endorsement providing an **Extended Discovery Period** must be exercised by notice to **us** in writing and by payment of such additional premium as **we** may require (not to exceed 25% of the annual premium for this Policy) and be received by **us** within 30 days following the end of the **Policy Period**. The additional premium will be considered fully earned on the first day of the **Extended Discovery Period**.

UNINTENDED ERRORS OR OMISSIONS

29. The failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance provided such failure or omission is not intentional.

HEADINGS

30. The descriptions in the headings and subheadings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy.

IN WITNESS WHEREOF, United Educators Insurance, a Reciprocal Risk Retention Group, Inc. has caused this Policy to be signed by its President.


Authorized Representative

Excess General Liability

University of Oregon
D77-94G
07/01/2019 to 07/01/2020



Policy No. D77-94G

NOTICE

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

EXCESS LIABILITY INSURANCE POLICY
DECLARATIONS

- Item 1. **Educational Organization:** University of Oregon
Address: Office of Risk Management
1260 University of Oregon
Eugene, OR 97403-1260
- Item 2. **Limits of Liability:**
(a) \$40,000,000 Each **Occurrence**
(b)-1 \$40,000,000 Annual Aggregate Limit for
(i) **Product Liability**
(ii) **Completed Operations Liability**
(iii) **Employee Occupational Disease Liability**
(b)-2 \$40,000,000 **Sexual Molestation**
- Item 3. (a) **Policy Period:** 07/01/2019 to 07/01/2020
(b) **Inception Date:** 07/01/2012
at 12:01 A.M. at the address stated in Item 1 above.
- Item 4. **Underlying Limit Retention:** \$1,000,000 Each **Occurrence**
- Item 5. **Premium:** \$148,603
Risk Management Premium Credit (RMPC): (\$8,916)
Premium Due: \$139,687
Premium Tax: \$0
Total: \$139,687
- Item 6. Representative of **Educational Organization:** Flo Hoskinson

Item 7. Applicable Initial Endorsements:

Excess General Liability attached Endorsements

Endorsement	Total	Description
GLX501I	1	Additional Insured
GLX512A	1	GLX - Employee Benefits Liability (Claims-Made)
GLX533X	1	GLX - Amended Governing Law and Interpretation
GLX692G	1	GLX - Policy Correction Endorsement
GLX743I	1	GLX - Additional Insured (Specified Coverage with Sublimit)
GLX774X	1	GLX - Exception to Aircraft Exclusion (Model Rockets)
GLX817L	1	GLX - Amended Definition of Occurrence (Occurrence Coverage with Aggregate)
GLX818G	1	GLX - Amended Renewal Provisions
GLX822N	1	GLX- UE Change of Address
GLX909C	1	GLX - Limited UAV Coverage
GLX910C	1	Seamless Coverage Endorsement (GLX - UE CGL/BLX Underlying)
GLX980C	1	Excess Internships and Professional Services Liability (UE IPL Underlying - Claims Made)
GLX1050C	1	Sexual Abuse Coverage

Item 8. Applicable Forms and Initial Schedules:

Form: GLX 06-2008

Schedule(s): GLX - Schedule A

BROKER COMMISSION DISCLOSURE

As a member owned company, United Educators believes it is important to provide its policyholders, whose brokers receive compensation through commissions paid by United Educators, with the amount of those commissions:

Item 9. Broker Commission: \$0
Broker commission in Item 9., if any is included in Item 5., Premium.

This insurance is subject to the provisions, stipulations, conditions and exclusions contained in the policy form as well as other provisions, stipulations, conditions and exclusions as may be endorsed or added thereto (collectively hereinafter referred to as the "Policy").

Issued by: United Educators Insurance, a Reciprocal Risk Retention Group


Authorized Representative

SCHEDULE A**INCLUDED ENTITIES****Subsidiary and Affiliated Entities of the Educational Organization**

None Scheduled

SEXUAL ABUSE COVERAGE

In consideration of the premium charged, and subject always to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The Definition of **Sexual Molestation** and all references thereto is deleted from this Policy and replaced by the Definition of **Sexual Abuse**.
2. Item 2. (b)-2 of the Declarations is amended to read:

(b)-2 \$40,000,000 **Sexual Abuse**

3. Paragraph 2. of this Policy is amended to add the following Definitions:

Child Molestation means any actual or alleged illegal or otherwise wrongful sexual conduct with a minor.

Serial Sexual Misconduct means any actual or alleged illegal or otherwise wrongful sexual conduct:

- a. with more than one victim; and
- b. committed by or alleged to have been committed by any perpetrator who is not a student of an **Included Entity**.

Sexual Abuse means:

- a. any **Child Molestation**; or
- b. any **Serial Sexual Misconduct**.

4. The Definition of **Reporting Officer** of this Policy is amended to read:

Reporting Officer means a position equivalent to any of the below of the **Educational Organization**:

- a. President, Chancellor or Head of School;
- b. Provost or Chief Academic Officer;
- c. VP of Finance, Chief Financial Officer, VP of Administration, or Chief Business Officer;
- d. VP of Legal Affairs or General Counsel;
- e. VP of Student Affairs;
- f. Title IX Coordinator;
- g. Athletic Director; or
- h. Director of any dispensary, clinic, infirmary, student health center, athletic facility, or similar facility, maintained by an **Included Entity** to provide medical, athletic training, psychological or mental health counseling services principally for use by the **Included Entity's** employees or students.

5. Exclusion 11.g. of this Policy is amended to read:

- g. any liability:
 - (1) related to or arising out of **Child Molestation** when known to a **Reporting Officer** who did not engage in **Child Molestation** but failed to report it to law enforcement, child protective services or any equivalent state agency;
 - (2) related to or arising out of **Serial Sexual Misconduct**, if the **Educational Organization** fails to follow its internal policies for investigation and response after any **Reporting Officer**, who did not engage in **Serial Sexual Misconduct**, had actual knowledge of the **Serial Sexual Misconduct**;
 - (3) of any person who engaged in **Sexual Abuse** or sexual assault; or
 - (4) of any person who knew about **Child Molestation**, but failed to report it to law enforcement, child protective services or any equivalent state agency;

Exception: For Exclusions (3) and (4) above, if after a final civil adjudication, it is determined that an accused person did not engage in or fail to report **Sexual Abuse** or sexual assault, **we** will reimburse **Defense Costs** associated with that civil defense.

6. Paragraph 12(b)(8) of this Policy is amended to read:

(8) **Sexual Abuse**, sexual assault or rape;

7. Solely with respect to **Personal Injury** liability from the reporting of **Sexual Abuse**, and subject always to the **Limit of Liability** of this Policy, **we** will pay reasonable **Defense Costs** incurred in the defense of any **Insured** natural person who in good faith reported **Sexual Abuse**.

8. This Policy does not apply to any liability of any person who engaged in physical assault, abuse or corporal punishment or who knew about any of these acts, and failed to report it to proper authorities when under a legal duty to do so;

Exception: if after a final civil adjudication, it is determined that an accused person did not engage in or fail to report physical assault, abuse or corporal punishment, **we** will reimburse **Defense Costs** associated with that civil defense.

All other Policy provisions remain the same.


Authorized Representative

ADDITIONAL INSURED

In consideration of the premium charged, **we** agree with the **Educational Organization** that, subject always to all other provisions of this Policy,

The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon

is an additional **Insured** but only with respect to **Occurrences** arising out of operations and functions for or on behalf of an **Included Entity**.

All other Policy provisions remain the same.


Authorized Representative

**EMPLOYEE BENEFITS LIABILITY
(Claims-Made)**

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. Exclusions 11.c. and 11.o. of this Policy are amended to read:

c. **Personal Injury or Advertising Injury**

- (1) resulting from an act by or at the direction of any **Insured** if performed with the knowledge that such act would cause injury; or
- (2) arising out of the oral or written publication of material
 - (i) first published prior to the beginning of the **Policy Period**; or
 - (ii) by or at the direction of the **Insured** with knowledge of its falsity;

Exception: Item (2)(i) of this Exclusion does not apply to any **Clerical or Administrative Error**;

- o. any liability arising out of the administration of any employee benefit plan or any violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) or any similar statute, regulation, ordinance, order or edict of any jurisdiction or political subdivision (whether or not in the United States);

Exception: This exclusion shall not apply to **Clerical or Administrative Error** with respect to a **Covered Benefit Plan** that occurs entirely after the **EBL Date of First Coverage** and for which a **Claim** is first made against an **Insured** during the **Policy Period**, and **our** liability for all **Damages** to which this exception applies arising out of all **Claims** first made during the **Policy Period** is limited to \$10,000,000, which amount is part of and not in addition to the **Limit of Liability** of this Policy; however, this exception shall not apply to any liability arising out of

- (i) unlawful discrimination;
- (ii) any **Occurrence** that is otherwise covered by this Policy apart from this exception;
- (iii) the failure of any insurer, health maintenance organization, preferred provider organization or third party claims administrator to pay or provide benefits; or
- (iv) the failure of any compensation, investment, stock or savings plan or program to perform as anticipated, projected or represented;

2. For the purpose of this Endorsement:

Clerical or Administrative Error means an unintended error or omission in the administration of a **Covered Benefit Plan**, including enrolling or failing to enroll employees; keeping records; interpreting rules, regulations, policies and procedures; and giving advice to employees.

Covered Benefit Plan means any employee benefit plan that is operated by the **Educational Organization** for the benefit of employees of an **Included Entity** and that

- (i) provides health, medical, accident, death or disability benefits provided by, and funded by regular premium payments to, a licensed commercial insurance company, health maintenance organization or preferred provider organization that is not related to, managed by, affiliated with or under the control of any **Insured**; or
- (ii) provides retirement benefits in a qualified 403(b) plan provided by, and funded by periodic payments to, a licensed commercial insurance company (such as TIAA) or a regulated investment company or mutual fund, which company or fund is not related to, managed by, affiliated with or under the control of any **Insured**.

EBL Date of First Coverage means the date and time specified below in Paragraph 4.

Personal Injury means injury resulting from

- a. false arrest, detention or imprisonment;

- b. malicious prosecution;
 - c. wrongful entry into, or eviction of a person from, a room, dwelling or premises a person occupies;
 - d. oral, written, video, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or violates a person's right of privacy (other than in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services);
 - e. sexual harassment; or
 - f. **Clerical or Administrative Error.**
3. The **Underlying Limit Retention** amount applies separately and always to each **Claim**.
4. The **EBL Date of First Coverage** with respect to the coverage provided by this Endorsement shall be 07/01/2012 at 12:01 a.m. at the address of the **Educational Organization** stated in Item 1 of the Declarations.

All other Policy provisions remain the same.


Authorized Representative

AMENDED GOVERNING LAW AND INTERPRETATION

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that Paragraph 17. of this Policy is amended to read:

17. This Policy shall be governed by and construed in accordance with the internal laws of the State of Oregon, except insofar as such laws may prohibit payment in respect of punitive damages; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

All other Policy provisions remain the same.


Authorized Representative

POLICY CORRECTION ENDORSEMENT

In consideration of the premium charged and subject to all other provisions of this Policy, the following corrections are amended to this policy:

1. In Paragraph 2, subsection c. of the definition of **Insured**, the clause “as described in clause a. or b. above...” is corrected to read “as described in clause b. or c. above...”
2. Paragraph 11.I. subsection (3) which reads, “The limited coverage provided by the exceptions to this exclusion in Paragraph (1) above...” is corrected to read “The limited coverage provided by the exceptions to this exclusion in Paragraph (2) above...”

No change in coverage is intended.

All other Policy provisions remain the same.


Authorized Representative

ADDITIONAL INSURED
(Specified Coverage with Sublimit)

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

US Government Mt. Hood National Forest Headquarters 16400 Champion Way Sandy Oregon 97088

are additional **Insureds** but only with respect to **Occurrences** arising out of operations and functions by, for or on behalf of an **Included Entity**.

The coverage provided by this endorsement is subject to a sublimit of \$1,000,000 in the aggregate for all **Occurrences** combined during the **Policy Period**, which amount is part of and not in addition to the **Limit of Liability** of this Policy.

All other Policy provisions remain the same.


Authorized Representative

**EXCEPTION TO AIRCRAFT EXCLUSION
(Model Rockets)**

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The following definition is added to Paragraph 2 of this Policy:

Model Rocket means a non-human carrying device capable of ballistic flight in the atmosphere which:

- (a) has a "flight weight" of less than 4 ounces,
 - (b) length of less than 2 feet,
 - (c) uses a National Association of Rocketry class D or smaller motor, and which
 - (d) is used for research or educational purposes under the auspices of a club recognized by the **Educational Organization**.
- "Flight weight" includes the vehicle itself, fuel and payload.

2. Paragraph 11.i. of this Policy is amended to read:

- i. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership, lease, use or operation of any aircraft, including the use of parachutes or parasailing equipment from any aircraft, hang gliding, or any "lighter than air" craft or manned balloon;
Exception: This Exclusion does not apply to:
 - (i) the use of non-owned regularly-scheduled commercial airlines by an **Insured** operating within, originating from, or returning to the United States;
 - (ii) **Model Aircraft**;
 - (iii) a lighter-than-air craft that is an unmanned balloon;
 - (iv) **Non-Flight Curriculum-Related Instruction**; or
 - (v) **Model Rocket**;

All other Policy provisions remain the same.


Authorized Representative

**AMENDED DEFINITION OF OCCURRENCE
(Occurrence Coverage with Aggregate)**

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The Definition of **Occurrence** in Paragraph 2. of this Policy is amended to read:

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

The use of reasonable force to protect persons or property shall be deemed "neither expected nor intended" within the meaning of a. above.

Breach of contract is not an **Occurrence**.

All **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** attributable directly or indirectly to the same accident, event, cause, defect or hazard, or failure to warn of such, or to the same or similar conditions, shall be deemed to constitute one single **Occurrence**, irrespective of the time period or area over which alleged or actual injuries or damages arise; the number of alleged or actual injuries or damages sustained; the number of persons who sustain alleged or actual injuries or damages; or the number of **Claims** made against one or more **Insureds**.

In addition to the above, for all **Occurrences** related to or arising out of:

- i. **Sexual Molestation**

Any incidents related or connected to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse shall be deemed to constitute one **Occurrence** for each perpetrator, irrespective of the time period or area over which alleged or actual incidents or injuries arise, the number of alleged or actual incidents, injuries or damages, the number of persons who sustain alleged or actual injuries or damages, or the number of **Claims** made against one or more **Insureds**.

- ii. **Included Entity's Products**

Any alleged or actual injuries or damages that are directly or indirectly attributable to the design, formulation, manufacture, distribution, use, operation, maintenance or repair of an **Included Entity's Products** or the failure to warn as to its use, operation or maintenance shall be deemed to constitute one single **Occurrence**, irrespective of the time period or area over which alleged or actual injuries or damages arise; the number of such alleged or actual injuries or damages sustained; the number of persons who sustain alleged or actual injuries or damages; or the number of **Claims** made against one or more **Insureds**.

