

# CERTIFICATE OF INSURANCE GENERAL DECLARATIONS FRATERNITY / SORORITY INSURANCE PROGRAM

These general declarations, coverage part declarations, schedules, policy forms, and endorsements complete this CERTIFICATE OF INSURANCE. This Certificate is subject to change by endorsement and cancellation or non-renewal in accordance with its terms. **The Assured is requested to read this Certificate and, if it is incorrect, return it immediately for correction.**

UNIQUE MARKET REFERENCE NUMBER: B0142AA2000508

## SCHEDULE OF COVERAGES

In return for payment of premium and subject to all the terms of this Certificate, insurance is provided for the coverage listed below.

### COVERAGE

LIABILITY

### CERTIFICATE NUMBER

2020 SPECIMEN POLICY

### NAMED INSURED

ASSURED: Specimen Policy

ADDRESS: Address, City, State Zip Code

### CERTIFICATE PERIOD

POLICY PERIOD: Month, Day, Year to Month, Day, Year

at 12:01 a.m. local standard time

### CERTIFICATE PREMIUM

PREMIUM: U.S. \$

This premium may be subject to adjustment.

### THIS INSURANCE IS EFFECTED WITH

Certain Underwriters at Lloyd's, London and Liberty Mutual Insurance Europe SE (see schedule)

# CERTIFICATE OF INSURANCE GENERAL DECLARATIONS CONTINUED

## CERTIFICATE FILING INFORMATION

Premium:	U.S.	\$ TBA
Policy Fee:	U.S.	\$ 250.00
Filing Fee:	U.S.	\$ TBA
Surplus Lines Tax:	U.S.	\$ TBA
Stamping Fee:	U.S.	\$ TBA
POLICY TOTAL:	U.S.	\$ TBA

**Add State Surplus Lines Disclaimer Language here**

## SPECIAL CONDITIONS

**SIGNATURE REQUIRED** - This Certificate shall not be valid unless signed by the correspondent below.

**CORRESPONDENT NOT INSURER** - The Correspondent is not an insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as set forth below.

**ASSIGNMENT** - This Certificate shall not be assigned either in whole or in part without the written consent of the Underwriters endorsed hereon.

**ATTACHED CONDITIONS INCORPORATED** - This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.

AND AS PER AGREED WORDING ATTACHED HERETO.

Wherever the words "we", "us", "our" or "Company" appear in the wording attached hereto they shall be deemed to read "Underwriters".

Wherever the words "Master Policy" or "Policy" appear in the wording attached hereto they shall be deemed to read "Certificate".

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London and Liberty Mutual Insurance Europe SE whose definitive numbers and the proportions underwritten by them are as shown below (hereinafter referred to as "the Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not for another, their heirs, executors, and administrators.

## THE UNDERWRITERS

AMOUNT PERCENTAGE OR PROPORTION	LLOYD'S SYNDICATE/ INSURANCE COMPANY
<p><b><u>PERCENT</u></b></p> <p>10.0000</p> <p>20.2222</p> <p>20.2222</p> <p>20.2222</p> <p>6.0667</p> <p>3.2667</p> <p><u>20.0000</u></p> <p><b><u>PERCENT TOTAL LINE</u></b></p> <p>100.000</p>	<p><b><u>LLOYD'S SYNDICATE</u></b></p> <p>4472 LIB</p> <p>2488 CGM</p> <p>510 KLN</p> <p>2987 BRT</p> <p>4444 CNP</p> <p>1861 CNP</p> <p><b><u>INSURANCE COMPANY</u></b></p> <p>LIBERTY MUTUAL INSURANCE</p> <p>EUROPE SE</p>

### **SEVERAL LIABILITY NOTICE**

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance)

Dated: **TBA**

(Correspondent)  
JAMES R. FAVOR & COMPANY

by:   
Robert M. Curran, President & CEO

# FRATERNITY / SORORITY INSURANCE PROGRAM

## GENERAL LIABILITY COVERAGE

NAMED INSURED	POLICY NUMBER
<b>2020 SPECIMEN / MASTER</b>	<b>2020 SPECIMEN / MASTER</b>

<b>FORMS APPLICABLE TO THIS POLICY</b>
--

JRF-FS-001	1/1/14	Lloyd's Certificate General Declarations
JRF-FSL-020	1/1/18	Forms Applicable to This Policy
JRF-FSL-021	1/1/10	Named Insured
JRF-FSL-022	1/1/10	Limits of Insurance Declarations
JRF-FSL-023	12/15/11	Deductible Endorsement
JRF-FSL-030	1/1/10	Amendment – Aggregate Limits of Insurance (Per Location)
JRF-FSL-031	2/8/18	Loss Control Bonus Clause <b>(If Applicable)</b>
JRF-FSL-032	1/1/10	Annual Reporting & Adjustments
JRF-FSL-033	1/1/10	Schedule of Insured Exposures
JRF-FSL-034	1/1/10	Schedule of Excluded Exposures <b>(If Applicable)</b>
JRF-FSL-035	1/1/10	Limitation of Coverage – Designated Premises or Project <b>(If App.)</b>
JRF-FSL-036	1/1/10	Common Policy Conditions
JRF-FSL-037	9/1/13	General Liability Coverage Form
JRF-FSL-038	1/1/10	Fraternity / Sorority Additional Definitions
JRF-FSL-039	1/1/10	Who Is Insured Endorsement
JRF-FSL-040	1/1/10	Additional Insured
JRF-FSL-041	1/1/12	Hired and Nonowned Automobile Liability
JRF-FSL-043	1/1/10	Employers Overhead Liability
JRF-FSL-044	1/1/10	Employee Benefits Liability – (Claims Made Coverage)
JRF-FSL-045	1/1/10	Employee Benefits Liability – Extended Reporting Period
JRF-FSL-046	1/1/10	Worldwide Coverage Territory <b>(If Applicable)</b>
JRF-FSL-050	1/1/10	Nuclear Energy Exclusion Endorsement (Broad Form)
JRF-FSL-051	1/1/10	Absolute Microorganism Exclusion
JRF-FSL-052	1/1/10	Biological or Chemical Materials Exclusion
JRF-FSL-053	1/1/10	Total Asbestos Exclusion

# FRATERNITY / SORORITY INSURANCE PROGRAM

## GENERAL LIABILITY COVERAGE

NAMED INSURED	POLICY NUMBER
<b>2020 SPECIMEN / MASTER</b>	<b>2020 SPECIMEN / MASTER</b>

<b>FORMS APPLICABLE TO THIS POLICY</b>
--

JRF-FS-002A	1/9/20	U.S. TRIA 2002 Not Purchased Clause <b>(If <u>Not</u> Purchased)</b>
JRF-FS-003A	1/9/20	U.S. TRIA 2002 New & Renewal Business Endt <b>(If Purchased)</b>
JRF-FS-004A	1/9/20	U.S. TRIA 2002 In Force Business Endorsement <b>(If Applicable)</b>
JRF-FSL-054	1/1/10	War & Terrorism Exclusion
JRF-FSL-055	1/1/14	Sanction Limitation & Exclusion Clause
JRF-FSL-060	1/1/10	Applicable Law
JRF-FSL-061	1/1/10	Service of Suit Clause
JRF-FSL-062	1/1/14	Lloyd's Privacy Policy Statement
LMA3104	1/11/11	Canadian Endorsement <b>(If Applicable)</b>
LMA5179	1/11/11	Canadian Global Slip Endorsement & Interlocking Clause <b>(If App.)</b>
LSW 1542F	9/14	Canadian Complaint Protocol <b>(If App.)</b>
JRF-FSL-070	1/1/10	Endorsement #A. Special Coverage Extension - Primary Coverage For "Primary Insureds"
JRF-FSL-071-ANY	9/1/11	Endorsement #B. Special Additional Exclusion - Hazing
JRF-FSL-072-ANY	9/1/11	Endorsement #C. Special Additional Exclusion - Sexual Abuse or Misconduct Coverage
JRF-FSL-073-ANY	9/1/11	Endorsement #D. Special Additional Exclusion - Assault and / or Battery
JRF-FSL-074-ANY	9/1/11	Endorsement #E. Special Additional Exclusion - Violations of Fraternity Alcohol or Drug Policy
JRF-FSL-075	1/1/10	Endorsement #F. Punitive Damages
JRF-FSL-076	9/1/11	Endorsement #G. Special Additional Exclusion - Contractual Liability Host Schools
LMA9098B	12/10/19	California Surplus Lines Notice 1
		Loss Reporting and Contact Information

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **NAMED INSURED WORDING**

### **THE FIRST NAMED INSURED IS:**

To be provided and agreed for each fraternity / sorority account.