- iii. **Athletic Traumatic Brain Injury**

The following circumstances listed below which in any way cause, result in, and/or are related or connected to **Athletic Traumatic Brain Injury**, including any related **Medical Services**, shall collectively be grouped together and deemed to constitute one single **Occurrence**, irrespective of the time period or area over which alleged or actual injuries or damages arise, the number of such alleged or actual injuries or damages sustained, the number of persons

- who sustain alleged or actual injuries or damage, or the number of **Claims** made against one or more **Insureds**:
- (1) any and all related accidents during the **Policy Period**;
 - (2) the continuous, intermittent or repeated exposures to the same or similar conditions that commence during the **Policy Period**; or
 - (3) formal or informal policies, practices, procedures or courses of conduct that commence during the **Policy Period**.
2. The following definitions are added to this Policy:
- Bodily Injury** is amended explicitly to include **Traumatic Brain Injury**.
- Traumatic Brain Injury** means any of the following:
- a. a concussion or sub-concussive brain injury or brain trauma;
 - b. a reaction by the brain to a bump, blow or jolt to the head or body that is transmitted to the head; or
 - c. any brain injury or brain trauma which results, either immediately or later in time, in changes in behavior, thinking, and/or physical or cognitive functioning.
- Athletic Traumatic Brain Injury** means any **Traumatic Brain Injury** to an **Athletic Participant** in connection with, arising out of, relating to or attributable to any tryout, conditioning, practice, preparation, scrimmage, exhibition or game which is related to the **Included Entity's** organized athletic programs.
- Athletic Participant** means an individual who takes part or who took part with the expressed or implied consent of an **Included Entity** in any tryout, conditioning, practice, preparation, scrimmage, exhibition or game which is related to the **Included Entity's** organized athletic programs.
3. Paragraph 3. of the Policy is amended to read:
3. Irrespective of the time period or area over which alleged or actual injuries or damages arise; the number of alleged or actual injuries or damages, the number of persons who sustain alleged or actual injuries or damages, or the number of **Claims** made or suits brought against one or more Insureds, on account of one or more **Occurrences**:
 - a. In the case of **Product Liability, Completed Operations Liability, and Employee Occupational Disease Liability** combined, our liability for all **Damages** is limited to the amount(s) stated in Item 2(b)-1 of the Declarations for each **Occurrence** and in the aggregate for all such **Occurrences** covered by this **Policy**;
 - b. in the case of **Sexual Molestation**, our liability for all **Damages** is limited to the amount stated in Item 2(b)-2 of the Declarations for each **Occurrence** and in the aggregate for all such **Occurrences** covered by this **Policy**;
 - c. in the case of **Athletic Traumatic Brain Injury**, our liability for all **Damages** is limited to the amount stated in Item 2(b)-3 of the Declarations for each **Occurrence** and in the aggregate for all such **Occurrences** covered by this **Policy**; and
 - d. for all other **Occurrences**, our liability for **Damages** is limited to the amount stated in Item 2(a) of the Declarations for each **Occurrence** covered by this **Policy**.
 4. In the event that, prior to the beginning of the **Policy Period**, an **Athletic Participant** suffered an **Athletic Traumatic Brain Injury**, our liability under this **Policy** with respect to **Athletic Traumatic Brain Injury** suffered by that **Athletic Participant** shall be reduced by the amount **we** are obligated to pay or have already paid under any other excess or umbrella general liability policy issued by **us**.

5. Item 2. of the Declarations of this Policy is amended to read:

Item 2. **Limits of Liability:**

(a)	\$40,000,000	Each Occurrence
(b)-1	\$40,000,000	Annual Aggregate Limit for:
	(i)	Product Liability
	(ii)	Completed Operations Liability
	(iii)	Employee Occupational Disease Liability
(b)-2	\$40,000,000	Sexual Molestation
(b)-3	\$40,000,000	Athletic Traumatic Brain Injury

All other Policy provisions remain the same.


Authorized Representative

AMENDED RENEWAL PROVISIONS

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. Paragraph 16. of this Policy is amended to read:

16. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least **60** days before the end of the **Policy Period**.

- a. In the event that **we** learn of a change in the insurability of the risk that **we** deem material within 60 days or less before the end of this Policy and **we** are not then willing to renew at the current standard terms and conditions, **we** will notify the **Educational Organization** of this determination as soon as practicable, and **we** will also advise the **Educational Organization** whether **we** are willing to renew on different terms and conditions before the end of this **Policy Period**.
- b. Under such circumstances, **we** may but are not required to offer the **Educational Organization** the opportunity to purchase a 60-day extension to the expiring Policy. Although this accommodation by **us** would be meant to give the **Educational Organization** that purchases a 60-day extension additional time to make decisions, this extension of the **Policy Period** shall under no circumstances create any additional Policy limits or increase the **Limits of Liability** available to the **Insureds**.

If offered by **us**, the **Educational Organization** may exercise this option by electing in writing before the end of the current **Policy Period** to pay to **us** an additional prorated portion of the current Policy's premium. Payment of the additional premium must be made no later than 10 days following the end of the original **Policy Period**.

2. Paragraph 29. of this Policy is amended to read:

UNINTENDED ERRORS OR OMISSIONS

29. Unless information is subject to a specific supplementary warranty application required by **us**, the failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance, provided such failure or omission is not intentional.

All other Policy provisions remain the same.


Authorized Representative

UE CHANGE OF ADDRESS

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

Paragraph 13. of this Policy is amended to read:

13. Notice to the Company shall be in writing delivered to **us** at 7700 Wisconsin Avenue, Suite 500, Bethesda, MD 20814-3556, Fax (301) 907-0303 or at newclaims@ue.org or through www.ue.org.
If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

All other Policy provisions remain the same.


Authorized Representative

LIMITED UAV COVERAGE

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The following Definition is added to this Policy:

Unmanned Aerial Vehicle means a powered unmanned (and not capable of carrying a human operator) aerial vehicle that uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, and which contains or carries no explosive or weapon.

Unmanned Aerial Vehicle does not include any rocket or missile.

2. Exclusion 11.i. of this Policy does not apply to:
- a. the liability of an **Included Entity** arising from an **Unmanned Aerial Vehicle** that is not owned by, leased to, or operated by any **Insured**; or
 - b. the liability of an **Included Entity** and its employed, volunteer and student **Insureds** arising out of an **Unmanned Aerial Vehicle** which has a flight weight of 55 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used by or on behalf of an **Insured** for purposes other than research or education, however, this **Exception** does not apply to:
 - (i) use for which an **Insured** is compensated by any party other than an **Included Entity**;
 - (ii) any liability of others assumed by an **Insured** in any contract or agreement, except for liability that the **Insured** would have in the absence of the contract or agreement
 - (iii) any additional **Insured**, the provisions of Paragraph e. of the Definition of **Insured** notwithstanding.
3. Unless required to be primary by contract with an **Included Entity**, the coverage provided by this Endorsement is at all times excess over other available coverage, including specifically any liability coverage provided by any owner or lessor of any **Unmanned Aerial Vehicle**.

All other Policy provisions remain the same.


Authorized Representative

**SEAMLESS COVERAGE ENDORSEMENT
(GLX – UE CGL/BLX Underlying)**

In consideration of the premium charged, and always subject to all other provisions of the respective policies to which this Endorsement applies except where specifically modified by this Endorsement, **we** agree with the **Educational Organization** that:

1. This Endorsement modifies and amends certain provisions of the *Excess General Liability Policy* (GLX) issued by **us** to the **Educational Organization**. These changes affect the handling of Claims when elements of a **Claim** are also covered by a *UE Educators Legal Liability Policy* (ELL), and broaden the available coverage when both policies are issued by UE.
2. If the **Educational Organization** is covered only by an ELL Policy or an underlying Liability Policy (GL) issued by **us**, but not both Policies at the time of the **Occurrence** and **Claim**, then this Endorsement is no longer valid.

APPLICATION OF COVERAGE WHEN BOTH POLICIES APPLY TO A CLAIM

When a **Claim** covered by this Policy is also covered by an ELL Policy issued by **us**, the following apply:

3. When **Underlying Insurance** applies, the Defense and Settlement provisions of the policy with the lower applicable Self-Insured Retention or **Underlying Limit Retention** will apply to that **Claim** under both policies. In the event that the respective Self-Insured Retention/**Underlying Limit Retention** are the same, the Defense and Settlement provisions of the GLX Policy will apply to that **Claim** under both policies.
4. Paragraph 4. of this Policy is deleted.
5. With respect only to the ELL policy issued by **us**, The application of Paragraph 26. (Other Insurance) is replaced by the following: "**We** and the **Insureds** agree to use our best efforts in good faith to reach a fair and equitable allocation of **Damages** and **Defense Costs** between elements of a **Claim** that may be covered by either Policy."
6. The Limit of Liability of each Policy applies separately to the covered elements of that **Claim**.
7. As used in this Endorsement, **Wrongful Act** and Self-Insured Retention shall have the same meaning as in the ELL Policy issued by **us**.

**ADDITIONAL COVERAGE – GLX
POLICE AND SECURITY COVERAGE****DEFINITIONS**

8. The Definition of **Occurrence**, whether or not amended by other Endorsements, is amended to add:

Bodily Injury, Property Damage and Personal Injury resulting from a **Police or Security Wrongful Act** during the **Policy Period**.

Paragraphs a. and b. of the Definition of **Occurrence** shall not apply to any **Police or Security Wrongful Act**.

9. The Definition of **Personal Injury** of this Policy is amended to add the following paragraph:

- f. violation of property rights; false, improper or erroneous service of legal process; violation of, or wrongful interference with, civil rights; or discrimination; but only if such offense was caused by a **Police or Security Wrongful Act**.

10. The Definition of **Pollutant** is amended to add the following sentence:

Pollutant does not mean any Mace, pepper spray, tear gas or similar substance discharged as a result of a **Police or Security Wrongful Act**.

11. The following Definition is added to the Policy:

Police or Security Wrongful Act means any actual or alleged act, error, omission or neglect, or breach of duty including the use of excessive or unreasonable force by police or campus security officers, but only while acting within the scope of their duties as assigned by the **Educational Organization**.

EXCLUSIONS

12. Exclusion 11.c.(1) of this Policy does not apply to **Personal Injury** arising out of **Police or Security Wrongful Acts**.

13. Exclusion 11.g.(ii) of this Policy does not apply to **Defense Costs** incurred prior to any final adjudication or settlement of a **Claim** against any person who engaged in actual or alleged physical assault arising out of a **Police or Security Wrongful Act**.

14. In addition to the Exclusions listed in Paragraph 11. of this Policy or endorsed to this Policy, this Policy does not apply to:

- a. any criminal proceeding;
- b. any liability related to or arising out of any deliberate dishonest, fraudulent, criminal or malicious **Police or Security Wrongful Act** committed at the direction or with the consent of a **Reporting Officer** or head of public safety or campus security;
Exception: This Exclusion b. does not apply to **Defense Costs** incurred prior to any final adjudication or settlement of a **Claim**;
- c. the individual liability of any police or campus security officer who committed a deliberate dishonest, fraudulent, criminal or malicious act, or breach of duty, including any willful violation of any law, statute, ordinance, rule or regulation;
Exception: This Exclusion c. does not apply to **Defense Costs** incurred prior to any final adjudication or settlement of a **Claim**;
- d. any **Police or Security Wrongful Acts** related to or arising out of any act or service for which an individual **Insured** is compensated by any party other than an **Included Entity**; or
- e. any liability for a **Police or Security Wrongful Act** assumed by any **Insured** in any contract or indemnification agreement other than liability that the **Insured** would have in the absence of such assumption or agreement,
Exception: Subject to all other terms and conditions of this Policy, including those of this Endorsement, this Exclusion does not apply to the liability of an **Insured**

arising out of its legally authorized participation in a mutual aid agreement between an **Included Entity** and a governmental agency or another educational institution.

NOTICE OF OCCURRENCE OR CLAIM

15. Paragraph 12.(b) of this Policy is amended to include any allegations of a **Police or Security Wrongful Act**.

CONFLICT WITH PREVIOUS VERSIONS

16. In the event that there is a conflict between the provisions of this Endorsement and any previous versions, the provisions of this Endorsement shall prevail.

All other Policy provisions remain the same.


Authorized Representative

**EXCESS INTERNSHIPS AND PROFESSIONAL SERVICES LIABILITY
(UE IPL Underlying – Claims Made)**

In consideration of the premium charged and subject to all other conditions of this Policy, **we** agree with the **Educational Organization** that:

1. For liability to which the **IPL Underlying Insurance** applies, **we** will pay on behalf of the **Educational Organization, Included Entities, any Individual Insureds** or any other **Insureds** that portion of **Damages** and **Defense Costs** in excess of the **IPL Retention** up to the **Limit of Liability** of this Policy, resulting from a **Wrongful Act** for which a **Claim** is first made against the **Insured** during the **Policy Period** and reported to **us** as required by Paragraph 6. of the **IPL Underlying Insurance**.
2. Solely with respect to this Endorsement, **Claim** shall have the meaning set forth in the **IPL Underlying Insurance**. Any **Claim** made against the **Insured** during the **Policy Period** and covered under Paragraph 1. of this Endorsement shall be included within the meaning of an **Occurrence** under this Policy.
3. Solely with respect to this Endorsement, the **Underlying Limit Retention** of this Policy means the **IPL Retention**.

DEFINITIONS

4. Solely with respect to this Endorsement,

The definition of **IPL Underlying Insurance** is added and means the policy of insurance provided by **us** at the full limits specified as Underlying Limits as scheduled on this Endorsement:

Underlying Insurer:	United Educators
Underlying Limits:	\$3,000,000 per Claim/\$6,000,000 Annual Aggregate
Internships and Professional Services Liability Policy:	D77-94G
Policy Term:	07/01/2019 to 07/01/2020
Self-Insured Retention:	\$250,000

5. The following Definitions are added to the Policy:

IPL Retention means:

- a. the amount of the per **Claim** limit of the **IPL Underlying Insurance**, or
- b. solely in the event that the annual aggregate limit of the **IPL Underlying Insurance** is reduced below the per **Claim** limit of the **IPL Underlying Insurance**,
the amount which is the greater of:
 - (i) the reduced annual aggregate limit of such **IPL Underlying Insurance**, or
 - (ii) the applicable deductible or Self-Insured Retention of the **IPL Underlying Insurance**.

Wrongful Acts means any actual or alleged error, omission, act, misstatement, neglect or breach of duty as defined in the **IPL Underlying Insurance** Policy.

EXCLUSIONS

6. Except for the coverage provided by Exceptions (1) and (2) of Exclusion 11 e. of this Policy, this Endorsement does not apply to any liability related to or arising out of the rendering or failure to render **Medical Services**.

7. This Endorsement does not apply to any liability related to or arising out of the actual or alleged gaining of any illegal or unjust profit, remuneration or economic advantage, price fixing, restraint of trade, monopolization, or unfair trade practices, including the actual or alleged violation of the Sherman Anti-Trust Act, the Clayton Act, or similar provisions of any state, federal, or local statutory or common laws.

OTHER CONDITIONS

8. Except as modified by this Endorsement, the exclusions, definitions and other limitations in this Policy are in addition to and are not replaced by those in the **IPL Underlying Insurance** policy listed above. In the event of conflict between provisions, the provisions of this Policy shall prevail. Nothing in this Endorsement shall be construed to make this Policy subject to any provisions of the **IPL Underlying Insurance** or to increase the **Limit of Liability** of this Policy.

All other Policy provisions remain the same.


Authorized Representative

**United Educators Insurance, a Reciprocal Risk Retention Group
Excess Liability Policy
Occurrence Form**

THIS IS AN **OCCURRENCE** POLICY EXCEPT THAT THE LIMITED EXTENSION OF COVERAGE FOR MEDICAL SERVICES IN PARAGRAPH 11.e. IS PROVIDED ON A "CLAIMS MADE" BASIS.

(The words "**we**," "**us**," and "**our**," when used in this Policy, refer to United Educators Insurance, a Reciprocal Risk Retention Group, the "Company" issuing this Policy of insurance).

In consideration of the payment of the premium, in reliance on the information furnished to **us** in the application and attachments thereto, and subject to the **Limit of Liability**, exclusions, definitions, conditions and other terms of this Policy, **we** agree with the **Educational Organization** that:

INSURING AGREEMENT

1. **We** will pay on behalf of the **Insureds** that portion of the **Ultimate Net Loss** which is in excess of the **Underlying Limit Retention** amount up to the **Limit of Liability** of the Policy resulting from an **Occurrence** anywhere to which this insurance applies. This Policy applies excess of any **Underlying Insurance**.