### **THE NAMED INSURED ALSO INCLUDES:**

To be provided and agreed for each fraternity / sorority account.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM

## GENERAL LIABILITY COVERAGE

### LIMITS OF INSURANCE DECLARATIONS

NAMED INSURED	POLICY NUMBER
<b>SPECIMEN / MASTER</b>	<b>SPECIMEN / MASTER</b>

LIMITS OF INSURANCE		
COVERAGES	LIMITS OF LIABILITY	
Aggregate Limits of Liability	\$ <u>2,000,000</u>	Products/Completed Operations Aggregate
Aggregate Limits of Liability	\$ <u>2,000,000</u>	General Aggregate (other than Products/Completed Operations)
<b>Coverage A</b> - Bodily Injury and Property Damage Liability	\$ <u>1,000,000</u>	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Property Damage Legal Liability	\$ <u>50,000</u>	any one insured peril subject to the Coverage A occurrence and the General Aggregate Limits of Liability
<b>Coverage B</b> - Personal and Advertising Injury Liability	\$ <u>1,000,000</u>	any one person or organization subject to the General Aggregate Limit of Liability
<b>Coverage C</b> - Medical Payments	\$ <u>5,000</u>	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability



# FRATERNITY / SORORITY INSURANCE PROGRAM

## GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DEDUCTIBLE ENDORSEMENT

(Including Supplementary Payments within the Deductible)

The deductible amount shown below applies to all injury or damage under SECTION I – COVERAGES including all payments made under the provisions of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B. The Supplementary Payments include the salaries and other expenses of attorneys assigned by us to defend “suits” against you, but not the salaries of our other employees.

<b>Amount of Deductible:</b>	\$ <b>TBA</b> <b>Per Occurrence</b>
	\$ <b>TBA</b> <b>Aggregate</b>

1. Our obligation under SECTION I – COVERAGES for injury or damage including damages and expenses under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B applies only to the difference between the deductible amounts shown above and the limits of insurance stated in the policy. Any payment made which includes such deductible amounts shall not increase our liability with respect to each “occurrence” and aggregate.
2. The deductible applies as follows:
  - a. The total deductible amount you pay during the policy period shall not exceed the amount shown above as Aggregate; and
  - b. Subject to (a) above, the most you will pay for any one “occurrence” is the deductible amount shown above as Per Occurrence.
3. The terms of this insurance, including those with respect to your duties in the event of an “occurrence”, claim, or “suit”, apply irrespective of the application of the deductible amount.
4. We will endeavor to advise you prior to the payment of any part or the entire deductible amount to effect settlement of any claim or “suit”. Upon notification of the action taken, you shall promptly remit to us the applicable deductible amount.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **AGGREGATE LIMITS OF INSURANCE (Per Location)**

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "Locations" owned by or rented to or used by an insured.

"Locations" means:

The single principal place from which the Named Insureds and each "Chapter", "Colony", "Housing Organization", or "Alumni Organization" conduct their operations.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **LOSS CONTROL BONUS CLAUSE**

**The premiums and losses of both the Insured's Property and Liability Coverages will be combined to determine the Loss Control Bonus.**

It is understood and agreed that 18 months after the expiry of this Policy, Underwriters hereon agree to return to the Named Insured an Interim Loss Control Bonus calculated as follows:

Gross Loss Ratio between 50% - 60% return 10% of Underwriters Net Profit

Gross Loss Ratio between 40% - 49% return 15% of Underwriters Net Profit

Gross Loss Ratio between 0% - 39% return 20% of Underwriters Net Profit

**Underwriters will only pay a Loss Control Bonus if the Insured has renewed or agreed to renew Coverage with James R. Favor & Company and Underwriters for two subsequent years.**

It is further understood and agreed that thirty-six (36) months after the expiry of this Policy a further and provisional Final Adjustment to the above Loss Control Bonus shall be made.

The final adjustment calculation shall be made only after all liability has ceased and all claims files have been closed or a full release of all liabilities hereunder is provided to Underwriters signed and dated by the First Named Insured's Chairman, President, or Executive Director.

Should the final result be a loss to Underwriters, such Net Loss shall be carried forward as a deficit to the following years for inclusion in the Loss Control Bonus Calculation, subject however, to such Deficit being carried forward no longer than three (3) years in all.

All other terms and conditions remain unchanged.

# LOSS CONTROL BONUS FORMULA / DEFINITIONS

## LOSS CONTROL BONUS FORMULA / TABLE

Insureds Gross Loss Ratio	Percentage of U/W Profit Due Insured
50% - 60%	10.00%
40% - 49%	15.00%
0% - 39%	20.00%

### **DEFINITIONS:**

#### **Gross Loss Ratio =**

1. Policy period losses divided by percentage of policy period earned premiums

#### **Policy Period Losses = The Sum of the Following:**

1. Claim Reserves – To be signed by Third-Party Administrator
2. Claim Payments
3. Claim Expenses  
(Excluding Expenses for U/W Third-Party Administrator)  
(Excluding Expenses for U/W Interests)

#### **Policy Period Earned Premiums =**

1. Gross Earned Premiums for the Policy Period

#### **Underwriters Net Profit =**

1. Underwriters Net Earned Premium Minus Incurred Losses

#### **Underwriters Net Earned Premium =**

1. Policy Period Earned Premium Multiplied by 72.5%

#### **Incurred Losses = The Sum of the Following:**

1. Claim Reserves – To be signed by Third-Party Administrator
2. Claim Payments
3. Claim Expenses  
(Excluding Expenses for U/W Third Party Administrator)  
(Excluding Expenses for U/W Interests)
4. Any Net U/W Losses (Deficits)  
(Limited to Prior 3 Years)

#### **Deficit =**

1. Any Net U/W Loss (Limited to Prior 3 Years)

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **ANNUAL REPORTING & ADJUSTMENTS ENDORSEMENT**

**Per Schedule of Exposures Agreed by Underwriters and kept on file with us.**

Coverage under this policy may be provided for one or more locations. Additions, deletions, and adjustments in this policy may be accomplished via an annual reporting of such adjustments under such format and subject to such premium in arrears as are agreed by underwriters.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **SCHEDULE OF INSURED EXPOSURES**

Except with respect to the interest of the "Named Insureds", no insurance coverage is afforded, with respect to any exposures that are not shown in the schedule below:

### **LIABILITY COVERAGE SCHEDULE:**

**PER SCHEDULE OF EXPOSURES ON FILE WITH US**

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **SCHEDULE OF EXCLUDED EXPOSURES**

No insurance coverage is afforded for any "Chapter", "Colony", "Housing Organizations", "Alumni Organizations", "Directors and Officers", or "Individual Insureds" listed in the schedule below.

### **SCHEDULE:**

Any "Chapter", "Colony", "Housing Organization", or other exposure not disclosed in the underwriting information provided to underwriters as the basis for this policy.

Any "Housing Organization" that ceases to be insured under the First Named Insured's other master insurance program coverages.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **LIMITATION OF COVERAGE DESIGNATED PREMISES OR PROJECT**

This insurance applies only to “bodily injury”, “property damage”, “personal injury”, “advertising injury”, and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

### **SCHEDULE**

**PREMISES:**

**PROJECT:**



# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

## COMMON POLICY CONDITIONS

### CONDITIONS:

The following conditions are included in this policy, unless otherwise stated.

#### A. EQUAL PARTIES

The parties agree that this is a manuscript insurance policy that has been negotiated by parties of equal bargaining strength and at arm's length. This policy shall not be construed more strictly against one party or the other. The parties expressly eliminate the rules of insurance policy interpretation relating to contra preferendum and the reasonable expectations doctrine. In reaching any decision as to the meaning of any particular terms or phrases, due consideration shall be given to the customs and usages of such words and phrases in the insurance industry.

#### B. CANCELLATION

1. The First Named Insured shown in the Declarations may cancel this policy or any coverage part by mailing or delivering to us advance written notice of cancellation.
2. If this policy has been in effect for less than 60 days, we may cancel this policy or any coverage by mailing or delivering to the First Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or if there is the occurrence of incendiarism on the part of any insured.
  - b. 30 days before the effective date of cancellation if we cancel for failure to meet underwriting standards and/or failure to respond to or implement loss control requirements on the part of any insured.
  - c. 90 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation, which ends the coverage. The policy period will end on that date.
5. If this policy or any coverage part is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient and conclusive proof of notice and receipt.
7. Cancellation of Policies in Effect for 60 Days or More:
  - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy or any coverage by mailing through first class mail to the First Named Insured written notice of cancellation.
    - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or if there is the occurrence of incendiarism on the part of any insured.
    - (2) 30 days before the effective date of cancellation if we cancel for failure to meet underwriting standards and/or failure to respond to or implement loss control requirements on the part of any insured.

(3) 90 days before the effective date of cancellation if we cancel for any other reason.

b. We may cancel this policy based on one or more of the following:

- (1) Non-Payment of premium;
- (2) As permitted by state statute;
- (3) A false statement knowingly made by the insured or failure to disclose a material fact on the application for procurement or renewal of this insurance; or
- (4) A fraudulent claim; or
- (5) A substantial change in the exposure or risk other than that indicated in the original or renewal application for this insurance and underwritten as of the effective date of the policy unless the insured has notified us of the change and we accept such change.

#### **C. NONRENEWAL**

If we decide not to renew this policy, we will mail through first-class mail or send via fax or e-mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 90 days before the expiration or renewal date.

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

#### **D. INCREASE IN PREMIUM OR DECREASE IN COVERAGE**

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail or send via fax or e-mail written notice of our intention, including the actual reason, to the First Named Insured's last mailing address known to us, at least 90 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the original or renewal application for this insurance and underwritten as of the effective date of the policy unless the insured has notified us of the change and we accept such change.

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

#### **E. CHANGES**

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

#### **F. COMPLIANCE BY INSUREDS**

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all the terms and conditions of this policy.

## **G. CONFORMANCE WITH STATE LAWS**

Any terms of this insurance that are in conflict with the applicable statutes of the State in which this policy is effective are amended to conform to such statutes.

## **H. FIRST NAMED INSURED**

The person or organization first named in the Declarations. The First Named Insured is responsible for payment of all premiums and will act on behalf of all insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premium that becomes payable under this policy.

## **I. AUDIT OF BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years thereafter.

## **J. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

1. Make inspections and surveys at any time, these will be made at your expense;
2. Give you reports on the conditions we find; and
3. Recommend or require changes.

Any inspections, surveys, reports, recommendations, or requirements relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service, inspection or similar organization that makes insurance inspections, surveys, loss control reports or recommendations.

## **K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent.

However, if you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative, or to anyone having proper temporary custody of your property until your legal representative has been appointed.

## **L. UNINTENTIONAL ERRORS OR OMISSIONS**

The coverage afforded by this policy shall not be prejudiced, invalidated, or adversely effected by any errors, omissions, improper descriptions or failure to disclose all hazards existing as of the inception date of the policy provided that such errors, omissions, improper descriptions, or failure to disclose all hazards is not intentional.

## **M. KNOWLEDGE OF OCCURRENCE**

It is hereby understood and agreed, that knowledge of an occurrence by a member, servant, or employee of the insured, shall not in itself constitute knowledge by the insured, unless an executive officer of the First Named Insured, its executive director, or its national headquarters, shall have received such notice from the member, servant, or employee.

## **N. NOTICE OF OCCURRENCE**

When the insured reports the occurrence of any accident to the insurance carrier insuring their worker's compensation insurance, which later develops into a liability claim, coverage for which is provided by the policy to which this endorsement is attached, failure to report such accident at the time of the occurrence shall not be deemed in violation of the general conditions above referenced upon understanding and agreement, however, that the insured shall as soon as they are definitely made aware of the fact that the particular accident is a liability case rather than a worker's compensation case, give notice of the aforesaid accident to underwriters.

# **FRATERNITY / SORORITY INSURANCE PROGRAM**

## **GENERAL LIABILITY COVERAGE**

### **GENERAL LIABILITY COVERAGE FORM**

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

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

The word “insured” means any person or organization qualifying as such under (SECTION II) WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to (SECTION V) DEFINITIONS.

#### **SECTION I – COVERAGES**

##### **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

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

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We may at our discretion investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in (SECTION III) LIMITS OF INSURANCE and;
- (2) Any obligations under this policy end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B and we shall not be obligated to defend any claim or suit against any insured except as set forth in the Primary Insured Endorsement. There shall be no duty to defend “Undergraduate Insureds”, “Chapters” or “Colonies”.

- b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (2) The “bodily injury” or “property damage” occurs during the policy period.

- c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

## 2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
  - (2) That an insured would have in the absence of the contract or agreement.
- c. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to:
  - (1) An employee of the insured arising out of and in the course of employment by the insured; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

- e. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d) (i) do not apply to “bodily injury” or “property damage” arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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

- f. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft except as afforded under *Hired and Non-Owned Automobile Liability Endorsement Form JRF-FSL-041 Insuring Agreements d. and e.* Use includes operation and “loading or unloading”.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of “mobile equipment” (SECTION V.8).

- g. “Bodily injury” or “property damage” arising out of:

- (1) The transportation of “mobile equipment” by an “auto” except as afforded under *Hired and Non-Owned Automobile Liability Endorsement Form JRF-FSL-041 Insuring Agreements d. and e.*; or

- (2) The use of “mobile equipment” in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- h. “Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- i. “Property damage” to:
  - (1) Property you own, rent, or occupy;
  - (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
  - (3) Property loaned to you;
  - (4) Personal property in the care, custody or control of an insured;
  - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
  - (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

- j. “Property damage” to “your product” arising out of it or any part of it.
- k. “Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- l. “Property damage” to “impaired property” or property that has not been physically injured, arising out of:
  - (1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
  - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.



m. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through m. do not apply to damage by fire, explosion, smoke, water damage, weight of ice and snow, leakage from fire protection equipment, vehicles, or vandalism to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

## **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Any obligations under this policy end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of an insured with the knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of an insured; or
- (4) For which an insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that an insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

## **COVERAGE C. MEDICAL PAYMENTS**

### **1. Insuring Agreement**

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

1. On premises you own or rent;
2. On ways next to premises you own or rent; or
3. Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

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

## **2. Exclusions**

We will not pay expenses for “bodily injury”:

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the “products-completed operations hazard”.
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

We will pay, with respect to any claim or “suit” we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against an insured in the “suit”.
6. Pre-judgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

8. All defense expenses an insured is obligated to pay on behalf of a third party arising out of any valid "Insured Contract" or additional insured obligation.

These payments will not reduce the limits of insurance.

## **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
  - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
    - (1) "Bodily injury" or "personal injury" to you; or
    - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
    - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
  - b. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-employee of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 4. Any organization you newly acquire or form, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

### **SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Property Damage Legal Liability Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any insured peril.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

## **SECTION IV – GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this insurance.

### **2. Duties in the Event of Occurrence, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

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

- b. If a claim is made or "suit" is brought against any insured, you must:

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

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

- c. You and any other involved insured must:

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

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **3. Legal Action Against Us**

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

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

### **4. Excess Insurance**

This insurance is excess over any other insurance, including any self-insured retention or deductible portion thereof whether primary, excess, contingent or on any other basis including but not limited to the following types of insurance:

- (1) Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) Fire insurance for premises rented to you; or
- (3) Homeowners, Automobile or any other insurance of "Chapters", "Colonies" or "Undergraduate Insureds" or "Additional Insureds"
- (4) The insurance of any party that may be afforded rights under this policy via an "Insured Contract".
- (5) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion f. of Coverage A (Section I).