DEFINITIONS

2. This Policy is subject to the following definitions:

Advertising Injury means injury resulting from

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

in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services.

Allied Health Program means an educational curriculum training students to become allied health professionals, including nurses, medical assistants, dental assistants, athletic trainers, audiologists, emergency medical technicians, phlebotomists, dental lab technicians, physical therapists, respiratory therapists, x-ray technicians, paramedics, lab technicians, certified nursing assistants, and similar allied health professions; but **Allied Health Program** does not include any curriculum that trains (i) physicians of any sort, including dentists and osteopathic physicians, (ii) perfusionists, (iii) chiropractors, (iv) midwives, (v) anesthetists, or other similar medical practitioners.

Associated Medical Facility means a hospital, clinic or other medical facility in which students of the **Educational Organization** are placed as interns as part of their course of study pursuant to an agreement between the hospital, clinic or other medical facility and the **Educational Organization**.

Automobile means a land motor vehicle designed and registered for use on public roads including any attached trailer or equipment. **Automobile** does not mean or include

- a. solar or battery-powered experimental motor vehicles developed in conjunction with an educational program of the **Educational Organization** wherever operated including preparing or practicing for, or participating in, any competition or time trial with other educational organizations; or
- b. motorized land vehicles or equipment principally designed for use off public roads or on an **Included Entity's** property that are neither registered as a motor vehicle nor insured under an automobile liability insurance policy, including tractors, mowers, snow-blowers, grading

equipment, farm equipment, forklifts, backhoes, all-terrain vehicles, bulldozers and similar equipment.

Bodily Injury means physical injury, sickness, disease, death, or emotional distress sustained by a person and includes mental injury and shock.

Claim means a demand for **Damages**.

Completed Operations Liability means liability resulting from an **Occurrence** arising out of an **Included Entity's** operations, if the **Occurrence** commences after such operations have been completed or abandoned and occurs away from premises owned, rented, or controlled by the **Included Entity**; but operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement.

Damages means the amounts that an **Insured** becomes legally obligated to pay as compensation to an injured party. **Damages** includes punitive or exemplary damages, where lawfully insurable, and **Defense Costs**. But **Damages** does not include:

- a. taxes, fines, or criminal penalties;
- b. the cost of compliance with injunctive or equitable relief; or
- c. any matters uninsurable under the law pursuant to which this Policy shall be construed.

Defense Costs means the fees and expenses of investigation and defense of **Claims**, and the costs of appeal or similar bonds for amounts up to the **Limit of Liability**, and includes reasonable attorneys' fees and disbursements; but **Defense Costs** does not include the wages or salary of any employee of any **Insured** or any amounts paid by an underlying insurer pursuant to its duty to defend an **Insured**.

Educational Organization means the entity named as such in Item 1 of the Declarations.

Employee Occupational Disease Liability means liability of an **Insured** to any employees or former employees of an **Included Entity** for **Bodily Injury** arising from disease which is caused or aggravated by conditions to which the employee is exposed during such employment.

Extended Discovery Period means the extended period of time, if granted, for reporting **Claims**, during the 36-month period after the end of the **Policy Period** but only for an **Occurrence** taking place within the **Policy Period**.

First Aid means any uncompensated emergency care or treatment given to an ill or injured person at the scene of an accident before a licensed medical professional can provide regular medical aid. However, **First Aid** shall not mean services provided by an individual (i) in the course of his/her employment as, or training for, a physician, nurse, or other licensed medical professional; or (ii) in the course of volunteer work as a physician, nurse, or other licensed medical professional.

Inception Date means the date and time stated in Item 3.(b) of the Declarations.

Included Entity means:

- a. the **Educational Organization**;
- b. any not-for-profit organization or entity over which the governing body of the **Educational Organization** exerts effective control and that is named in, and whose accounts are included with or consolidated into, the financial statements submitted to us most recently by the **Educational Organization** prior to the rating of the premium for the **Policy Period**; however, no entity or affiliate or subsidiary of any entity that has not qualified as a not-for-profit entity under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;
- c. any entity listed on Schedule A of this Policy; and
- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that

- (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
 - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by **us** and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

Insured means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
 - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;-
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- d. any person legally responsible for the use of an **Automobile** owned, rented, leased, borrowed, hired or used by an **Included Entity** with its express permission; but **Insured** under this Paragraph d. does not include:
 - (1) any person or organization's (other than an **Included Entity's**) agent or employee, operating an **Automobile** repair shop, public garage, sales agency, service station, or public parking place, with respect to any **Occurrence** arising out of the operation thereof; or

- (2) the owner or any permissive user of the owner of an **Automobile** that is not owned by an **Included Entity**; however, at the request of the **Educational Organization**, we will deem as an **Insured**
 - (i) an employee of an **Included Entity** for liability arising out of the use of his or her personal **Automobile** in the business of that **Included Entity** on behalf of and with the express permission of that **Included Entity**; or
 - (ii) any person who rents or leases **Automobiles** on behalf of and with the express permission of the **Included Entity**, but only while acting within the scope of their duties or obligations in the respective capacities to an **Included Entity**;
- e. except with respect to the use or operation of an **Automobile**, any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than commercial insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to a covered **Occurrence**; and
- f. **Automobile** dealerships and leasing corporations that own **Automobiles** which are leased or loaned to an **Included Entity** but only for liability arising out of the activities of the **Included Entity's** employees.

Limit of Liability means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and, where applicable, in the aggregate for all **Occurrences** during the **Policy Period** as stated in Items 2(a) and (b) of the Declarations.

Medical Services means any acts that may be legally performed only by a physician, nurse or other licensed medical professional within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

All **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** attributable directly or indirectly to the same accident, event, conditions, cause, defect or hazard, or failure to warn of such, shall be considered as one **Occurrence** irrespective of the time period or area over which injury or damage arises or the number of injuries, damages, or **Claims** made against any **Insureds**.

However, any incidents related to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse, irrespective of the number of incidents or injuries or the time period or area over which incidents or injuries occur, shall be treated as one **Occurrence** for each perpetrator.

Any injuries or damages that are directly or indirectly attributable to the design, formulation, manufacture, distribution, use, operation, maintenance or repair of an **Included Entity's Products** or the failure to warn as to its use, operation or maintenance shall be treated as one **Occurrence** irrespective of the time period or area over which the injuries or damages occur or the number of such injuries or damages.

The use of reasonable force to protect persons or property shall be deemed "neither expected nor intended" within the meaning of a. above.

Breach of contract is not an **Occurrence**.

Officer means any corporate officer of an **Included Entity** whether or not an employee; and any president, chancellor, provost, treasurer, vice president, dean or other comparable senior administrator of any **Included Entity**.

Personal Injury means injury resulting from

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. wrongful entry into, or eviction of a person from, a room, dwelling or premises a person occupies;
- d. oral, written, video or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or violates a person's right of privacy (other than in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services); or
- e. sexual harassment.

Policy Period means the period from the first date and hour stated in Item 3 of the Declarations until the earlier of the last date and hour stated in Item 3 of the Declarations or the date and hour of cancellation of this Policy.

Pollutant means any solid, liquid, gaseous or thermal irritant, contaminant, toxic or hazardous substance or any substance which may, does, or is alleged to affect adversely the environment, property, persons or animals, including any Select Agents (as defined by the United States Department of Health and Human Services and the United States Department of Agriculture), fungi, spores, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Fungi includes, but is not limited to, any form or type of mold, mushroom, or mildew. Spores includes any reproductive body produced by or arising out of fungi. Waste includes materials to be recycled, reconditioned or reclaimed. However, no virus or bacteria is a **Pollutant** unless such virus or bacteria qualifies as a Select Agent and is used, stored, or maintained by an **Included Entity** for research purposes.

Product Liability means liability arising out of the end-use of the **Included Entity's Products** after possession of such goods or products has been relinquished to others by the **Included Entity** (or by others trading under its name) and if such use occurs away from premises owned, rented or controlled by the **Included Entity**.

Property Damage means physical injury to or destruction of tangible property of others including loss of use if the loss of use results from the physical injury or destruction of the property, loss of use of tangible property of others that has not been physically injured or destroyed, and consequential damage or evacuation loss from actual or threatened physical injury or destruction of tangible property.

Reporting Officer means a position equivalent to any of the below of the **Educational Organization**:

- a. President, Chancellor or Head of School;
- b. Provost or Chief Academic Officer;
- c. VP of Finance, Chief Financial Officer, VP of Administration, or Chief Business Officer;
- d. VP of Legal Affairs or General Counsel; or
- e. VP of Student Affairs.

Sexual Molestation means any actual or alleged illegal or otherwise wrongful sexual conduct with a minor.

Ultimate Net Loss means the total sum that the **Insured** shall be obligated to pay in respect of any one **Occurrence** for **Damages**.

Underlying Insurance means formal or informal risk instruments or transfer mechanisms including trusts or captives; or risk transfer mechanisms that name the **Insured** as "additional insured."

Underlying Limit Retention means the amount stated in Item 4. of the Declarations. This amount applies separately and always to each **Occurrence** covered by this Policy whether or not **Underlying Insurance** is available to the **Insured** to cover the **Underlying Limit Retention** amount. The **Underlying Limit Retention** amount shall be satisfied with respect to an **Occurrence** when the amount stated in Item 4. of the Declarations is exceeded by

- a. **Damages** other than **Defense Costs**, when **Defense Costs** are outside the liability limits of the **Underlying Insurance**; or
- b. **Damages**, if **Defense Costs** are within the liability limits of **Underlying Insurance** or if no **Underlying Insurance** applies to that **Occurrence**.

Watercraft means any ship or vessel intended to be operated on or beneath the water whether or not self-propelled.

Wrongful Employment Practices means wrongful acts against or wrongful treatment of an employee, former employee or applicant for employment by an **Included Entity** in its capacity as employer or by any person for whose conduct or misconduct the **Included Entity** is liable, including wrongful failure to hire, retain or promote; wrongful discrimination in the terms or conditions of employment, including sexual harassment; wrongful demotion, termination of employment, or discipline; failure to grant due process; the granting or removal of tenure; defamation or retaliation.

LIMIT OF LIABILITY

3. Regardless of the number of **Insureds** under this Policy, parties who sustain injury or damage, **Claims** made or suits brought on account of one or more **Occurrences**, the number of such injuries or damages, or the period of time over which injuries or damages occur:
 - a. in the case of **Product Liability, Completed Operations Liability** and **Employee Occupational Disease Liability** combined, our liability for all **Damages** is limited to the amount(s) stated in Item 2(b)-1 of the Declarations for each **Occurrence** and in the aggregate for all such **Occurrences** covered by this Policy during the **Policy Period**;
 - b. in the case of **Sexual Molestation**, our liability for all **Damages** is limited to the amount stated in Item 2(b)-2 of the Declarations for each **Occurrence** and in the aggregate for all such **Occurrences** covered by this Policy during the **Policy Period**; and
 - c. for all other **Occurrences**, our liability for **Damages** is limited to the amount stated in Item 2(a) of the Declarations for each **Occurrence** covered by this Policy.
4. In the event that the **Insured** is also an Insured under any Educators' Legal Liability Insurance Policy issued by us ("ELL Policy"), to the extent that any Wrongful Act giving rise to a Claim (Wrongful Act and Claim shall have the same meaning as defined in the ELL Policy issued by us and all endorsements thereto) under such ELL Policy in whole or part gives rise to, occurs in connection with or arises from an

Occurrence within the meaning of this Policy, the liability of the Company under this Policy with respect to such **Occurrence** shall be reduced by the amount the Company is obligated to pay under the remaining Aggregate Limit of Liability of such ELL Policy with respect to such Wrongful Act.

5. **We** shall have no further obligation after the applicable **Limit of Liability** has been exhausted by payment of **Damages**.

DEFENSE AND SETTLEMENT

6. **We** will pay **Damages** on behalf of an **Insured** as soon as practicable after
- the **Insured's** liability has been established by judgment after actual trial or by written agreement to which **we** have consented; and
 - it has been determined that the **Ultimate Net Loss** as a result of the **Occurrence** in question exceeds the **Underlying Limit Retention** amount.
7. **We** have no duty to defend any **Insured** and **we** shall not be called upon to assume charge of the investigation, settlement or defense of any suit brought or legal proceedings instituted against any **Insured**, but **we** shall have the right and be given the opportunity, to be associated at **our** own expense with the **Insured** or the **Insured's** underlying insurers, or both, in the defense and control of **Claims**, or the trial of any suits or other legal proceedings, relative to any **Occurrence** that, in **our** opinion, may create liability for **us** under the terms of this Policy, in which event the **Insured** shall fully cooperate with **us** in the defense of that **Claim**. For any **Occurrence** or **Claim** reported to **us** according to paragraph 12 of this Policy, the **Insureds** must cooperate with **us** and with any claims administrator **we** designate in the investigation, defense or settlement of **Claims**.
8. The **Insureds** shall immediately notify **us** of any settlement demand, and no settlement offer shall be made or settlement agreed to by an **Insured** without **our** prior consent (which **we** will not unreasonably withhold or delay), other than a settlement for which no payment for **Damages** is sought by the **Insureds** under this Policy.
9. If the **Insureds** shall refuse to consent to a reasonable settlement **we** recommend that is acceptable to the claimant and if the **Insureds** shall elect thereafter to contest any **Claim** or continue any legal proceedings in connection with that **Claim**, then **our** liability for **Damages** in respect of that **Claim** shall not exceed the amount for which it could have been settled including **Defense Costs** incurred up to the date of such refusal.
10. In the event the **Insured** or the **Insured's** underlying insurers elect not to appeal a judgment in excess of the **Underlying Limit Retention** amount, **we** may appeal (including disbursements and interest on judgments incidental to the appeal), but in no event shall **our** liability exceed the **Limit of Liability** of this Policy including the cost of such appeal.