We will not defend any claim or "suit" that any other insurer defends. If no other insurer defends, we may at our discretion undertake to do so, but we will be entitled to the insured's rights against all those other insurers. We will not defend the insured against any "suit" seeking damages to which this insurance does not apply.

### **5. Premium Audit**

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

## **6. Representations**

By accepting this policy, you agree:

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

## **7. Separation of Insureds**

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

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

## **8. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. No insured must do anything after loss to impair them. At our request, an insured will bring "suit" or transfer those rights to us and help us enforce them.

## **SECTION V – DEFINITIONS**

- 1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
- 2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:



- (1) The injury or damage arises out of:
  - (a) Goods or products made or sold by you in the territory described in a. above; or
  - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
- (2) With respect to claims or "suits" brought outside of the United States of America (including its territories and possessions), Puerto Rico and Canada:
  - (a) You will undertake the investigation, settlement and defense of the claims and "suits" and you will keep us advised of all proceedings and actions.
  - (b) Our obligation is limited to reimbursing you for:
    - a. "bodily injury", "property damage", "Personal Injury" or "Advertising Injury" due to liability imposed on any insured by law; and
2. all reasonable expenses incurred in connection with the investigation, settlement or defense of the claims or "suits".
3. Our obligation under 2.b. above is limited to the amount stated in the policy as the applicable Limit of Insurance. Also, we may, at our discretion, participate in the defense or settlement of any claim or "suit".
5. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement
6. "Insured contract" means:
  - a. A lease of premises;
  - b. Sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for “bodily injury” or “property damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An “insured contract” does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for “bodily injury” or “property damage” arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which an insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of an insured’s rendering or failing to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
- e. With a “Host School” under which an insured is obligated to defend or pay damages on behalf of a “Host School” for the “Host School’s” negligence.

7. “Loading or unloading” means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”;
- b. While it is in or on an aircraft, watercraft or “auto”; or
- c. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;

but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.

8. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;

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

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

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing;
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

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

- 9. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 10. “Personal injury” means injury, other than “bodily injury”, arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor.
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
  - e. Oral or written publication of material that violates a person’s right of privacy.

11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in the contract has been completed.
  - (2) When all of the work to be done at the site has been completed if the contract calls for work at more than one site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
  - (3) Products or operations for which the classification in this insurance or in our manual of rules includes products or completed operations.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or

- (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“Your product” includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
- b. The providing of or failure to provide warnings or instructions.

“Your product” does not include vending machines or other property rented to or located for the use of others but not sold.

15. “Your work” means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

“Your work” includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and
- b. The providing of or failure to provide warnings or instructions.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **FRATERNITY / SORORITY ADDITIONAL DEFINITIONS**

It is agreed that General Liability Coverage Form JRF-FSL-037, Section V – Definitions is hereby amended by the addition of the following definitions:

“Chapters” and / or “Colonies” means: those collegiate undergraduate organizations that are organized, chartered, or recognized by and whose affiliation with the “Named Insureds” is acknowledged to exist by the governing body of the First Named Insured at the time of loss.

“Undergraduate Insureds” means: individuals who are undergraduate collegiate students that are officers, members, or member candidates, that are affiliated with a “Chapter” or “Colony” whose affiliation with the “Named Insureds” is acknowledged to exist by the governing body of the First Named Insured at the time of loss.

“Housing Organizations” and / or “Alumni Organizations” means: housing or alumni groups, including but not limited to, House Corporations or Associations, Alumni Corporations, Alumni Associations, Alumni Commissions, Alumni Chapters or Alumni Clubs, or Chapter Educational Foundations, whose affiliation with the “Named Insureds” or a “Chapter” or “Colony” is acknowledged to exist by the governing body of the First Named Insured at the time of loss.

“Directors and Officers” means: individuals other than “Undergraduate Insureds”, who are directors and officers including but not limited to, elected or appointed directors, officers, partners or trustees, each board, committee and the members thereof, and any other recognized director or officer positions affiliated with the “Named Insureds”, or with any “Housing Organization”, or “Alumni Organization” whose affiliation with the “Named Insureds” is acknowledged to exist by the governing body of the First Named Insured at the time of loss.

“Individual Insureds” means: individuals other than “Undergraduate Insureds”, including but not limited to, volunteers, advisors, house directors or house mothers, and agents or other personnel of the “Named Insureds” or of a “Chapter”, “Colony”, “Housing Organization”, or “Alumni Organization” whose affiliation with the “Named Insureds” or a “Chapter”, “Colony”, “Housing Organization”, or “Alumni Organization” is acknowledged to exist by the governing body of the First Named Insured at the time of loss.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WHO IS INSURED

GENERAL LIABILITY COVERAGE FORM JRF-FSL-037, SECTION II WHO IS AN INSURED, PARAGRAPH 2. IS AMENDED TO ADD THE FOLLOWING PARAGRAPHS:

- d. The First Named Insured as shown in the Declarations and any other Named Insured shown in an endorsement to this policy.
- e. Each of the following entities or persons are insureds, but (a) only while acting in accordance with the "First Named Insured's policies and procedures", and (b) only while acting in their official capacity, and (c) only while acting within the scope of their duties, and (d) only with respect to their liability for activities performed by them on behalf of the "Named Insureds", or of insured "Chapters", "Colonies", "Housing Organizations", or "Alumni Organizations."
  - (1) "Chapters" and "Colonies"
  - (2) "Undergraduate Insureds"
  - (3) "Housing Organizations" and "Alumni Organizations"
  - (4) "Directors and Officers"
  - (5) "Individual Insureds"
- g. The "First Named Insured's policies and procedures" means, all of the written rules, regulations, bylaws, policies and procedures, including but not limited to their policies and procedures regarding alcohol, drugs, hazing, and sexual abuse or misconduct that are established by the "First Named Insured" at the time of loss. Such written rules, regulations, bylaws, policies and procedures are hereby incorporated into and made part of this insurance policy by reference as if fully set forth verbatim.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

### **1) SCHEDULE OF ADDITIONAL INSUREDS**

Additional insureds as requested by the insureds but, (a) only when underwriters have agreed to the additional insured, and (b) the additional insured has accepted the terms of coverage, and (c) the additional insured is shown as an additional insured on a signed certificate of insurance.

### **2) SPECIAL LIMITATIONS FOR ADDITIONAL INSUREDS**

- 1) Who Is An Insured (SECTION II) is amended to include as an additional insured the person(s) or organization(s) shown in the schedule above, but only with respect to any "Bodily Injury", "Property Damage", "Personal Injury" or "Advertising Injury" arising solely out of an occurrence or offense by an insured.
- 2) This insurance does not apply on any basis to "Bodily Injury", "Property Damage", "Personal Injury" or "Advertising Injury" arising out of an occurrence or offense by the additional insured. This exclusion applies to any claim alleging liability arising out of, in any way related to, or in any way resulting from or involving the additional insured's negligence under any legal theory, including but not limited to negligence or negligent failure to supervise.
- 3) In no event shall any additional insured be considered a "Primary Insured" pursuant to Special Endorsement A.
- 4) This insurance is excess over any other insurance, including any self-insured retention or deductible portion thereof, whether primary, excess, contingent or on any other basis, available to the additional insured unless, (a) the First Named Insured has agreed in a written agreement for this insurance to apply otherwise, and (b) underwriters have agreed to provide primary coverage, and (c) primary coverage is shown on a signed certificate of insurance.

All other terms and conditions remain unchanged.



# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HIRED AND NONOWNED AUTOMOBILE LIABILITY

### SECTION I – COVERAGES

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

#### 1. Insuring Agreement

- d. **Hired Auto Liability.** The insurance provided under General Liability Coverage Form JRF-FSL-037, Section I - COVERAGE A applies to “bodily injury” or “property damage” arising out of the use of a “hired auto” by an insured or an insured’s employees, but only where the “hired auto” is used in an insured’s business.
- e. **Non-Owned Auto Liability.** The insurance provided under the General Liability Coverage Form JRF FSL-037, Section I - COVERAGE A applies to “bodily injury” or “property damage” arising out of the use of any “non-owned auto” by any person other than an insured, but only where the “non-owned auto” is used in an insured’s business.

#### 2. Exclusions

For the insurance provided by this endorsement only, in addition to the exclusions included in the General Liability Coverage Form JRF-FSL-037, Section I - COVERAGE A, the following additional exclusions are added:

- n. “Property damage” to:
  - (1) Property owned or being transported by, or rented or loaned to an insured; or
  - (2) Property in the care, custody or control of an insured.
- o. “Bodily injury” or “property damage” resulting from the handling of property:
  - (1) Before it is moved from the place where it is accepted by an insured for movement into or onto the “hired auto” or “non-owned auto”; or
  - (2) After it is moved from the “hired auto” or “non-owned auto” to the place where it is finally delivered by an insured”.
- p. “Bodily injury” or “property damage” resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the “hired auto” or “non-owned auto.”

## **SECTION II – WHO IS AN INSURED**

1. For the purposes of the insurance provided by this endorsement only, each of the following is an insured to the extent set forth below.
  - a. Except for “Undergraduate Insureds”, the entities and persons who qualify as insureds in the General Liability Coverage Form JRF-FSL-037 Section II WHO IS AN INSURED as amended by and subject to the terms and conditions of the WHO IS INSURED General Liability Coverage Form JRF-FSL-039.
  - b. Any person other than the insured using a “hired auto” with the permission of the insured who hired the auto.

Notwithstanding anything to the contrary in this endorsement, or anywhere else in this Policy, none of the following is an insured for the purposes of the insurance provided by the Hired and Non-Owned Auto Endorsement:

- a. “Undergraduate Insureds”;
- b. The owner of any “auto”, including a member of the owner’s household or any agent or employee of such owner, including permissive users;
- c. Any person while employed in or otherwise engaged in duties in connection with an “auto business”;
- d. The owner or lessee (of whom an insured is a sub-lessee) of a “hired auto”, including agents or employees of any such owner, lessee or sub-lessee;
- e. The owner or lessee of a “non-owned auto” including a member of the owner’s household, any agent or employee of any such owner or lessee, including permissive users of the “non-owned auto”.

## **SECTION III – LIMITS OF INSURANCE**

1. The Limit for Coverage A – Bodily Injury and Property Damage for any one occurrence shown in the Limits of Insurance Declarations form JRF-FSL-022 and the rules below fix the most we will pay under the coverage afforded by this endorsement. The limit shall apply:
  - a. “Per occurrence” and the limit of coverage afforded by this endorsement is part of and not in addition to the limit shown in the Limits of Insurance Declarations JRF-FSL-022.
  - b. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the occurrence.
  - c. To all “bodily injury” and “property damage” resulting from the occurrence.

- d. The limit of coverage for claims arising out of, in any way related to, or in any way resulting from “Chapters” or “Colonies” under any legal theory including but not limited to negligence and negligent failure to supervise is \$100,000. This limit of coverage is part of and not in addition to the Limit of Coverage A – Bodily Injury and Property Damage for any one occurrence shown in the Limits of Insurance Declarations form JRF-FSL-022. Any payment on behalf of “Chapter or Colonies” pursuant to this endorsement shall reduce the limits of liability available to all other insureds for that occurrence.
2. The general aggregate limit shown in the Limits of Insurance Declarations form JRF-FSL-022 does not apply to the insurance provided by this endorsement.

#### **SECTION IV – CONDITIONS**

1. All of the General Liability Conditions included in General Liability Coverage Form JRF-FSL-037 apply to the insurance afforded by this endorsement.

#### **SECTION V – ADDITIONAL DEFINITIONS**

1. In addition to the definitions contained in Section V under the General Liability Coverage Form JRF-FSL-037, and Fraternity / Sorority Additional Definitions General Liability Coverage form JRF-FSL-038, the following additional definitions apply to the insurance provided by this endorsement.
  - a. “Auto business” means the business or occupation of selling, repairing, servicing, or parking “autos.”
  - b. “Hired auto” means any “auto” an insured leases or hires which is used in connection with the insured’s business. This does not include any “auto” an insured leases or hires from any of an insured’s employees or members of their households, or from any partner or executive officer of an insured.
  - c. “Non-owned auto” means any “auto” an insured does not own, register, lease, hire or borrow, which is used in connection with the insureds’ business.
2. For purposes of this endorsement only, the following subparagraph 6(g) is added to the definition of “insured contract” under the General Liability Coverage Form JRF-FSL-037:
  - g. That part of any contract or agreement entered into, as part of an insured’s business, by an insured or any of an insured’s employees pertaining to the rental or lease of any “auto”.

However, an “insured contract” does not include that part of any contract or agreement:

1. That pertains to the loan, lease or rental of any “auto” to an insured or any of an insured’s employees, if the “auto” is loaned, leased or rented with a driver; or
2. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for an insured’s use of an “auto” over a route or territory that person or organization is authorized to serve by public authority.

## **SECTION VI-SPECIAL LIMIT OF INSURANCE FOR “CHAPTERS” AND “COLONIES”**

1. For the purposes of insurance afforded by this endorsement only, and only to the extent a “Chapter” or “Colony” otherwise qualifies for coverage under this endorsement, any such coverage afforded a “Chapter” or “Colony” is limited to \$100,000 per occurrence.
2. This limit of insurance shall apply to claims asserted against “Chapters” or “Colonies” for any liability whatsoever arising out of, in any way related to, or in any way resulting from a “hired” or “non-owned auto” under any legal theory, including but not limited to negligence and negligent failure to supervise.
3. This limit of insurance shall not be stacked and is the sole limit of insurance available to “Chapters” and “Colonies” for claims out of, in any way related to, or in any way resulting from a “hired” or “non-owned auto”, regardless of the number of covered autos, insureds, claims made or vehicles involved in the occurrence. It applies to all “bodily injury” and “property damage” resulting from the occurrence. The limits of insurance under Coverage A Bodily Injury and Property Damage for any one occurrence shown in the Limits of Insurance Declarations for JFR-FSL-022 shall not apply to any insurance afforded “Chapters” or “Colonies” under this endorsement.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYERS OVERHEAD LIABILITY

### 1. SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Insuring Agreement is amended by adding the following:

This insurance applies to damages because of “bodily injury” by accident or disease to your employee who is employed in any state listed below, arising out of and in the course of the employee’s work. The employee’s operations must be in the state listed below, or necessary or incidental to such operations. This insurance applies only with respect to:

- a. Any obligation to repay a person who is not your employee for damages that person paid for the employee’s “bodily injury”;
- b. “Bodily injury” for which no benefits are payable under the “Workers Compensation Laws” of any listed state;
- c. “Bodily injury” which involves occupations for which no coverage is afforded by the “Workers Compensation Laws” of any listed state; or
- d. “Bodily injury” for which benefits may be payable under the “Workers Compensation Laws” of any listed state, if in addition to those benefits you become legally liable to pay further damages for which you have no immunity under the “Workers Compensation Laws” of that listed state, but only to the extent of such further damages.

### 2. With respect to the “bodily injury” coverage in 1. above, Exclusions c. and d. of SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY are replaced by the following:

- a. “Bodily injury” to any employee, if with respect to the employee, you:
  - (1) have failed to comply with the “Workers Compensation Laws” of any listed state;
  - (2) have failed to buy or maintain insurance in the Workers Compensation Fund of any listed state; or
  - (3) are in default in the payment of premium or furnishing information to the administration of that fund.
- b. “Bodily injury”, if benefits for that “bodily injury” are payable under the U.S. Longshoremen’s & Harbor Workers’ Compensation Act or the Federal Coal Mine Health and Safety Act.

- c. Any obligation for which you or another insurance company as your insurer may be held liable under any:
  - (1) "Workers Compensation Laws";
  - (2) Disability Benefits or Unemployment Compensation Law; or
  - (3) Any similar law.

**3. With respect to this endorsement only, the Limit(s) of Insurance:**

- a. Shown in the Declarations do not apply;
- b. Shown below as Bodily Injury by Accident – each accident is the most we will pay for all damages because of "bodily injury" to one or more employees in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident;
- c. Shown below as Bodily Injury by Disease – aggregate is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of persons who sustain "bodily injury" by disease;
- d. Shown below as Bodily Injury by Disease – each employee is the most we will pay for all damages because of "bodily injury" by disease to any one employee, subject to 3.c. above.