EXCLUSIONS

11. This Policy does not apply to:
- any obligation for which any **Insured** or any company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or the Longshoremen's and Harbor Workers' Compensation Act, or any similar law;
 - Wrongful Employment Practices**;
 - Personal Injury** or **Advertising Injury**
 - resulting from an act by or at the direction of any **Insured** if performed with the knowledge that such act would cause injury; or
 - arising out of the oral or written publication of material
 - first published prior to the beginning of the **Policy Period**; or
 - by or at the direction of the **Insured** with knowledge of its falsity;
 - Advertising Injury** arising out of
 - breach of contract;

- (2) the failure of goods, products or services to conform to advertised quality or performance; or
- (3) incorrect description or mistake in advertised price
Exception: Item (1) of this exclusion does not apply to misappropriation of advertising ideas under an implied contract;
- e. any liability arising out of rendering or failure to render any **Medical Services**;
Exception: This exclusion shall not apply to the liability of the **Educational Organization** and its employed or student **Insureds** from **Claims** first made against any **Insured** during the **Policy Period** for an **Occurrence** on or after the **Inception Date**
 - (1) arising out of rendering or failure to render any **Medical Services** at
 - (i) a dispensary, clinic, infirmary, student health center, athletic facility, or similar facility maintained by the **Included Entity** principally for use by the **Included Entity's** employees or students; or
 - (ii) other incidental locations that are not medical facilities in the event of a medical emergency; and
 - (2) against an **Associated Medical Facility** and/or an **Insured** as a result of injury caused by a student intern while participating in any supervised practicum, field work experience, clinical training or internship program in fulfillment of course requirements in an **Allied Health Program**; and
the coverage afforded by this Exception to this Exclusion 11.e. does not extend to liability assumed by any **Insured** in any contract or agreement except for liability that the **Insured** would have in the absence of the contract or agreement;
- f. any **Property Damage** to property owned, occupied or rented by, or within the care, custody or control of, any **Insured**;
- g. (i) any liability related to or arising out of **Sexual Molestation** when known to a **Reporting Officer** who did not engage in **Sexual Molestation** but failed to report it to proper authorities when under a legal duty to do so; or, (ii) any person who engaged in **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment or who knew about any of these acts, and to have failed to report it to proper authorities when under a legal duty to do so, however, if a final civil adjudication determines that the person did not engage in or fail to report **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment, **we** will reimburse **Defense Costs** associated with defense of that person;
- h. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership or operation of any **Watercraft**;
Exception: This exclusion shall not apply to
 - (1) non-submersible **Watercraft** up to 50 feet in length;
 - (2) rowing or sculling shells regardless of length;
 - (3) **Watercraft** listed on Schedule B attached to this Policy;
 - (4) **Watercraft** chartered with crew for a period up to twelve hours on a U.S. Coast Guard-approved and commercially-licensed vessel operated in U.S. waters, but this limited extension of coverage does not apply to any **Claim** relating to liability of others assumed by an **Insured** or any **Claim** by or on behalf of, or against, an owner, operator or crew member of any **Watercraft** or to any relative or estate of such owner, operator or crew member; or
 - (5) loading or unloading of any **Watercraft** or **Watercraft** ashore, if at premises owned, leased, or controlled by an **Included Entity**;
- i. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership, lease, use or operation of any aircraft, including the use of parachutes or parasailing equipment from any aircraft, hang gliding, or any "lighter than air" craft or manned balloon;
Exception: This exclusion does not apply to:
 - (i) the use of non-owned regularly-scheduled commercial airlines by an **Insured**, operating within, originating from, or returning to the United States;
 - (ii) **Model Aircraft**;
 - (iii) a lighter-than-air craft that is an unmanned balloon; or
 - (iv) **Non-Flight Curriculum-Related Instruction**;
- j. any liability directly or indirectly resulting from war, invasion, hostile action of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalization,

requisition, destruction of, or damage to property by or under the order of any government or public or local authority;

Exception: This exclusion shall not apply to any events or conditions occurring in the United States of America, its territories or possessions or Canada;

- k. any liability arising out of, related to, or in any way involving asbestos or lead in any form;
- l. any liability arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** into or upon land, the interior of buildings, any enclosed space or any other real estate; into the atmosphere, or into any watercourse or body of water, whether above or below ground or otherwise into the environment; or any direction, demand or request, whether governmental or other, that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;

Exception: We will not apply this exclusion to

- (1) **Employee Occupational Disease Liability**; or

- (2) Subject always to the conditions in Paragraph (3) below, **Bodily Injury** or **Property Damage** to the property of others that is solely the result of:

- (a) fire that breaks out from where it was intended to be including any consequential smoke damage;
 - (b) collision or overturning of an **Automobile**;
 - (c) explosion or lightning;
 - (d) the accidental upset, dropping, falling, breaking, spilling, splashing or rupture of any above-ground container of **Pollutants**;
 - (e) faulty heating or cooling equipment;
 - (f) application of pesticides, herbicides or swimming pool chemicals on or at a premises of an **Included Entity** by its employees who are properly licensed or certified by a federal or state agency to apply those pesticides, herbicides or chemicals; or
 - (g) a single or intermittent above-ground discharge, dispersal, release, or escape of **Pollutants** that commences during the **Policy Period** and ceases within seven (7) days of its commencement;
- (3) The limited coverage provided by the exceptions to this exclusion in Paragraph (1) above is at all times subject to and limited by these conditions:
 - (a) the exceptions only apply if the injury or damage is discovered or becomes known to the **Insured** within fourteen (14) days and reported to **us** in writing within sixty (60) days of the accident, fire, collision or overturning, explosion or lightning, or commencement of any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**; and
 - (b) **we** will not pay any loss, cost or expense of
 - (i) evaluating, testing for, monitoring, cleaning up, removing, controlling, containing, treating, detoxifying and/or neutralizing the discharge, dispersal, release, seepage, migration, growth or escape of any **Pollutant** on property at any time owned, leased or rented by an **Insured** and/or under the control of any **Insured**; or
 - (ii) **Property Damage** to any aquifer or underground watercourse or well, or any **Property Damage** directly or indirectly arising out of underground or underwater operations of any **Insured**; and
 - (c) **our** liability is limited to that portion of **Damages** directly attributable to or caused by an **Insured's** own negligence and **we** will not pay or share in any liability of others resulting from **Pollutants** for which an **Insured** is held jointly and/or severally liable (whether under the Comprehensive Environmental Response Compensation & Liability Act or any other statute or any judgment of any court) for **Bodily Injuries** and/or **Property Damages** caused in fact by parties other than an **Insured**; and
 - (d) any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** shall be deemed to have "commenced" at the time of the first event in any series, chain or combination of related events resulting in any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**, and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepages, migrations, growths or escapes, no matter when occurring, shall be deemed to have "commenced" at the time of that first event; and

- (e) the burden of proof that any **Occurrence** meets the conditions of coverage in this Paragraph (3) lies with the **Insureds**;
- m. any liability resulting from the hazardous properties of radioactive or nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 and amendments thereto);
Exception: While in all instances applying to nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 any amendments thereto), this exclusion shall not apply to any other radioactive material used by an **Included Entity** for medical or research purposes;
- n. any liability arising out of any diminished value or economic utility of the **Included Entity's Products** or work completed by or on behalf of the **Included Entity** if such diminished value or economic utility resulted from the failure of an **Included Entity's Products** or work completed by or on behalf of the **Included Entity** to meet any warranty or representation as to the level of performance, quality, fitness, or durability, or to perform the function or serve the purpose intended;
- o. except as otherwise provided by endorsement to this Policy, any liability arising out of the administration of any employee benefit plan or any violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) or any similar statute, regulation, ordinance, order or edict of any jurisdiction or political subdivision (whether or not in the United States); or
- p. any emotional distress, mental injury, or shock arising from the theft of a natural person's identity information for which an **Included Entity** has a legal obligation to maintain confidentiality.

NOTICE OF OCCURRENCE OR CLAIM

- 12. As a condition precedent to the rights of any **Insured** under this Policy, if a **Claim** reasonably likely to involve this Policy is made against an **Insured** or, except as otherwise provided in Exclusion 11.I.(3)(a), if any employee of the risk management department, or any **Reporting Officer** or legal counsel of any **Included Entity** becomes aware of an:
 - (a) **Occurrence** reasonably likely to involve this Policy, or
 - (b) regardless of the **Insured's** opinion of whether this Policy is likely to be involved, an **Occurrence** or **Claim** involving any of the following:
 - (1) fatality;
 - (2) major paralytic conditions such as paraplegia and quadriplegia;
 - (3) second or third degree burns to 25% or more of the body;
 - (4) amputation, permanent loss of use or permanent loss of sensation of a major extremity;
 - (5) head or brain injuries resulting in coma, behavioral disorders, personality changes, seizures, aphasia or permanent disorientation;
 - (6) loss of sight in one or both eyes or loss of hearing;
 - (7) injury resulting in incontinence of bowel or bladder;
 - (8) **Sexual Molestation**, sexual assault or rape; or
 - (9) **Bodily Injury** resulting from **Medical Services**;

The **Insured** must:

- (a) notify **us** as soon as practicable in writing;
 - (b) provide particulars sufficient to identify the **Insured**, person, persons or organizations involved in the **Occurrence**, and also such reasonably detail information as **we** may request;
 - (c) promptly forward to **us** any written demand, notice, summons, complaint, or other process of service received by the **Insured** or its representatives; and
 - (d) cooperate with **us** and with any claims administrator **we** designate in the investigation, defense or settlement of **Claims**.
- 13. Notice to the Company shall be in writing delivered to **us** at Two Wisconsin Circle, Fourth Floor, Chevy Chase, MD 20815-9913, Fax 301-907-0303, or at newclaims@ue.org or through www.ue.org. If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

CANCELLATION AND NONRENEWAL

14. The **Educational Organization** may cancel this Policy for all **Insureds** by surrendering it to **us** or by written notice to **us** by certified mail at the address in Paragraph 13 stating when not less than 10 days thereafter the cancellation shall be effective. **We** may cancel this Policy only in event any payment of premium is not made when due and payable by mailing written notice by certified mail to the **Educational Organization** at the last mailing address known by **us** stating when, not less than 10 days thereafter, such cancellation shall be effective.
15. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. If the **Educational Organization** cancels this Policy, earned premium shall be calculated in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
16. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least 90 days before the end of the **Policy Period**.

GOVERNING LAW AND INTERPRETATION

17. This Policy shall be governed by and construed in accordance with the internal laws of the State of New York, except insofar as such laws may prohibit payment in respect of punitive damages; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

DISPUTE RESOLUTION

18. Any and all disputes arising out of or related to this agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties.

COMPLIANCE WITH APPLICABLE UNITED STATES SANCTIONS

19. This insurance does not apply when **we** are prohibited from providing insurance by virtue of any United States laws or regulations.

CURRENCY

20. All premiums, **Limit of Liability**, **Self Insured Retention**, **Underlying Limit Retention**, **Loss**, and all other monetary amounts used in this Policy are expressed and payable in United States currency.

REPRESENTATION

21. Except as respects the giving of notice of **Occurrence** or **Claim** pursuant to Paragraphs 11.I.(3)(a) and 12, by acceptance of this Policy the **Educational Organization** agrees to act on behalf of all **Insureds**

with respect to all matters under this Policy, including, without limitation, payment of premium, negotiation of the terms of renewal, resolution of disputes, the giving and receiving of notice of cancellation, the giving of notice to persons whom the **Educational Organization** chooses to not make an **Insured**, and the receiving of any return premiums that may become due.

22. In the event there is a dispute among **Insureds** as to allocation of the proceeds of this Policy among any of them or on their behalf, **we** may pay such proceeds to the **Educational Organization**, which agrees to accept such proceeds and to assume responsibility for its allocation among the **Insureds** or on their behalf, and **we** shall be discharged from any further responsibility or liability hereunder or otherwise with respect to such proceeds. The **Insureds** agree that the **Educational Organization** shall so act on their behalf. Notice by certified mail to the **Educational Organization** at the last mailing address known by **us** shall constitute notice to all **Insureds**.

SUBROGATION

23. In the event of any payment under this Policy, **we** shall be subrogated to all the **Insureds'** rights of recovery against any person or organization and the **Insureds** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after an **Occurrence** to prejudice such rights. **We** agree to waive any right of recovery **we** may have against any person or organization when the **Educational Organization** has agreed to such waiver prior to an **Occurrence**.

ALTERATION AND ASSIGNMENT

24. No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by **our** authorized representative.

INSPECTION

25. **We** shall be permitted but **we** are not obligated to inspect an **Included Entity's** property and operations at any time. Neither **our** right to make inspections nor the making thereof nor a report thereon shall constitute an undertaking on behalf of or for the benefit of any **Insured** or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.

OTHER INSURANCE

26. This Policy shall at all times be excess over the greater of the **Underlying Limit Retention** amount, or the amount of any other insurance available to the **Insured** covering an **Occurrence** covered by this Policy (other than insurance that is expressly and specifically excess of the limits of this Policy and nothing in this Policy or in any other policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Ultimate Net Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

BANKRUPTCY

27. Bankruptcy, insolvency, or receivership of the **Insured** or any insurer, or the **Insured's** inability to pay any **Underlying Limit Retention** amount, will not relieve **us** of **our** obligations under this Policy; however, this Policy shall not drop down as a result of such bankruptcy, insolvency, receivership or inability, or apply as a replacement of any self-insured retention amount or any **Underlying Insurance**

and **our Limits of Liability** shall apply only in excess of the required **Underlying Limit Retention** amounts.

OPTIONAL EXTENDED DISCOVERY PERIOD

28. If this Policy is not renewed, the **Educational Organizations** shall have the right to an **Extended Discovery Period** for the coverage granted by the exception to Exclusion 11.e. of this Policy.

The right to an endorsement providing an **Extended Discovery Period** must be exercised by notice to **us** in writing and by payment of such additional premium as **we** may require (not to exceed 25% of the annual premium for this Policy) and be received by **us** within 30 days following the end of the **Policy Period**. The additional premium will be considered fully earned on the first day of the **Extended Discovery Period**.

UNINTENDED ERRORS OR OMISSIONS

29. The failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance provided such failure or omission is not intentional.

HEADINGS

30. The descriptions in the headings and subheadings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy.

IN WITNESS WHEREOF, United Educators Insurance, a Reciprocal Risk Retention Group has caused this Policy to be signed by its President.


Authorized Representative

Educators Legal Liability

University of Oregon

D77-94G

07/01/2019 to 07/01/2020



Policy No. D77-94G

NOTICE

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

EDUCATORS LEGAL LIABILITY INSURANCE POLICY
CLAIMS-MADE BASIS
DECLARATIONS

- Item A. **Educational Organization:** University of Oregon
Address: Office of Risk Management
1260 University of Oregon
Eugene, OR 97403-1260
- Item B. **Policy Period:** 07/01/2019 to 07/01/2020
12:01 A.M. at the address stated in Item A above.
- Item C. **Limits of Liability:**
\$25,000,000 Each **Claim**
\$25,000,000 Annual Aggregate
- Item D. **Self-Insured Retentions** (including **Defense Costs**):
i. \$0 Governing Board Directors, **Trustees**, or **Officers**, who cannot be lawfully
Indemnified - Per **Claim**
ii. \$500,000 **Wrongful Employment Practices** - Per **Claim**
iii. \$500,000 Each Other **Claim**
- Item E. **Premium:** \$197,877
Risk Management Premium Credit (RMPC): (\$11,873)
Premium Due: \$186,004
Premium Tax: \$0
Total: \$186,004
- Item F. **Date of First Coverage:** 07/01/2012
12:01 A.M. at the address stated in Item A above.
- Item G. Defense Counsel Provision: Approved
- Item H. Applicable Initial Schedules:
Form: ELL 06-2008
Schedule(s): ELL - Schedule A

Item I. Applicable Initial Endorsements:

Educators Legal Liability attached Endorsements

Endorsement	Total	Description
ELL503I	1	ELL - Additional Insured
ELL541X	1	ELL - Amended Governing Law and Interpretation
ELL546E	1	Insurance and Related Operations Exclusion
ELL715N	1	Amended Reporting and Defense Provisions
ELL781G	1	ELL - Amended Renewal Provisions
ELL792N	1	ELL - UE Change of Address
ELL854C	1	Seamless Coverage Endorsement (ELL with UE CGL/BLX)

Item J. Representative of **Educational Organization**: Flo Hoskinson

BROKER COMMISSION DISCLOSURE

As a member owned company, United Educators believes it is important to provide its policyholders, whose brokers receive compensation through commissions paid by United Educators, with the amount of those commissions:

Item K. Broker Commission: \$0
Broker commission in Item K., if any is included in Item E., Premium.

This insurance is subject to the provisions, stipulations, conditions and exclusions contained in the policy form as well as other provisions, stipulations, conditions and exclusions as may be endorsed or added thereto (collectively hereinafter referred to as the "Policy").

Issued by: United Educators Insurance, a Reciprocal Risk Retention Group


Authorized Representative

SCHEDULE A

INCLUDED ENTITIESSubsidiary and Affiliated Entities of the **Educational Organization**

None

In consideration of the premium charged, **we** agree with the **Educational Organization** that this Policy does not apply to, and **we** will not be liable for **Loss** related to or arising out of, the insolvency or bankruptcy of any **Included Entity** that is set forth above and has not qualified as a not-for-profit entity under applicable provisions of the Internal Revenue Code.

All other Policy provisions remain the same.