Under parts c. and d. above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

**4. With respect to this endorsement only, the DEFINITIONS Section is amended by the following:**

- a. Part 4.c. does not apply.
- b. The following definition is added:

"Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the policy period. It does not include the provisions of any law that provide non-occupational disability benefits.

**SCHEDULE**

**LIST OF STATES:**

**U.S.A.**

**LIMITS OF INSURANCE:**

<b>Bodily Injury By Accident</b>	<b>\$1,000,000</b>	<b>Each Accident</b>
<b>Bodily Injury By Disease</b>	<b>\$2,000,000</b>	<b>Aggregate</b>
<b>Bodily Injury By Disease</b>	<b>\$1,000,000</b>	<b>Each Employee</b>

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

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

## **EMPLOYEE BENEFITS LIABILITY – (Claims Made Coverage)**

This endorsement provides additional coverage for Employee Benefits Liability as follows:

With respect to the additional coverage provided by the endorsement only, certain provisions of the General Liability Coverage Form JRF-FSL-037 are amended and replaced as set forth below. The limits of Insurance for this additional coverage are shown in the schedule below.

### **SCHEDULE**

#### **LIMITS OF INSURANCE:**

Aggregate Limit                    \$    **2,000,000**

Each Employee Limit            \$    **1,000,000**

A \$1,000 deductible applies to each claim.

This insurance does not apply to damages because of acts, errors, or omissions, which occurred before the Retroactive date, shown below.

Retroactive date:                    **NONE**

#### **1. INSURING AGREEMENT**

We will pay those sums the insured becomes legally obligated to pay as damages due to any negligent act, error, or omission by you or any person for whose acts you are legally responsible in the "management" of "public employee benefits" or "private employee benefits". This insurance does not apply to damages because of acts, errors, or omission, which occurred before the Retroactive date or after the endorsement period.

We will have the right and duty to defend any "suit" seeking such damages; but:

- a. The amount we will pay for damages is limited as described in Section 4. LIMITS OF INSURANCE;
- b. We may at our discretion, investigate any act, error, or omission and settle any claim or "suit" that may result;
- c. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

This insurance applies only if a claim for damages because of a negligent act, error or omission in the "management" of "public employee benefits" or "private employee benefits" is first made against any insured during the endorsement period by:

- a. Your employee;
- b. your former employee; or
- c. the beneficiaries or legal representatives of your employee or your former employee.

A claim by a person or organization will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever is first.

All claims for damages by the same person and due to the same or related negligent act, error or omission will be deemed to have been made at the time the first of those claims is made against any insured.

Written notice given by the insured during the endorsement period of an act, error or omission taking place during the endorsement period which may result in a claim will be considered a claim made against the insured during the endorsement period.

## **2. EXCLUSIONS**

This insurance does not apply:

- a. If as of the effective date of this endorsement the insured had knowledge or could reasonably foresee any circumstances, which might result in the claim.
- b. To fines, penalties or taxes.
- c. To damages for acts, errors or omissions, which occurred before the Retroactive date, shown in the Schedule.
- d. To any claim for damages because of:
  - (1) Dishonest, fraudulent, criminal, or malicious acts or omissions.
  - (2) Libel or slander.
  - (3) Discrimination or humiliation.
  - (4) The willful or reckless violation of any statute.
  - (5) Loss of money, bank notes, bullion, checks, money orders, and all other negotiable and non-negotiable instruments representing money.
  - (6) "Bodily injury" or "property damage".
  - (7) The insured's failure to comply with any:
    - (a) Workers Compensation law;
    - (b) Unemployment Insurance law;



- (c) Social Security or Disability Benefits law; or
- (d) similar law.
- (8) The failure of any insurer to perform a contract.
- (9) The failure of any investment to perform.
- (10) The advice given by an insured to participate or not participate in any “public employee benefits” or “private employee benefits” plans.
- (11) A lack of funds to meet any obligation under any “public employee benefits” or “private employee benefits” plan.

### **3. SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim or “suit” we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against the insured in the “suit”.
- e. Pre-judgment interest awarded against the insured on the part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

### **4. LIMITS OF INSURANCE**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) claims made or “suits” brought; or
  - (3) persons or organizations making claims or bringing “suits”.
- b. The Aggregate Limit is the most we will pay for damages due to all negligent acts, errors, or omissions insured under this endorsement.

- c. The Each Employee Limit is the most we will pay for all damages to any one employee including dependents and beneficiaries, subject to 4.b. above.

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

## **5. DEDUCTIBLE**

- a. A \$1,000 deductible applies to each claim made with respect to the insurance provided by this endorsement.
- b. Claims due to the same negligent act(s), error(s), or omission(s) of one or more of the insureds are a single claim, and only one deductible applies.
- c. We may pay all or part of the deductible in order to settle any claim. You will pay us promptly for any deductible amount we pay.

## **6. ADDITIONAL CONDITIONS**

- a. Duties In The Event of Injury, Claim or Suit.

(1) You must see to it that we are notified as soon as practicable of any act, error or omission which may result in a claim under this insurance. Notice should include:

- (a) How, when and where the act, error or omission took place; and
- (b) the names and addresses of any injured persons and witnesses.

(2) If a claim is received by an insured you must:

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

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

(3) You and any other involved insured must:

- (a) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- (b) authorize us to obtain records and other information;
- (c) cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and
- (d) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.

(4) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

b. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary except when (2) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

(2) Excess Insurance

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

- (a) That is effective prior to the beginning of the effective date of this insurance and applies to damages on other than a claims-made basis, if;
  - (i) no Retroactive Date applies to this insurance; or
  - (ii) the other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this endorsement.

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

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

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

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

(3) Method of Sharing

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

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

## 7. ADDITIONAL DEFINITIONS

As respects the insurance provided by this endorsement:

- a. "Management", when performed by you or a person designated by you, means:
  - (1) Counseling employees, including their dependents and beneficiaries, but only with respect to "private employee benefits";
  - (2) interpreting "private employee benefits";
  - (3) handling "public employee benefits" and "private employee benefits" records; and
  - (4) enrollment, termination, or cancellation of employees under "public employee benefits" or "private employee benefits".
- b. "Private Employee Benefits" means:
  - (1) Group Life Insurance;
  - (2) Group Accident or Health Insurance;
  - (3) Profit-Sharing plans;
  - (4) Pension plans;
  - (5) Employee stock subscription plans; and
  - (6) Employee travel, vacation, or savings plans.
- c. "Public Employee Benefits" means:
  - (1) Worker's Compensation;
  - (2) Unemployment Insurance;
  - (3) Social Security; and
  - (4) Disability Benefits Insurance.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYEE BENEFITS LIABILITY EXTENDED REPORTING PERIOD

The insurance provided under the Employee Benefits Liability endorsement is subject to the following additional provisions:

1. A claim first made against the insured during the Extended Reporting Period shown below, due to a negligent act, error or omission committed or alleged to be committed prior to the inception date of this period and which would be otherwise insured by the endorsement, will be deemed to have been made on the last day of the Employee Benefits Liability endorsement.
2. If you obtain other insurance, which replaces the insurance provided by the Employee Benefits Liability endorsement, the Extended Reporting Period shown below will end on the effective date of the other insurance.

Extended Reporting Period from **Inception** to **90 Days After Policy Ends**

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **WORLDWIDE COVERAGE TERRITORY**

It is agreed that General Liability Coverage Form JRF-FSL-037, is hereby amended as follows:

Section IV Conditions, Paragraph 10, Expanded Coverage Territory is added as follows:

- (1) If a "suit" is brought in a part of the "Coverage Territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law or otherwise from defending a "Primary Insured", the "Primary Insured" will initiate a defense of the "suit". We will reimburse the "Primary Insured", under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "Coverage Territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- (2) All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. Currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- (3) Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America.
- (4) The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation, or other governmental authority was in full effect.