ADDITIONAL INSURED

In consideration of the premium charged, **we** agree with the **Educational Organization** that, subject always to all other provisions of this Policy,

The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon

is an additional **Insured** but only with respect to a **Wrongful Act** arising out of operations and functions for or on behalf of an **Included Entity**.

All other Policy provisions remain the same.


Authorized Representative

AMENDED GOVERNING LAW AND INTERPRETATION

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that Paragraph 24. of this Policy is amended to read:

24. This Policy shall be governed by and construed in accordance with the internal laws of the State of Oregon, except insofar as such laws may prohibit payment in respect of punitive damages; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

All other Policy provisions remain the same.


Authorized Representative

INSURANCE AND RELATED OPERATIONS EXCLUSION

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that this Policy does not apply to and **we** shall not be liable for any liability of an **Insured** arising out of or resulting from insurance company operations including:

- a. any actual or alleged obligation or duty under an insurance contract;
- b. ownership or operation of a captive insurance company; maintenance of or failure to maintain any self-insurance fund or insurance trust; or default or failure to perform any obligation with respect to a captive insurance company, insurance pool or trust, or self-insurance fund;
- c. membership in, assessments by, or contributions to, an insurance plan, pool, underwriting association, insolvency or guarantee fund or any similar fund;
- d. an error, omission or negligent act in the rendering of insurance services, including underwriting, risk management or claims services;
- e. failure to renew or cancellation of any policy of insurance;
- f. lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under any policy of insurance; or failure or refusal to pay, or any delay in the payment of, any benefits due or alleged to be due under any policy of insurance.

All other Policy provisions remain the same.


Authorized Representative

AMENDED RENEWAL PROVISIONS

In consideration of the premium charged, and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. Paragraph 22. of this Policy is amended to read:

22. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least **60** days before the end of the **Policy Period**.

- a. In the event that **we** learn of a change in the insurability of the risk that **we** deem material within 60 days or less before the end of this Policy and **we** are not then willing to renew at the current standard terms and conditions, **we** will notify the **Educational Organization** of this determination as soon as practicable, and **we** will also advise the **Educational Organization** whether **we** are willing to renew on different terms and conditions before the end of this **Policy Period**.
- b. Under such circumstances, **we** may but are not required to offer the **Educational Organization** the opportunity to purchase a 60-day extension to the expiring Policy. Although this accommodation by **us** would be meant to give the **Educational Organization** that purchases a 60-day extension additional time to make decisions, this extension of the **Policy Period** shall under no circumstances create any additional Policy limits or increase the **Limits of Liability** available to the **Insureds**.

If offered by **us**, the **Educational Organization** may exercise this option by electing in writing before the end of the current **Policy Period** to pay to **us** an additional prorated portion of the current Policy's premium. Payment of the additional premium must be made no later than 10 days following the end of the original **Policy Period**.

2. Paragraph 34. of this Policy is amended to read:

UNINTENDED ERRORS OR OMISSIONS

34. Unless information is subject to a specific supplementary warranty application required by **us**, the failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance, provided such failure or omission is not intentional.

All other Policy provisions remain the same.


Authorized Representative

UE CHANGE OF ADDRESS

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

Paragraph 18. of this Policy is amended to read:

18. All notices of **Claims** under Paragraph 16., or **Incidents** under Paragraph 17., shall be reported in writing to: Claims Department, United Educators Insurance, 7700 Wisconsin Avenue, Suite 500, Bethesda, MD 20814-3556, Fax 301-907-0303, or at newclaims@ue.org or through www.ue.org. If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

All other Policy provisions remain the same.


Authorized Representative

SEAMLESS COVERAGE ENDORSEMENT (ELL with UE CGL/BLX)

In consideration of the respective premiums charged, and subject to all provisions of the respective policies to which this Endorsement applies except where specifically modified by this Endorsement, **we** agree with the **Educational Organization** that:

1. This Endorsement amends certain provisions of the *Educators Legal Liability Policy* (ELL) issued by **us** to the **Educational Organization**. These changes affect the handling of Claims when elements of a Claim are also covered by a UE General Liability policy (CGL or BLX), and broaden the available coverage when both policies are issued by UE.
2. **We** have incorporated for your reference related changes to the *Primary General Liability Policy* (CGL) or *Buffer Excess Liability Policy* (BLX) ("GL Policy") which affect the application of coverage.
3. If the **Educational Organization** is covered only by an ELL Policy or a GL Policy issued by **us**, but not both Policies at the time of the **applicable Occurrence** and **Claim**, then this Endorsement is no longer valid.

APPLICATION OF COVERAGE WHEN BOTH POLICIES APPLY TO A CLAIM

When a Claim covered by this Policy is also covered by a Primary General Liability (CGL) or Buffer Excess (BLX) Policy issued by **us**, the following apply:

4. Only one **Self-Insured Retention** (SIR) or Deductible/Underlying Limit Retention (ULR) will apply, which will be the lower applicable SIR or Deductible/ULR.
5. The Defense and Settlement provisions of the policy with the lower applicable SIR or Deductible/ULR will apply to that Claim under both policies. In the event that the respective SIR or Deductible/ULR are the same, the Defense and Settlement Provisions of the GL Policy will apply to that Claim under both policies.
6. With respect only to the GL and ELL policies issued by **us**, the Other Insurance clauses of the respective GL and ELL policies are replaced by the following: "**We** and the **Insureds** agree to use our best efforts in good faith to reach a fair and equitable allocation of **Damages** and **Defense Costs** between elements of a Claim that may be covered by either Policy."
7. The Limit of Liability of each Policy applies separately to the covered elements of that Claim.
8. As used in this Endorsement, the terms Personal Injury, Occurrence, Deductible and Underlying Limit Retention shall have the same meaning as in the respective GL Policy issued by **us**.

CHANGES TO THIS POLICY (ELL)

9. Coverage is extended to include **Loss** from mental anguish or emotional distress suffered by a student, unless covered by the GL Policy.

10. This policy does not apply to, and we will not be liable for **Loss** related to or arising out of, violation of property rights; false, improper or erroneous service of legal process; violation of, or wrongful interference with, civil rights; or discrimination if such offense was committed with respect to law enforcement and public safety activities of the **Educational Organization**;

Exception: This exclusion shall not apply to any **Claim** alleging a **Wrongful Employment Practice** against an employee, former employee or job applicant.

CONFLICT WITH PREVIOUS VERSIONS

11. In the event that there is a conflict between the provisions of this Endorsement and any previous version, the provisions of this Endorsement shall prevail.

All other Policy provisions remain the same.


Authorized Representative

**United Educators Insurance, a Reciprocal Risk Retention Group
Educators Legal Liability Insurance Policy
(Claims-Made Form)**

(The words "**we**," "**us**," and "**our**," when used in this Policy, refer to United Educators Insurance, a Reciprocal Risk Retention Group, the "Company" issuing this Policy of insurance.)

In consideration of the payment of the premium, in reliance on the statements made and information furnished to **us** in the application and its attachments, and subject to the **Limit of Liability**, exclusions, definitions, conditions and other provisions of this Policy, **we** agree with the **Educational Organization** that:

INSURING AGREEMENT

1. **We** will pay on behalf of the **Insureds** that amount of **Loss** that exceeds the **Self-Insured Retention** up to the **Limit of Liability** as a result of a **Wrongful Act** anywhere for which a **Claim** is first made against an **Insured** during the **Policy Period** and reported to **us** as required by this Policy.

DEFINITIONS

2. This Policy is subject to the following definitions:

Claim means written notice to an **Insured** of the intent to hold the **Insured** liable for the results of a **Wrongful Act**. *[For example, written notices may come in the form of letters from attorneys, demands for arbitration, lawsuits or complaints filed with the Equal Employment Opportunity Commission (EEOC), or equivalent state civil rights enforcement agency.]* **Claim** does not mean investigations, audits or requests for information from government entities or others, including but not limited to accrediting organizations, athletic associations and professional societies. A **Claim** is made at the time an **Insured** receives the first written notice of the **Claim**.

Damages means money compensation that an **Insured** becomes legally obligated to pay as a result of a **Wrongful Act** and includes settlements to which **we** have consented.

However, **Damages** does not include:

- a. any amount for which an **Insured** was already obligated at the time of a **Wrongful Act** including any amount that an **Insured** is obligated to pay under the terms of any contract or agreement, or would have been obligated to pay had that contract remained in effect;
Exception: Paragraph a. of the Definition of **Damages** shall not apply to **Wrongful Acts** arising out of the denial of tenure to a tenure-track faculty member;
- b. the value of tuition or scholarships;
- c. taxes or fines;
- d. punitive or multiplied damages, or penalties imposed under any laws other than
 - (1) civil penalties awarded as compensation to an injured party and measured by actual damages; or
 - (2) where lawfully insurable, punitive or multiplied damages limited to \$1,000,000; or
- e. the cost of compliance with injunctive or other non-monetary relief;
Exception: Paragraph e. does not apply to the cost of credit monitoring services used to mitigate the effects of a security breach resulting in a **Claim** arising out of a **Data Release Wrongful Act**, subject to a sublimit of \$250,000.

*For example, certain **Damages**, subject to all other terms and conditions of this Policy, may be covered by this Policy:*

- *Back pay (under any statute providing for back pay);*
- *Front pay (if it meets the standards for awarding front pay by a court or governmental administrative body);*
- *Other economic damages resulting from covered **Claims**, except amounts owed under contract;*

- o Emotional distress resulting from discrimination against third parties except students;
- o Emotional distress resulting from a **Data Release Wrongful Act**;
- o Willful damages under the federal Age Discrimination in Employment Act, FMLA or Equal Pay Act;
- o Emotional distress arising out of a **Wrongful Employment Practice** involving an employee, former employee, or job applicant;
- o Costs awarded by a court against an **Insured**;
- o Attorneys' fees awarded pursuant to a statute providing fees to a prevailing party; or
- o Prejudgment and postjudgment interest

Data Release Wrongful Act means a **Wrongful Act** arising out of the loss or release of information for which an **Included Entity** has a legal duty to maintain confidentiality.

Date of First Coverage means the date and hour listed in Item F of the Declarations.

Defense Costs means costs and expenses incurred by **us** or with **our** prior approval in defense of **Claims** and includes the cost of arbitration, mediation or other alternative dispute resolution process to which the **Insured** must submit or has submitted with **our** consent. **Defense Costs** does not include the wages or salary of any employee of an **Insured**.

Educational Organization means the entity named as such in Item A of the Declarations.

Extended Discovery Period means the extended period of time, if granted, for reporting **Claims**, during the 12-month period after the end of the **Policy Period** but only for a **Wrongful Act** taking place within the **Policy Period**.

Inception Date means the first date and hour listed in Item B of the Declarations.

Incident means any circumstance that the **Insured** believes may give rise to a **Claim**.

Included Entity means:

- a. the **Educational Organization**;
- b. any not-for-profit organization or entity over which the governing body of the **Educational Organization** exerts effective control and that is named in, and whose accounts are included with or consolidated into, the financial statements submitted to **us** most recently by the **Educational Organization** prior to the rating of the premium for the **Policy Period**; however, no entity or affiliate or subsidiary of any entity that has not qualified as a not-for-profit entity under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;
- c. any entity listed on Schedule A of this Policy; and
- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
 - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
 - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Wrongful Acts** committed prior to the date of acquisition or merger; and

- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by **us** and named on the Policy.

Individual Insureds means:

- a. past, present and future **Trustees**, governing board directors or **Officers** of an **Included Entity**; and
- b. at the option of the **Educational Organization**, any
 - 1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
 - 2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - 3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - 4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - 5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy.

Insureds means the **Included Entities** and the **Individual Insureds**.

Joint Venture means a partnership agreement or joint operating agreement between an **Included Entity** and an entity that is not an **Included Entity** with respect to a common undertaking, enterprise or activity involving joint control.

Limit of Liability means the amounts stated in Item C of the Declarations and is the most **we** will pay for **Loss** respectively for each **Claim** and in the aggregate for all **Claims** first made during the **Policy Period**.

Loss means **Damages** and **Defense Costs**.

Officer means any corporate officer of an **Included Entity** whether or not an employee; and any president, chancellor, provosts, treasurer, vice presidents, deans, or other comparable senior administrators of any **Included Entity**.

Outside Entity means an entity which is not an **Included Entity** and which is:

- a. a corporation, foundation or other entity exempt from income tax under Section 501(c)(3) of the Internal Revenue Code, or
- b. listed of Schedule Z of this Policy.

Policy Period means the period from the **Inception Date** until the earlier of the last date and hour listed in Item B of the Declarations or the date and hour of cancellation of this Policy.

Professional Services means acts that may be legally performed only by a person holding a professional license, regardless of whether the person is licensed or not; or any services for which an **Individual Insured** is compensated by any party other than an **Included Entity**.

Reporting Officer means a position equivalent to any of the below of the **Educational Organization**:

- a. President, Chancellor or Head of School;
- b. Provost or Chief Academic Officer;
- c. VP of Finance, Chief Financial Officer, VP of Administration, or Chief Business Officer;
- d. VP of Legal Affairs or General Counsel; or
- e. VP of Student Affairs.

Self-Insured Retention means the uninsured amount of **Loss** that the **Insureds** must first pay for each **Claim** before we pay **Loss** for that **Claim**.

Trustee means any past, present or future member of the Board of Regents, Board of Trustees, Board of Governors or Board of Directors of the **Educational Organization** and includes the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt member of the above, and spouses or domestic partners of the above to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners.

Wrongful Act means any actual or alleged error, omission, act, misstatement, neglect or breach of duty in the discharge of duties to or on behalf of an **Included Entity**.

*[For example, for covered **Damages** and subject to all other terms and conditions of this Policy, following are **Wrongful Acts** that may be covered by this Policy:*

- o unlawful discrimination or violation of civil rights; sexual harassment; wrongful termination of employment;
- o failure to hire or promote, denial or removal of tenure; constructive discharge; breach of an individual employment contract;
- o failure to properly manage charitable trust services;
- o breach of fiduciary duty arising out of the management of an endowment;
- o peer review not arising out of the performance of medical services;
- o unlawful discrimination in the terms and conditions of employment;
- o failure to grant due process; educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance or counseling, improper or inappropriate academic placement or discipline;
- o invasion of privacy or humiliation;
- o infringement of copyright, trademark or patent;
- o plagiarism or idea misappropriation; or
- o oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, including any such publication to the Internet, in a book, newspaper or other publication of the **Educational Organization**, or broadcast over, a radio, cable or television station owned or operated by the **Educational Organization**.]

Wrongful Employment Practice means a **Wrongful Act** arising out of the employment relationship.

SELF-INSURED RETENTION AND ORDER OF PAYMENTS

3. Only one **Self-Insured Retention** amount shall be applied to each **Claim** which amount shall be the largest of the applicable amounts determined under clauses a. or b. below. The **Self-Insured Retention** amount that applies:
 - a. to each **Claim** against a governing board director, **Trustee** or **Officer** who cannot be lawfully indemnified by the **Educational Organization** for that **Claim** is the amount stated in Item D(i) of the Declarations, and
 - b. to each **Claim** against any other **Insured**
 - (1) by or on behalf of an employee alleging a **Wrongful Employment Practice** is the amount specified in Item D(ii) of the Declarations; and

- (2) for a **Wrongful Act** other than a **Wrongful Employment Practice** is the amount specified in Item D(iii) of the Declarations.
4. When the **Wrongful Acts** alleged by an individual are related so that they reasonably constitute one course of conduct, they shall be considered to give rise to a single **Claim** and only one **Self-Insured Retention** must be satisfied. **Wrongful Acts** alleged by different individuals shall be considered to give rise to separate **Claims** and separate **Self-Insured Retentions** must be satisfied for each individual's **Claim**.
- Exception:** Only a single **Self-Insured Retention** must be satisfied when (i) a class action administrative or judicial proceeding is pending, or (ii) it is established that a pattern or practice of discrimination or an **Insured's** institutional policy, practice or procedure affects more than one individual seeking to hold the **Insured** liable for the results of a **Wrongful Act**.
5. The **Educational Organization** agrees that in the event of a covered **Loss** that, in aggregate, exceeds the **Limit of Liability** of this Policy, **we** shall:
- first pay such **Loss** on behalf of any covered **Individual Insureds** listed in part a. of that Definition;
 - then with respect to whatever remaining amount of **Limit of Liability** is available after payment of such **Loss**, pay any remainder on behalf of the **Educational Organization**.
- Nothing in this Paragraph shall be construed to increase the **Limit of Liability** available under this Policy.