Section IV Conditions Paragraph 4, Excess Insurance (6) and (7) are added as follows:

- (6) Any insurance available to the insured to defend or pay damages for any liability determined in a "suit" brought outside the United States of America (including its territories and possessions) Puerto Rico or Canada; or

(7) Any insurance required by law, regulation or other governmental authority in a part of the "Coverage Territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

Section V Definitions, Paragraph 4, "Coverage Territory" is deleted and replaced by the following;

"Coverage Territory" means: anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)**

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



2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **Absolute Microorganism Exclusion**

This policy does not insure any loss, damage, claim, cost expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supercedes any provision in the policy that provides insurance, in whole or in part, for these matters.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **Biological or Chemical Materials Exclusion**

It is agreed that this Insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **TOTAL ASBESTOS EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

All other terms and conditions remain unchanged.

## **U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED** **NOT PURCHASED CLAUSE**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

## **U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED** **NEW & RENEWAL BUSINESS ENDORSEMENT**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.*

In consideration of an additional premium of USD \_\_\_\_\_ paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

## **U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED** **IN FORCE BUSINESS ENDORSEMENT**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.*

In consideration of an additional premium of USD \_\_\_\_\_, it is hereby noted and agreed with effect from 1 January 2021 that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

In the event that the Premium as shown above is not paid to the Underwriter(s) by the Payment Date specified in the accompanying Notice, then said Terrorism exclusion will be fully reinstate from 1 January 2021.

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payments for terrorism losses.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.



# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

## **APPLICABLE LAW (U.S.A.)**

This insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

## **SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Locke, Lord, Bissell, 111 South Wacker Drive, Chicago, Illinois 60606-4302, U.S.A. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which make provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# **LLOYD'S PRIVACY POLICY STATEMENT**

## **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **LOSS DUE TO VIRUS OR BACTERIA**

We do not cover loss or damage directly or indirectly caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. This exclusion applies regardless of any other cause or event contributing to the loss concurrently or in any other sequence.

The terms of the exclusion above, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded by this Policy.

All other terms and conditions remain unchanged.

CANADIAN ENDORSEMENT

(hereinafter referred to as the "Canadian Endorsement")

attaching to the

**{NAME OF CONTRACT To Be Completed}**

commencing **{DATE To Be Completed}**

(hereinafter referred to as the "Global Contract")

between

**{INSURED'S NAME To Be Completed}**

as more particularly described in the Global Contract

(hereinafter referred to as the "Insured")

and

VARIOUS UNDERWRITERS AT LLOYD'S, LONDON

(hereinafter referred to as "Lloyd's Underwriters")

Ref: **{UMR To Be Completed}**

The coverage provided under this Canadian Endorsement is intended to cover the Canadian portion of the risks that would otherwise be insured by the Lloyd's Underwriters under the Global Contract, for the period specified therein (the "Canadian risks") and for which the Underwriters have allocated a Premium of **{X% / Canadian Dollars x,xxx.xx / U.S.Dollars x,xxx,xx To Be Completed}** , part of the premium payable under the Global Contract.

The insurance of such Canadian risks has been effected for and on behalf of certain Lloyd's Underwriters, whose definitive numbers and the proportions underwritten by them can be ascertained by reference to the Global Contract.

The said Lloyd's Underwriters are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained herein and within the Global Contract and this Canadian Endorsement shall incorporate all terms, conditions and limitations in the Global Contract relating to the operation of cover in respect of the Canadian risks.

It is hereby agreed that the interests and liabilities of the Lloyd's Underwriters for the Canadian risks insured under the Global Contract are as more particularly described in the Global Contract. Notwithstanding any provision to the contrary in the Global Contract, the total liability of the Lloyd's Underwriters under this Canadian Endorsement and the Global Contract shall not exceed their proportion of the total insurance coverage amount specified in the Global Contract and liability under this Canadian Endorsement for the Canadian risks remains limited by the provisions of the Global Contract.

Any payment by the Lloyd's Underwriters under this Canadian Endorsement shall reduce by that amount the total liability of the Lloyd's Underwriters under the Global Contract. Any payment by the Lloyd's Underwriters under the Global Contract shall reduce by that amount the total liability of the Lloyd's Underwriters under this Canadian Endorsement.

The governing law of this Canadian Endorsement shall be as determined by the Global Contract.

The provisions for service of suit under this Canadian Endorsement shall be as determined by the Global Contract.

References in this Canadian Endorsement to the "Global Contract" shall refer to the Global Contract identified by the UMR referenced above and shall include any subsequent issued insurer authorised evidence of cover.

#### **INTENTION FOR AIF TO BIND CLAUSE**

*Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance Companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.*

*And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);*

- a) This Canadian Endorsement shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this Canadian Endorsement and applicable Canadian law;*
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this Canadian Endorsement (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;*
- c) This Canadian Endorsement shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this endorsement.*

01/11/11

LMA5182

**Signing page**

Canadian Endorsement signed for and on behalf of Lloyd's Underwriters

---

01/11/11  
LMA3104



## **CANADIAN GLOBAL SLIP ENDORSEMENT AND INTERLOCKING CLAUSE**

It is hereby understood and agreed that -

1. a separate contract in the form of the attached "Canadian Endorsement" shall apply to the Canadian portion of the risks that would otherwise be (re)insured by the Lloyd's Underwriters under this Global Contract.
2. the total liability of the Lloyd's Underwriters under the Canadian Endorsement and under this Global Contract shall not exceed their proportion of the total (re)insurance coverage amount specified in this Global Contract and liability under this Canadian Endorsement for the Canadian risks remains limited by the provisions of this Global Contract.
3. in respect of the attached Canadian Endorsement a separate contract (the Canadian Policy) will be issued by Lloyd's Underwriters' attorney and chief agent in Canada to replace the attached Canadian Endorsement and in that regard LMA5181/5182 as appropriate will apply.

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

09/14

LSW1542F

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SPECIAL ENDORSEMENT # A.**

### **SPECIAL COVERAGE EXTENSION PRIMARY COVERAGE**

It is agreed that General Liability Coverage Form JRF-FSL-037, Section IV – General Liability Conditions is hereby amended by the addition of section 9., and other terms and conditions as follows:

#### **9. Primary Insurance – “Primary Insureds”**

If any other insurance with any other insurer is available to any “Primary Insureds” covering any loss which may also be covered hereunder, the coverage afforded by this policy on behalf of any “Primary Insureds” shall specifically be primary over any other insurance, whether primary, excess, contingent or on any other basis. We will have the right and duty to defend any “suit” seeking damages against “Primary Insureds” to which this insurance applies. However, we will have no duty to defend an insured against any “suit” to which this insurance does not apply.

We have no duty to defend any insured that is not a “Primary Insured”.

Because this insurance is specifically intended to be primary coverage for “Primary Insureds”, if any other insurance with any other insurer is available to any “Primary Insureds” covering any loss which may also be covered hereunder, such other insurance shall specifically be in excess of and shall not contribute with this insurance.

#### **ADDITIONAL DEFINITION**

“Primary Insureds” means: All insureds except “Chapters”, “Colonies”, “Undergraduate Insureds”, any party that may be afforded rights under a valid “Insured Contract”, and “Additional Insureds”.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SPECIAL ENDORSEMENT # B.**

### **SPECIAL ADDITIONAL EXCLUSION**

#### **HAZING EXCLUSION**

It is agreed that General Liability Coverage Form JRF-FSL-037, Section 1, 2. Exclusions is hereby amended as follows:

#### **I. SPECIAL ADDITIONAL EXCLUSION – “HAZING”**

No insurance coverage afforded by this policy shall apply to any insured for any claim arising out of, in any way related to, or in any way resulting from any type or form of “Hazing”.

This exclusion applies to any claim alleging liability arising out of, in any way related to, or in any way resulting from or involving “Hazing” under any legal theory, including but not limited to negligence and negligent failure to supervise or to prevent the “Hazing” of any person.

This exclusion does not apply to (Insert the National Fraternity Insureds Wordings), “Housing Organizations”, “Alumni Organizations”, “Directors and Officers”, or “Individual Insureds” provided that said insured did not directly cause or actively participate in “Hazing”.