PRE-CLAIM ADVICE CREDIT

6. If, at the option of the **Educational Organization**, an **Insured** obtains advice from counsel selected by **us** to assist the **Insured** with any **Incident**, and that **Incident** subsequently develops into a **Claim** that is reported to **us** in accordance with the provisions of this Policy, then the amounts expended by the **Insured** or the **Educational Organization** for the advice of such counsel shall reduce the **Self-Insured Retention** applicable to that **Claim**. The reduction of the **Self-Insured Retention** shall not exceed \$10,000 for any **Claim**.

LIMIT OF LIABILITY

7. Regardless of the number of **Insureds**, parties who sustain injuries, or **Claims** made on account of one or more **Wrongful Acts**:
- our** liability for **Loss** arising out of one **Claim** is limited to the amount stated in Item C of the Declarations as applicable to "Each **Claim**" (except to the extent that the Annual Aggregate limit has been exhausted by payment of **Loss**); and
 - our** liability for all **Loss** arising out of all **Claims** first made in the **Policy Period** is limited to the amount stated in Item C of the Declarations as "Annual Aggregate."

DEFENSE AND SETTLEMENT

8. Either Select Defense Counsel or Approved Defense Counsel, as designated in Item G of the Declarations, applies to this Policy.

When Select Defense Counsel applies:

- We** shall have the right to appoint counsel to defend **Claims** covered by this Policy as **we** deem necessary.
- As a condition precedent to their rights under this Policy with respect to any **Claim**, the **Educational Organization** and the **Insureds** shall fully cooperate with **us** and with defense counsel **we** appoint.
- The **Insured** shall pay **Loss** up to the **Self-Insured Retention** amount before **we** are obligated to pay **Loss**. **Defense Costs** that exceed the **Self-Insured Retention** will be paid by **us** in addition to, and will not be subject to, the **Limit of Liability**.

- d. After the **Limit of Liability** has been exhausted by the payment of **Damages**, **we** shall have no further obligation to any **Insured**.

When Approved Defense Counsel applies:

- a. The **Educational Organization** shall appoint counsel and defend **Claims**.
 - b. As a condition precedent to their rights under this Policy with respect to any **Claim**, the **Educational Organization** and the **Insureds** shall obtain **our** approval prior to appointing counsel, which approval **we** will not unreasonably withhold or delay, and revoke that counsel's appointment at **our** request; exercise their best efforts and act in good faith in defending **Claims**; keep **us** informed regularly on the conduct of the defense; and notify **us** immediately of any settlement demand or trial date.
 - c. The **Insureds** shall first pay **Loss** up to the **Self-Insured Retention** amount that applies to each **Claim** before **we** are obligated to pay **Loss** for that **Claim**. After the **Insureds** have paid the **Self-Insured Retention** amount, and subject to the **Limit of Liability**, **we** shall pay **Defense Costs** that exceed the **Self-Insured Retention** amount.
 - d. After the **Limit of Liability** has been exhausted by the payment of **Loss**, **we** shall have no further obligation to any **Insured**.
9. If more than one **Insured** is involved in any **Claim**, **we** may decline to appoint or approve separate counsel for the **Insureds** unless there is a material conflict of interest among them. Notwithstanding any other provision of this Policy, where there is a material conflict of interest among **Insureds** involved in a **Claim**, **we** shall have the right to appoint counsel to defend the **Individual Insureds** in that **Claim**. As a condition precedent to their rights under this Policy with respect to the **Claim**, the **Individual Insureds** shall fully cooperate with **us** and with defense counsel **we** appoint.
 10. **Defense Costs** incurred by an **Insured** without **our** prior written consent (which **we** will not unreasonably withhold or delay), including any such costs incurred prior to written notice to **us** of a **Claim** and **our** appointment or approval of defense counsel, will not count toward the **Insureds' Self-Insured Retention** obligations and **we** will not be liable for any such costs.
 11. No **Insured** shall admit any liability or, without **our** prior consent (which **we** will not unreasonably withhold or delay), make any payment, propose any settlement, settle any **Claim**, or incur any expense except for amounts for which no **Self-Insured Retention** satisfaction or payment is sought by the **Insured** under this Policy.
 12. **We** will not settle any **Claim** without the agreement of the **Insured**. If the **Insureds** refuse to consent to a reasonable settlement **we** recommend that is acceptable to a claimant, **our** liability for **Loss** for that **Claim** is limited to the amount of **Damages** for which the **Claim** could have been settled and **Defense Costs** incurred by **us** or with **our** consent up to the date of such refusal.
 13. **We** may appeal any judgment on behalf of the **Insureds**, but **we** are not obligated to do so. If **we** appeal any judgment, **we** will do so at **our** own cost and the **Insureds** agree to cooperate with **us** in that appeal. If **we** elect not to appeal, the **Insureds** may appeal at their own cost, but **our** liability for **Loss** shall not exceed the amount for which **we** were liable prior to such appeal.
 14. The **Insureds** and **we** agree to use our best efforts in good faith to reach a fair and equitable allocation of **Loss** between covered and non-covered elements of any **Claim**.

EXCLUSIONS

15. This policy does not apply to, and **we** will not be liable for **Loss** related to or arising out of:
 - a. any matter, fact or circumstance that, prior to the **Date of First Coverage**, was the subject of prior litigation, court order, settlement agreement, or notice to an insurer that attaches coverage for that **Claim** under any other policy for which this Policy is a renewal or replacement of;

- b. any circumstance that any **Reporting Officer**, prior to the **Date of First Coverage**, had any reasonable basis to believe might lead to a **Claim**;
Exception: This exclusion shall not apply to any **Claim** first made more than three years after the **Date of First Coverage**;
- c. any **Wrongful Act** committed by any **Insured** with the knowledge that it was unlawful or with the intent to harm or injure if a judgment or final adjudication establishes such knowledge or intent (the knowledge or intent of an **Individual Insured** shall not be imputed to any other **Insured**, except that the knowledge or intent of a **Reporting Officer** acting in his or her official capacity shall be imputed to the **Included Entity**);
- d. the gaining of any illegal or unjust profit, remuneration or economic advantage, or the violation of any antitrust or unfair trade practices laws if a judgment or final adjudication establishes such gain or violation;
- e. except as otherwise provided by endorsement to this Policy, the administration of any employee benefit plan or any violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) or any similar statute, regulation, ordinance, order or edict of any jurisdiction or political subdivision (whether or not in the United States);
- f. any **Claim** brought against an **Insured** by or on behalf of an **Included Entity** or any entity that is a subsidiary of, under the control of, under common management or control with, or that manages or controls, an **Included Entity**; or any **Claim** by or on behalf of a **Joint Venture** or any owner, partner or participant in a **Joint Venture**;
- g. performing or failing to perform any **Professional Services** other than:
 - (i) the education or teaching of students;
 - (ii) accounting services performed for the **Educational Organization** by an accountant who is an employee of the **Educational Organization**;
 - (iii) legal services performed by an attorney who is an employee of the **Educational Organization** while functioning as counsel to the **Educational Organization**;
 - (iv) charitable trust management performed for or on behalf of the **Educational Organization** by an employee of the **Educational Organization**; or
 - (v) notary services performed by an employee of the **Educational Organization**;
- h. bodily injury, death, mental injury or emotional distress, shock, sickness, disease or disability from any cause including but not limited to assault and battery, sexual harassment, rape, molestation or any negligence such as negligent hiring, training, retention, supervision or referral of employees, or negligent supervision of students;
Exception: This exclusion shall not apply to mental injury or emotional distress arising out of:
 - (i) a **Wrongful Employment Practice** against an employee, former employee or job applicant;
 - (ii) sexual harassment or other unlawful discrimination against any individual other than a student of the **Educational Organization**, or
 - (iii) a **Data Release Wrongful Act**;
- i. physical injury to or destruction of tangible property (which, for all purposes of this exclusion, shall include electronic data) including loss of use if the loss of use results from the physical injury or destruction of the property, loss of use of or diminished value of tangible property that has not been physically injured or destroyed, and consequential damage or evacuation loss resulting from any actual or threatened physical injury or destruction of tangible property;
- j. assault or battery;
- k. the breach of any written, oral or implied contract;
Exception: This exclusion shall not apply to **Defense Costs** and **Damages** for the breach of an individual employment contract or a contract with a student for educational services;
- l. any violation of a collective bargaining agreement or of the National Labor Relations Act or any other similar law, statute, ordinance or regulation that governs labor-management relations;
- m. storage, disposal, discharge, dispersal, release, growth, or escape of bacteria, fungi (which includes, but is not limited to, any form or type of mold, mushroom, or mildew), spores (which includes any reproductive body produced by or arising out of fungi), smoke, vapors, soot, fumes, acids, alkalis, toxic substances, chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants of any kind into or upon land, in or into any building, or into the atmosphere or any watercourse or body of water whether above ground or underground, or in

any other place; removal of or failure to remove asbestos or materials containing asbestos, lead or radon; radioactive materials or radioactive contamination; electromagnetic fields; or the failure to test for, cleanup, mitigate, protect or warn against, or monitor any of the above under any circumstances;

Exception: This exclusion shall not apply to retaliation against any person for exercising any rights or duties under any law, statute or regulation to test for, cleanup, mitigate, protect or warn against or monitor any of these;

- n. any **Insured** serving or having served as a member of the board of trustees or board of directors, or as an officer of any entity other than an **Included Entity** or an **Outside Entity**;

Exception: This exclusion does not apply to an **Insured** with respect to service as a director, trustee or officer of an **Outside Entity**, but this Exception:

- (1) applies only if the **Individual Insured** serves in such capacity at the direction or request of the **Educational Organization** or if service in such capacity is or was part of the duties regularly assigned to the **Individual Insured** by an **Included Entity** and only to the extent that an **Individual Insured** is indemnified by an **Included Entity** for that service;
- (2) does not extend to any **Outside Entity** or to any person other than an **Individual Insured**;
- (3) is specifically excess of any indemnity or insurance (other than that provided by an **Included Entity**) available to an **Insured** by reason of service to an **Outside Entity**, including any indemnity or insurance available from or provided by the **Outside Entity**;
- (4) does not extend to **Loss** on account of any **Claim** for a **Wrongful Act** prior to or subsequent to the dates during which the **Individual Insured** qualified for coverage under clause (1) above; and

does not extend to **Loss** related to or arising out of any **Claim** brought against an **Insured** by or on behalf of the **Outside Entity** or any director, trustee, officer or employee of that **Outside Entity**;

- o. any violation of the Fair Labor Standards Act or any other law, regulation or statute that regulates the wages or hours of employment;

Exception: This exclusion shall not apply to 1) the Equal Pay Act, or 2) any retaliation for exercising any rights or duties under any such law, statute or regulation;

- p. any **Claim** seeking solely injunctive or non-monetary relief (for purposes of this exclusion, "injunctive or non-monetary relief" shall include claimants' attorneys' fees and costs); however, with respect to any such **Claim** we will pay 75% of the **Defense Costs** that exceed the **Self-Insured Retention** amount and the **Educational Organization** will pay the remainder of those **Defense Costs** [For example: **Defense Costs** are \$425,000. The applicable **Self-Insured Retention** amount is \$25,000. After the **Insureds** have paid the **Self-Insured Retention** of \$25,000, we will pay \$300,000 and the **Insureds** will pay \$100,000.]

Exception: This exclusion shall not apply if 1) Select Defense Counsel applies to the **Claim**, or 2) the **Self-Insured Retentions** set forth in items D(ii) and D(iii) of the Declarations are each \$100,000 or greater;

or

- q. any demand for the return of funds or gifts brought by or on behalf of a government agency or other entity or person, or any actual or alleged violation of the False Claims Act or similar laws;

Exception: This exclusion shall not apply to retaliation against any person for exercising any rights or duties under the False Claims Act or similar laws;

NOTICE OF CLAIMS AND WRONGFUL ACTS

16. As a condition precedent to an **Insured's** rights under this Policy the **Insured** or the **Educational Organization** must give us written notice of any **Claim** as soon as reasonably practicable and promptly and fully give us such information with regard to that **Claim** as we may require. If this Policy is not renewed, then (subject always to the preceding sentence) the **Insured** or the **Educational Organization** must give us written notice of any **Claim** no later than 60 days after the end of the **Policy Period** or, if all conditions of Paragraph 23. have been satisfied, no later than the end of the 12 month period after the end of the **Policy Period**.

17. If during the **Policy Period** an **Insured** first becomes aware of any **Incident**, and gives **us** written notice of that **Incident** prior to the end of the **Policy Period**, including the nature of the **Incident**, the name of potentially damaged parties, and the manner in which the **Insured** first became aware of the **Incident**, then any **Claim** subsequently made arising out of that **Incident** will be deemed to have been made during the **Policy Period**.
18. All notices of **Claims** under Paragraph 16., or **Incidents** under Paragraph 17., shall be reported in writing to: Claims Department, United Educators Insurance, Two Wisconsin Circle, Fourth Floor, Chevy Chase, MD 20815, Fax 301-907-0303, or at newclaims@ue.org or through www.ue.org. If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

INDEMNIFICATION OF INDIVIDUAL INSUREDS

19. The **Educational Organization** agrees to indemnify **Individual Insureds** to the full extent permitted by applicable law.

CANCELLATION AND NONRENEWAL

20. The **Educational Organization** may cancel this Policy for itself and all other **Insureds** by surrendering it to **us** or by written notice to **us** by certified mail at the address in Paragraph 18. stating when (not less than 10 days thereafter) the cancellation will become effective. **We** may cancel this Policy only in the event any payment of premium is not made when due and payable, by mailing written notice by certified mail to the **Educational Organization** at the last mailing address known by **us** stating when, not less than 10 days thereafter, such cancellation will become effective.
21. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. If the **Educational Organization** cancels this Policy, earned premium will be calculated in accordance with the customary short rate table and procedure. Premium adjustment will be made as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
22. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** will give the **Educational Organization** written notice at least 60 days before the end of the **Policy Period**.

EXTENDED DISCOVERY PERIOD

23. If **we** are unable to agree with the **Educational Organization** to a renewal at the end of the **Policy Period**, the **Educational Organization** shall have the right, upon payment of additional premium of 100% of the annual premium of this Policy, to an **Extended Discovery Period** for the coverage granted by this Policy; but
- a. the right to an **Extended Discovery Period** must be exercised by notice to **us** in writing and payment of the additional premium must be made no later than 10 days following the end of the **Policy Period**;
 - b. any **Claim** first made during the **Extended Discovery Period** will be treated as a **Claim** first made during the **Policy Period** and is subject to the **Limit of Liability** and **Self-Insured Retention** amounts applicable to the **Policy Period**;
 - c. this Policy does not cover any **Claim** that is covered in whole or in part by any policy of insurance that replaces this Policy or that succeeds this Policy in time; and
 - d. the additional premium will be considered fully earned on the first day of the **Extended Discovery Period**.

GOVERNING LAW AND INTERPRETATION

24. This Policy shall be governed by and construed in accordance with the internal laws of the State of New York, except insofar as such laws may prohibit payment of punitive damages; however, the provisions, stipulations, exclusions and conditions of this Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

DISPUTE RESOLUTION

25. Any and all disputes arising out of or related to this agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties.

COMPLIANCE WITH APPLICABLE UNITED STATES SANCTIONS

26. This insurance does not apply when **we** are prohibited from providing insurance by virtue of any United States laws or regulations.

CURRENCY

27. All premiums, **Limit of Liability**, **Self Insured Retention**, **Loss**, and all other monetary amounts used in this Policy are expressed and payable in United States currency.

OTHER INSURANCE

28. This Policy shall at all times be excess over any other valid and collectible insurance (including any insurance naming the **Insured** as "additional insured") available to the **Insured** other than insurance that is expressly and specifically excess of the limits of this Policy, and nothing in this Policy shall be construed to require this Policy to contribute with, or subject this Policy to the conditions of any other insurance. We will not defend or pay any **Defense Costs** of any **Claim** that another insurer has a duty to defend.

REPRESENTATION AND SEVERABILITY

29. Except as respects:
- the giving of notice of **Claim** or circumstance pursuant to Paragraphs 16. and 17.,
 - giving of notice to exercise the Discovery Period and payment of additional premium under Paragraph 23., and
 - The order of payments provisions in paragraph 5,
- the **Educational Organization** agrees to act on behalf of all **Insureds** with respect to all matters under this Policy, including without limitation payment of premium, negotiation of the terms of renewal, the adjustment, settlement and payment of **Claims**, resolution of disputes, allocation of the proceeds of this Policy, the giving and receiving of notice of cancellation, the giving of notice to persons whom the **Educational Organization** chooses to not make an **Individual Insured**, and the receiving of any return premiums that may become due. The **Insureds** agree that the **Educational**

Organization shall act on their behalf. Notice to the **Educational Organization** at the last mailing address known by **us** shall constitute notice to all **Insureds**.

30. Solely with regard to the **Trustees**:
- the statements and representations in the Application for Insurance will be deemed to be a separate application for each **Trustee** and no fact pertaining to or knowledge possessed by any **Trustee** or **Officer** shall be imputed to any other **Trustee** for the purpose of determining whether coverage is available, and
 - subject to all other terms and conditions of this Policy, this coverage shall not be rescinded by **us** for any reason whatsoever.
31. In the event that any provision of this Policy shall be declared to be or deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the remaining portion of this Policy.

SUBROGATION

32. In the event of any payment under this Policy, **we** shall be subrogated to all rights of recovery of any **Insured** against any person or organization, and the **Insureds** agree to execute and deliver such instruments and papers as necessary to secure such rights and to do nothing to prejudice such rights after the **Wrongful Act**. **We** agree to waive any right of recovery **we** may have against any person or organization when the **Educational Organization** has agreed to such waiver prior to a **Wrongful Act**.

ALTERATION AND ASSIGNMENT

33. No change in, modification of, or assignment of interest under this Policy will be effective except when made by a written endorsement to this Policy that is signed by **our** authorized representative.

UNINTENDED ERRORS AND OMISSIONS

34. The failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance provided such failure or omission is not intentional.

HEADINGS

35. The descriptions in the headings and subheadings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy.

IN WITNESS WHEREOF, United Educators Insurance, a Reciprocal Risk Retention Group has caused this Policy to be signed by its President.


Authorized Representative

Internships and Professional Liability

University of Oregon
D77-94G
07/01/2019 to 07/01/2020



Policy Number: D77-94G

NOTICE

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

INTERNSHIPS AND PROFESSIONAL LIABILITY

CLAIMS-MADE INSURANCE POLICY (**Defense Costs** outside **Limit of Liability**)

DECLARATIONS

- Item 1. **Educational Organization:** University of Oregon
Address: Office of Risk Management
1260 University of Oregon
Eugene, OR 97403-1260
- Item 2. **Policy Period:** From July 01, 2019 to July 01, 2020
12:01 A.M. at the address stated in Item 1 above.
- Item 3. **Limits of Liability:**
\$3,000,000 Each **Claim**
\$6,000,000 Annual Aggregate
- Item 4. **Self Insured Retention:**
(a) \$0 For **Claims** solely made against **Covered Students**
(b) \$250,000 Per **Claim** for all other **Insureds**
- Item 5. **Date of First Coverage:** July 01, 2012
12:01 A.M. at the address stated in item 1. above.
- Item 6. **Applicable Initial Forms and Schedules:**
Form: IPL 04-2018
Schedule(s): Schedule of Internship Programs and Professional Services
- Item 7. **Applicable Initial Endorsements:**
Internship and Professional Liability attached Endorsements
Endorsement Total Description
IPL650G 1 Amended Policy Provisions

Schedule of Internship Programs and Professional Services

Internship Programs

None

Professional Services

None

AMENDED POLICY PROVISIONS

In consideration of the premium charged and always subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. The following definitions in Paragraph 2. of this policy are amended to read:

Healthcare Services is means:

1. any medical, psychological, or mental health counseling services provided at any clinic, event, mobile health unit or facility, owned or operated by the **Educational Organization** primarily serving:
 - a. students, faculty, or staff of the **Educational Organization**, and the families of the foregoing;
 - b. **Members of the Public**, but only if provided or performed in connection with a related academic program of the **Educational Organization** which grants a degree or certificate in that healthcare profession by providing:
 - i. a clinical learning opportunity for students; or
 - ii. continuing education for faculty members; and
2. any medical services provided by employed and volunteer **Insureds** primarily to students, faculty or staff of the **Educational Organization** for authorized athletic or sporting events, including athletic training activities, whether on or away from campus.

2. Paragraph 5. Exception w. is amended to read:

- w. legal services provided to any person who is not an **Insured**;
Exception: This exclusion does not apply to legal services:
 - i. listed on the Schedule of **Internship Programs** and **Professional Services** of this Policy;
 - ii. provided in connection with a clinical learning opportunity for students of the **Educational Organization** at a legal clinic owned or operated by the **Educational Organization**; or
 - iii. provided by **Covered Students** in an **Internship Program**;

All other Policy provisions remain the same.


Authorized Representative

**United Educators Insurance, a Reciprocal Risk Retention Group
Internships and Professional Liability Policy
(Claims Made, Defense Costs outside Limit of Liability)**

(The words "**we**," "**us**," and "**our**," when used in this Policy, refer to United Educators Insurance, a Reciprocal Risk Retention Group, the Company issuing this Policy of insurance.)

In consideration of the payment of the premium, and in reliance on the statements made and information furnished to **us** in the application and attachments, and subject to the **Limit of Liability**, exclusions, definitions, conditions and other provisions of this Policy, **we** agree with the **Educational Organization** that:

1. INSURING AGREEMENT

We will pay on behalf of the **Educational Organization, Included Entities**, any **Individual Insureds** or any other **Insureds**:

- a. all **Damages** up to the **Limit of Liability** of the Policy; and
- b. all reasonable **Defense Costs** incurred by us or by the **Insureds** with our prior consent in addition to the **Limit of Liability**,

as a result of a **Wrongful Act** in the performance or failure to perform an **Internship Program** or the rendering or failure to render a **Professional Service** anywhere in the world for which a **Claim** is first made against the **Insured** during the **Policy Period** and reported to **us** as required by this Policy. This Policy is subject to a **Deductible**.

2. DEFINITIONS

This Policy is subject to the following Definitions:

Claim means a written notice to an **Insured** of the intent to hold the **Insured** liable for monetary damages for the results of a **Wrongful Act**, and includes a lawsuit or an arbitration proceeding to which the **Insured** is required to submit or to which the **Insured** has submitted with **our** consent. **Claim** does not mean investigations, audits or requests for information from government entities or others, including but not limited to accrediting organizations, athletic associations and professional societies. All **Claims** (regardless of whether they involve one or more **Insureds**) arising out of the same **Wrongful Act** or related **Wrongful Acts** shall be considered one **Claim**. A **Claim** is made at the time an **Insured** receives the first written notice of the **Claim**.

Covered Students means:

- a. students of the **Educational Organization** while in an **Internship Program**; or
- b. a graduate of the **Educational Organization** who began an **Internship Program** prior to the date of graduation and continues to participate in that **Internship Program**, for up to 150 days after that date;

while under the supervision, direction or control of any person described in Paragraph b.i. of the definition of **Individual Insured**.

Damages means the amount that the **Insureds** become legally obligated to pay as a result of a **Wrongful Act**.

Damages does not include:

- a. taxes, fines, punitive or exemplary damages, or penalties imposed by law, or interest on any of the foregoing;
- b. the cost of compliance with equitable or injunctive relief; or
- c. any matters uninsurable under the law pursuant to which this Policy shall be construed.

Date of First Coverage means the date and hour listed in item 5. of the Declarations.

Deductible means the amount of **Damages** and **Defense Costs** for which the **Insureds** are liable and must reimburse us within 30 days of the billing date with respect to each **Claim**, and

- a. is in the amount shown in Item 4.(a) of the Declarations for **Claims** made solely against **Covered Students** when there are no other **Insureds** named as defendants; or
- b. is the amount shown in item 4.(b) of the Declarations for all other **Claims**.

In the event that the **Insureds** have not reimbursed us for a **Deductible** obligation within 60 days, we may charge an interest rate of 3% per year.

Under Section 111 of the Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007, we are not the Responsible Reporting Entity (RRE) for any payments for medical services made by the **Insured**.

Defense Costs means:

- a. the fees and expenses of investigation and defense; and
- b. the costs of appeal or similar bonds for face amounts up to the **Limit of Liability**, incurred in the defense of **Claims** and includes reasonable attorney's fees and disbursements; but **Defense Costs** does not include the wages or salary of any employee or any **Insured** or the Company.

Educational Organization means the entity or association named as such in Item 1. of the Declarations.

Extended Discovery Period means, if granted, the 12-month period after the end of the **Policy Period** for reporting **Claims**, but only for a **Wrongful Act** which first takes place before the end of the **Policy Period**.

Healthcare Services means any medical, psychological, or mental health counseling services provided at any clinic, event, mobile health unit or facility, owned or operated by the **Educational Organization** primarily serving either:

- a. students, faculty, or staff of the **Educational Organization**, and the families of the foregoing; or
- b. **Members of the Public**,

but only if provided or performed in connection with a related academic program of the **Educational Organization** which grants a degree or certificate in that healthcare profession by providing:

- i. a clinical learning opportunity for students; or
- ii. continuing education for faculty members;

Incident means any event, condition or alleged **Wrongful Act** which may result in a **Claim**.

Included Entity means the **Educational Organization** and any entity listed on the Schedule of **Included Entities** of this Policy.

Individual Insureds means the individual persons who, at the time of any **Wrongful Act**, were or are:

- a. any trustee, officer or administrator of the **Educational Organization** but only with respect to a **Wrongful Act** committed by, or allegedly committed by, an **Individual Insured** whose acts are attributed to the **Educational Organization**, trustee officer or administrator, or for whose acts the **Educational Organization**, trustee, officer or administrator is liable ;
- b. at the option of the **Educational Organization**, any:
 - i. members of the faculty, instructors, adjunct instructors, teachers or other professionals, whether or not employees, who instruct or supervise students in an **Internship Program**, but only with respect to a **Wrongful Act** in an **Internship Program** for which act the instructor or supervisor is liable;
 - ii. **Covered Students**;
 - iii. employees and uncompensated volunteers of the **Educational Organization** while providing **Professional Services**;

but only with respect to **Wrongful Acts** committed or allegedly committed within the scope of their duties or obligations in their respective **Insured** capacities as described in paragraphs a. through b. above.

Insured means:

- a. the **Educational Organization**, any **Individual Insured** and any **Included Entity**;
- b. at the option of the **Educational Organization** and prior to a **Wrongful Act**, any **Internship Host** to whom the **Educational Organization** is obligated by virtue of a written contract or agreement to provide liability insurance such as is afforded by this Policy, but only with respect to a **Wrongful Act** in an **Internship Program** for whose **Wrongful Act** that organization is liable.

Other than as provided in item b. above, an independent contractor is not an **Insured** unless specifically endorsed to this Policy.

Internship Host means:

- a. any entity or organization that, subject to a prior written agreement with the **Educational Organization**, hosts an **Internship Program** for **Covered Students**; or
- b. any other entity or organization that hosts an **Internship Program** to **Covered Students** in satisfaction of course requirements.

Internship Program means any practicum, clinical training, externship or internship:

- a. that is provided either by the **Educational Organization** for its students or provided by any **Internship Host**; or
- b. designated in the Schedule of **Internship Programs** and **Professional Services** of this Policy;

but only while students are under the direction, control and supervision of the **Educational Organization** or **Internship Host**.

Joint Venture means a partnership agreement or joint operating agreement between an **Included Entity** and an entity that is not an **Included Entity** with respect to a common undertaking, enterprise or activity involving joint control.

Limit of Liability means the amount of **Damages** stated in Item 3. of the Declarations applicable to each **Claim** and in the aggregate annually for all **Claims** covered by this Policy.

Members of the Public means individuals other than students, faculty, or staff of the **Educational Organization** and families of the foregoing.

Policy Period means the period from the first date and hour listed in Item 2. of the Declarations until the earlier of the last date and hour listed in Item 2. of the Declarations or the date and hour of cancellation of this Policy.

Professional Service means:

- a. any **Healthcare Services**;
- b. any engineering, architecture, veterinary, law; or social work services; or
- c. any activity designated in the Schedule of **Internship Programs** and **Professional Services** of this Policy,

but only if the **Professional Service** is performed by an employee, faculty member, student, uncompensated volunteer, or independent contractor of an **Included Entity**, and only while acting within the scope of his or her duties assigned by an **Included Entity**.

Professional Service does not include any activity for which an individual is compensated by any party other than an **Included Entity**.

Wrongful Act means any actual or alleged error, omission, act, misstatement, neglect or breach of duty.

Wrongful Employment Practices means wrongful acts against or wrongful treatment of an employee, former employee or applicant for employment by an **Included Entity** in its capacity as employer or by any person for whose conduct or misconduct the **Included Entity** is liable, including wrongful failure to hire, retain or promote; wrongful discrimination in the terms or conditions of employment, including sexual harassment; wrongful demotion, termination of employment, or discipline; failure to grant due process; the granting or removal of tenure; defamation or retaliation.

3. LIMIT OF LIABILITY

- a. Regardless of the number of **Insureds**, parties who sustain injuries or **Claims** made or suits brought on account of one or more **Wrongful Acts**:
 - i. **Our** liability for all **Damages** arising out of one **Claim** is limited to the amount stated in Item 3. of the Declarations as applicable to "Each **Claim**" (except to the extent that the Annual Aggregate limit has been exhausted by **Damages** from other **Claims**); and
 - ii. **Our** liability for all **Damages** arising out of all **Claims** first made in the **Policy Period** is limited to the amount stated in Item 3. of the Declarations as "Annual Aggregate."
- b. After the applicable **Limit of Liability** has been exhausted by payment of **Damages**, we have no further obligation to any **Insured**.
- c. **Defense Costs** shall be paid by us in addition to the **Limit of Liability** of this Policy.

4. DEFENSE AND SETTLEMENT

- a. **We** have the right and duty to appoint counsel and to defend lawsuits covered by this Policy, even if groundless, false or fraudulent, and at **our** option to investigate and settle any **Claim**.
- b. As a condition precedent to their rights under this Policy with respect to any **Claim**, the **Insureds** shall fully cooperate with us and with defense counsel we appoint.
- c. If more than one **Insured** is involved in a **Claim**, we may decline to appoint or approve separate counsel for the **Insureds** unless there is a material conflict of interest among them. Notwithstanding any other provision of this Policy, where there is a material conflict of interest among **Insureds** involving a **Claim**, we shall have the right to appoint counsel to defend each of the **Insureds** in that **Claim**.
- d. The **Insureds** shall immediately notify us of any settlement demand made with respect to any **Claim**. No **Insured** shall admit any liability or, without **our** prior consent, make any payment, propose any settlement, settle any **Claim**, or incur any expense except for amounts for which no payment is sought by the **Insured** under this Policy.
- e. If the **Insured** elects not to appeal a judgment, we may appeal, but in no event shall **our** liability for **Damages** exceed the **Limit of Liability** of this Policy applicable to each **Claim** and in the aggregate for all **Claims**.
- f. The **Insureds** and we agree to use **our** best efforts in good faith to reach a fair and equitable allocation of **Damages** between covered and non-covered elements of any **Claim**. In determining a fair and appropriate allocation of **Loss**, the **Insureds** and we will take into account the relative legal and financial exposures in connection with the defense or resolution of the **Claim** by the **Insured** and others.

5. EXCLUSIONS

This Policy does not apply to and we will not defend any **Claim**, or pay any amounts related to, arising out of, based upon or in any way involving:

- a. any **Claim** already made against any **Insured** at the **Date of First Coverage**; or any **Wrongful Act** that, prior to the **Date of First Coverage**, any **Insured** had any reasonable basis to believe might lead to a **Claim**;

- b. any program of education or training, or any practicum, field work experience, clinical training, externship or internship that is not an **Internship Program**; or any service that is not a **Professional Service**;
 - c. any **Wrongful Act** while an **Insured's** license or certification to practice his/her profession or the license under which he/she is practicing has been suspended, revoked or surrendered;
 - d. any express warranty or guarantee of performance or result;
 - e. **Professional Services** performed by, or **Internship Programs** involving:
 - i. medical students, medical interns, medical residents, or any other physicians in training;
 - ii. osteopathic doctors or dentists in training;
 - iii. chiropractors, midwives, anesthetists; or
 - iv. nuclear, or aerospace engineers;
 - f. any treatment, diagnosis, or any other services provided at:
 - i. a medical facility with overnight beds that primarily services individuals other than students, faculty, staff and families of the **Educational Organization**, or any entity that is a part of a hospital, healthcare system, urgent care facility, or medical school; or
 - ii. any clinic, event, mobile health unit or facility that primarily provides specialized treatment or diagnosis for:
 - (1) heart disease;
 - (2) cancer,
 - (3) neurological or nervous system disease;
 - (4) autoimmune disease;
 - (5) intellectual disability;
 - (6) genetic disease; or
 - (7) any other organ failure, or terminal disease, illness or condition;
- Exception:** This Exclusion does not apply to any **Internship Programs**.
- g. any surgery;
Exception: This Exclusion does not apply to suturing, stitching, or incising of superficial wounds, or lacerations to the skin.
 - h. sexual misconduct, sexual molestation, sexual assault or sexual abuse;
However, **we** will reimburse **Defense Costs**
 - i. of an **Individual Insured** if a civil judgment or final civil adjudication finds that the **Individual Insured** did not engage in any such conduct;
 - ii. of the **Included Entity** if a civil judgment or final civil adjudication finds that the **Included Entity** had no liability for any such conduct;
 - i. the operation or use of any motor vehicle, boat or aircraft; or
 - i. the design, manufacture, construction, maintenance, service, use or operation of any aircraft, (including lighter-than-air craft or manned balloon) or any component part or equipment thereof, or any other aircraft navigational or aviation-related equipment;
 - ii. air traffic control operations, wherever located; or
 - iii. airport operations, including helipads or heliports;
 - j. the breach or alleged breach of any contract or agreement whether written, oral, implied, or otherwise; or any liability assumed by any **Insured** in any contract or indemnification agreement except for liability that the **Insured** would have in the absence of any such agreement;
 - k. any **Insured** gaining any illegal or unjust profit or economic advantage; or the return of any remuneration, grant, or fees paid to any **Insured**;
 - l. any willful violation of any statute, governmental regulation or ordinance; or any **Wrongful Act** committed by the **Insured** with the knowledge that it was unlawful or that it would harm or injure;
 - m. asbestos or materials containing asbestos, lead or radon in any form; or the storage, disposal, discharge, dispersal, release, growth, or escape of bacteria, fungi (which includes, but is not limited to, any form or type of mold, mushroom, or mildew), spores (which includes any reproductive body produced by or arising out of fungi), smoke, vapors, soot, fumes, acids, alkalis, toxic substances, chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants of any kind into or upon land, in or into any building, or into the atmosphere or any watercourse or body of water whether above ground or underground, or in

- any other place; or the failure to test for, cleanup, mitigate, protect or warn against, or monitor any of the above under any circumstances;
- n. activities of any **Insured** as a fiduciary of any employee benefit plan or any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or amendments thereto or any similar statute, regulation, ordinance, order or edict of any jurisdiction or political subdivision;
 - o. any **Claim** brought by or on behalf of any **Insured** against any other **Insured**; or any injury or alleged injury to an employee of an **Insured** arising out of and in the course of employment by an **Insured**;
 - p. services or acts involving:
 - i. peer review, professional certification or credentialing;
 - ii. utilization review;
 - iii. activity by any **Insured** as a member of any professional licensing board;
 - q. libel, slander or other defamation; any actual or alleged discrimination against any person; or any **Wrongful Employment Practice**;
 - r. damage to, or loss of, any property at any time in the care, custody or control of any **Insured**;
Exception: This Exclusion does not apply to animals placed in the custody of an **Included Entity** for veterinary purposes;
 - s. human clinical trials; or the use, administration or prescription of any drug, pharmaceutical or medical device for a treatment of human beings that has not been approved for distribution or sale by the USFDA;
 - t. any goods or products sold or distributed by an **Included Entity** or others trading under its name;
 - u. any:
 - i. actual or alleged violation of any anti-trust or unfair trade practices laws, or
 - ii. demand for the return of funds or gifts brought by or on behalf of a government agency or other entity or person, including but not limited to any actual or alleged violation of the False Claims Act or similar laws;
 - v. the administration or management of:
 - i. any insurance entity or mechanism owned, controlled or operated by an **Included Entity**; or
 - ii. any charitable trust or endowment;
 - w. legal services provided to any person who is not an **Insured**;
Exception: This exclusion does not apply:
 - i. to legal services listed on the Schedule of **Internship Programs** and **Professional Services** of this Policy;
 - ii. legal clinics where services are not provided through or as part of an **Internship Program** that exist to provide internship experience whether or not an internship exists;
 - x. the hazardous properties of radioactive or nuclear material (including source material, special nuclear material and by-product material as those terms are defined in the Atomic Energy Act of 1954 and amendments thereto);
Exception: While in all instances applying to nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 any amendments thereto), this exclusion shall not apply to:
 - i. any other radioactive material; or
 - ii. Byproduct defined under the Atomic Energy Act Sections 11e.(3) and 11.e.(4); that is used by an **Included Entity** for medical or research or educational purposes;
 - y. **Professional Services** provided to or on behalf of any **Joint Venture** to which an **Included Entity** is a party;
 - z. damage, destruction of or corruption of, inability to access, loss of use, or inability to manipulate any electronic data or computer software; and,
 - aa. any actual or alleged infringement of any patent, trademark, service mark, trade dress, trade name, copyright, or misappropriation of trade secrets;

6. NOTICE OF CLAIMS AND WRONGFUL ACTS

- a. As a condition precedent to an **Insured's** rights under this Policy the **Insured** or the **Educational Organization** must give **us** written notice of any **Claim** as soon as reasonably practicable and promptly and fully give **us** such information with regard to that **Claim** as **we** may require. If this Policy is not renewed, then (subject always to the preceding sentence) the **Insured** or the **Educational Organization** must give **us** written notice of any **Claim** no later than 60 days after the end of the **Policy Period** or, if all conditions of Paragraph 8. have been satisfied, no later than the end of the **Extended Discovery Period**.
- b. As a condition precedent to any **Insured's** rights under this Policy, the **Insured** or the **Educational Organization** must report to us immediately any **Incident** related to or arising out of a **Professional Service** or **Internship Program** that involves:
- fatality,
 - major paralytic conditions such as paraplegia and quadriplegia;
 - second or third degree burns to 25% or more of the body;
 - amputation, permanent loss of use of permanent loss of sensation of a major extremity;
 - head or brain injuries resulting in coma, behavioral disorders, personality changes, seizures, aphasia or permanent disorientation;
 - loss of sight in one or both eyes or loss of hearing;
 - any injury resulting from **Healthcare Services**, to which this Policy may apply.

The **Insured** must:

- notify us as soon as practicable in writing;
 - provide to **us**:
 - particulars sufficient to identify the **Insured**, person, persons or organizations involved in the **Incident**,
 - information required for reporting under Section 111 of the Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007, and
 - such reasonably detailed information as **we** may request;
 - promptly forward to **us** any written demand, notice, summons, complaint, or other process of service received by the **Insured** or its representatives; and
 - cooperate with **us** and with any claims administrator **we** designate in the investigation, defense or settlement of **Claims**.
- c. Subject to the requirements of Paragraphs 6.a. and 6.b. above, if during the **Policy Period** an **Insured** first becomes aware of any **Incident** and gives **us** written notice of, and specific information about, that **Incident** including but not limited to the:
- nature of the **Incident**;
 - the alleged injury;
 - the name of injured parties and/or potential claimants; and
 - the manner in which the **Insured** first became aware of the **Incident**,
- then any **Claim** subsequently made arising out of that **Incident** will be deemed to have been made on the date on which that notice was first given to **us**.
- d. All notices of **Wrongful Act** or **Claim** shall be in writing to United Educators Insurance, 7700 Wisconsin Ave, Suite 500, Bethesda, MD 20814, Fax 301-907-0303, or at newclaims@ue.org or through www.ue.org. If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

7. CANCELLATION AND NONRENEWAL

- a. The **Educational Organization** may cancel this Policy for itself and all other **Insureds** by surrendering it to **us** or by written notice to **us** by certified mail at the address in Paragraph 6.d. stating when (not less than 10 days thereafter) the cancellation shall be effective. **We** may cancel this Policy only in the event that any payment of premium or any payments of a **Deductible** for

which an **Insured** must reimburse **us** is not made when due and payable by mailing written notice by certified mail to the **Educational Organization** at the last mailing address known by **us** stating when, not less than 10 days thereafter, such cancellation shall be effective.

- b. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Earned premium shall be calculated in accordance with the customary short rate table and procedure.
- c. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least 60 days before the end of the **Policy Period**.
 - i. In the event that we learn of a change in the insurability of the risk that we deem material within 60 days or less before the end of this Policy and we are not then willing to renew at the current standard terms and conditions, we will notify the **Educational Organization** of this determination as soon as practicable, and we will also advise the **Educational Organization** whether we are willing to renew on different terms and conditions before the end of this **Policy Period**.
 - ii. Under such circumstances, **we** may but are not required to offer the **Educational Organization** the opportunity to purchase a 60-day extension to the expiring Policy. Although this accommodation by **us** would be meant to give the **Educational Organization** that purchases a 60-day extension additional time to make decisions, this extension of the **Policy Period** shall under no circumstances create any additional Policy limits or increase the **Limits of Liability** available to the **Insureds**.

If offered by **us**, the **Educational Organization** may exercise this option by electing in writing before the end of the current **Policy Period** to pay to **us** an additional prorated portion of the current Policy's premium. Payment of the additional premium must be made no later than 10 days following the end of the original **Policy Period**.

8. EXTENDED DISCOVERY PERIOD

If **we** are unable to agree with the **Educational Organization** to a renewal at the end of the **Policy Period**, the **Educational Organization** shall have the right, upon payment of an additional premium of 100% of the annual premium of this Policy, to an **Extended Discovery Period**; but

- i. the right to an **Extended Discovery Period** must be exercised to **us** in writing and payment of the additional premium must be made no later than 10 days following the end of the **Policy Period**;
- ii. any **Claim** first made during the **Extended Discovery Period** will be treated as a **Claim** first made during the **Policy Period** and subject to the **Limit of Liability** and **Deductible** amounts for the **Policy Period**;
- iii. this Policy does not cover any **Claim** that is covered in whole or in part by any policy of insurance that replaces this Policy or that succeeds this Policy in time; and
- iv. the additional premium will be considered fully earned on the first day of the **Extended Discovery Period**.

9. GOVERNING LAW AND INTERPRETATION

This Policy shall be governed by and construed in accordance with the internal laws of the State of New York; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

10. RESOLUTION OF DISPUTES

Any and all disputes arising out of or related to this agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which are relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties.

If a mediated resolution is not reached, the parties shall agree upon a mutually acceptable arbitration or adjudicative dispute resolution process. If no agreement can be reached on that process, any litigation shall take place in New York Supreme Court, New York County, except in the case of a public entity where such a venue choice is prohibited by applicable state law.

11. COMPLIANCE WITH APPLICABLE UNITED STATES SANCTIONS

This insurance does not apply when **we** are prohibited from providing insurance by virtue of any United States laws or regulations.

12. CURRENCY

All premiums, **Limit of Liability**, **Deductible**, **Loss**, and all other monetary amounts used in this Policy are expressed and payable in United States currency.

13. OTHER INSURANCE

This Policy shall always be primary to any general liability, educators legal liability, umbrella liability or excess liability policy issued by **us** to the **Educational Organization**.

However, this Policy shall at all times be excess over any other valid and collectible insurance (including any insurance naming the **Insured** as "additional insured") available to the **Insured** other than insurance that is expressly and specifically excess of the limits of this Policy, and nothing in this Policy shall be construed to require this Policy to contribute with, or subject this Policy to the conditions of any other insurance. **We** will not defend or pay any **Defense Costs** of any **Claim** that another insurer has a duty to defend.

14. REPRESENTATION

- a. Except as respects the giving of notice of **Claim** pursuant to Paragraphs 6.a. and 6.c. and giving of notice to exercise the **Extended Discovery Period** and payment of premium under Paragraph 8., the **Educational Organization** agrees to act on behalf of all **Insureds** with respect to all matters under this Policy, including, without limitation, payment of premium, negotiation of the terms of renewal, the adjustment, settlement and payment of **Claims**, resolution of disputes, allocation of the proceeds of this Policy, the giving and receiving of notice of cancellation, the receiving of any return premiums that may become due and the giving of notice to entities or persons whom the **Educational Organization** chooses to not make an **Insured** or **Individual Insured**.
- b. In the event there is a dispute among **Insureds** as to allocation of the proceeds of this Policy among any of them or on their behalf, **we** may pay such proceeds to the **Educational Organization**, which agrees to accept such proceeds and to assume responsibility for its allocation among the **Insureds** or on their behalf, and **we** shall be discharged from any further responsibility or liability hereunder or otherwise with respect to such proceeds. The **Insureds** agree that the

Educational Organization shall so act on their behalf. Notice by certified mail to the **Educational Organization** at the last mailing address known by **us** shall constitute notice to all **Insureds**.

15. SUBROGATION

In the event of any payment under this Policy, **we** shall be subrogated to all the **Insureds'** rights of recovery against any person or organization, and the **Insureds** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing to prejudice such rights after the **Wrongful Act**. **We** agree to waive any right of recovery **we** may have against any person or organization when the **Educational Organization** has agreed to such waiver prior to a **Wrongful Act**.

16. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by **our** authorized representative.

17. HEADINGS

The descriptions in the headings and subheadings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy.

IN WITNESS WHEREOF, United Educators Insurance, a Reciprocal Risk Retention Group has caused this Policy to be signed by its President, subject to signature by a duly authorized representative of the Company on the Declarations page.


Authorized Representative