#### **II. ADDITIONAL DEFINITION**

As used in this policy “Hazing” means without limitation:

Any act or situation created by any insured, with or without the consent of another party, including punishment, harassment, disturbance, embarrassment, intimidation, ill-treatment, discomfort, personal abuse, persistent torment, criticism, or ridicule, of a physical or mental nature, which is imposed upon any person via the execution upon them, their subjection to, or the extraction from them of any unnecessary, needless, unpleasant, disagreeable, difficult, absurd, abusive, offensive, or ridiculous, tricks or tasks, including those of a foolish, deceptive, or fraudulent nature. The term “Hazing” also includes hazing as defined by the written rules, regulations, bylaws, policies and procedures of the First Named Insured’s policy on hazing. Such written rules, regulations, bylaws, policies and procedures are hereby incorporated into and made a part of this insurance policy by reference as if fully set forth verbatim.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SPECIAL ENDORSEMENT # C.**

### **SPECIAL ADDITIONAL EXCLUSION**

### **SEXUAL ABUSE OR MISCONDUCT EXCLUSION**

It is agreed that General Liability Coverage Form JRF-FSL-037, Section 1, 2. Exclusions is hereby amended as follows:

#### **I. SPECIAL ADDITIONAL EXCLUSION - "SEXUAL ABUSE OR MISCONDUCT"**

No insurance coverage afforded by this policy shall apply to any insured for any claim arising out of, in any way related to, or in any way resulting from any type or form of "Sexual Abuse or Misconduct".

This exclusion applies to any claim alleging liability arising out of, in any way related to, or in any way resulting from or involving sexual abuse or misconduct under any legal theory, including but not limited to negligence and negligent failure to supervise or to prevent the sexual abuse or misconduct of any person.

This exclusion does not apply to (Insert the National Fraternity Insureds Wordings), "Housing Organizations", "Alumni Organizations", "Directors and Officers", or "Individual Insureds" provided that said insured did not directly cause or actively participate in "Sexual Abuse or Misconduct".

#### **II. ADDITIONAL DEFINITION**

As used in this policy, "Sexual Abuse or Misconduct" means without limitation:

Any form of sexually abusive behavior whether physical, mental, or emotional, including but not limited to violation of the written rules, regulations, bylaws, policies and procedures regarding "Sexual Abuse or Misconduct" that are established by the First Named Insured's policy on sexual abuse or misconduct at the time of loss. Such written rules, regulations, bylaws, policies and procedures are hereby incorporated into and made part of this insurance policy by reference as if fully set forth verbatim.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **SPECIAL ENDORSEMENT # D.**

### **SPECIAL ADDITIONAL EXCLUSION**

#### **PHYSICAL ALTERCATION, ASSAULT AND / OR BATTERY**

It is agreed that the General Liability Coverage Form JRF-FSL-037, Section I, 2. Exclusions is hereby amended as follows:

#### **I. SPECIAL ADDITIONAL EXCLUSION PHYSICAL ALTERCATION, "ASSAULT AND / OR BATTERY"**

No insurance coverage afforded by this policy shall apply to any insured for any claim arising out of, in any way related to, or in any way resulting from any type or form of "Assault and / or Battery" or "Physical Altercation".

This exclusion applies to any claim alleging liability arising out of, in any way related to, or in any way resulting from or involving "Assault and / or Battery" or "Physical Altercation" under any legal theory, including but not limited to negligence and negligent failure to supervise or to prevent the or "Assault and / or Battery" "Physical Altercation" of any person.

This exclusion does not apply to (Insert the National Fraternity Insureds Wordings), "Housing Organizations", "Alumni Organizations", "Directors and Officers", or "Individual Insureds" provided that said insured did not directly cause or actively participate in "Assault and or Battery" or "Physical Altercation".

#### **II. ADDITIONAL DEFINITION**

"Assault and / or Battery" means: The terms as defined by the state statutes of the state in which the "Assault and / or Battery" allegedly occurred.

"Physical Altercation" means: A dispute between individuals including but not limited to scuffling, brawling or fighting in which one or more persons sustain bodily injury or property damage arising out of in any way related to, or in any way resulting from the dispute.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL ENDORSEMENT # E.

### SPECIAL ADDITIONAL EXCLUSION

#### VIOLATIONS OF FRATERNITY ALCOHOL OR DRUG POLICY

It is agreed that this special exclusion applies to all coverage afforded by this policy and this exclusion applies to and supersedes all other policy terms and conditions:

#### **I. SPECIAL ADDITIONAL EXCLUSION – “VIOLATIONS OF FRATERNITY ALCOHOL OR DRUG POLICY”**

No insurance coverage afforded by this policy shall apply to any insured for any claim arising out of, in any way related to, or in any way resulting from any “Violation” of “Fraternity Alcohol or Drug Policy”.

This exclusion applies to any claim alleging liability arising out of, in any way related to, or in any way resulting from or involving any “Violation” of “Fraternity Alcohol or Drug Policy” under any legal theory including but not limited to negligence, negligent failure to care for persons under the influence of alcohol or drugs, or negligent failure to supervise or to prevent the “Violation” of “Fraternity Alcohol or Drug Policy”.

This exclusion does not apply to (Insert the National Fraternity Insureds Wordings), “Housing Organizations”, “Alumni Organizations”, “Directors and Officers”, or “Individual Insureds” provided that said insured did not directly cause or actively participate in any “Violation” of “Fraternity Alcohol or Drug Policy”.

#### **II. ADDITIONAL DEFINITIONS**

“Fraternity Alcohol or Drug Policy” means: The written rules, regulations, bylaws, or procedures regarding alcohol or drugs that are established by the First Named Insured at the time of loss, including but not limited to the “Fraternity Alcohol or Drug Policy” of the First Named Insured. Such written rules, regulations, bylaws, policies and procedures are hereby incorporated into and made part of this insurance policy by reference as if fully set forth verbatim.

“Violation” means: A factual determination that some breaking, infraction, or breach of “Fraternity Alcohol or Drug Policy” occurred, including but not limited to such a determination by the First Named Insured or a court or other legal authority that is requested to determine if a “Violation” has occurred.

All other terms and conditions remain unchanged.



# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **SPECIAL ENDORSEMENT # F.**

### **PUNITIVE DAMAGES**

It is agreed that General Liability Coverage Form JRF-FSL-037, Section V. Definitions. 1. "Advertising Injury", 3. "Bodily Injury", 10. "Personal Injury", 12. "Property Damage" and other terms and conditions are hereby amended as follows:

#### **I. "PUNITIVE OR EXEMPLARY DAMAGES"**

The definitions of "Bodily Injury", "Property Damage", "Personal Injury" and "Advertising Injury" included in Form JRF-FSL-037 are understood to include "Punitive or Exemplary Damages", and this policy is agreed to afford coverage for "Punitive or Exemplary Damages" provided such damages are insurable under the law of the state in which such damages are awarded.

#### **II. ADDITIONAL DEFINITION**

"Punitive or Exemplary Damages" means: The terms as defined by the state statutes of the state in which a suit is filed requesting such damages.

All other terms and conditions remain unchanged.

# **FRATERNITY / SORORITY INSURANCE PROGRAM GENERAL LIABILITY COVERAGE**

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

## **SPECIAL ENDORSEMENT #G.**

### **SPECIAL ADDITIONAL EXCLUSION**

### **CONTRACTUAL LIABILITY EXCLUSION FOR "HOST SCHOOLS"**

It is agreed that General Liability Coverage Form JRF-FSL-037, Section 1, 2. Exclusions is hereby amended with the addition of exclusion n. as follows:

#### **HOST SCHOOLS - "CONTRACTUAL LIABILITY EXCLUSION"**

No "Insured Contract" coverage afforded by this policy shall apply to any insured for any claim arising out of, in any way related to, or in any way resulting from the assumption of any liability for a "Host School's" negligence.

This exclusion applies to any claim alleging liability arising out of, in any way related to, or in any way resulting from or involving the "Host School's" negligence under any legal theory, including but not limited to negligence and negligent failure to supervise.

#### **ADDITIONAL DEFINITION**

As used in this policy, "Host School" means: any school where a "Chapter" or "Colony" of the First Named Insured is located or operates.

All other terms and conditions remain unchanged.

## **CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)**

### **IMPORTANT NOTICE:**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**

**6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

**7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

# **LOSS REPORTING AND CONTACT INFORMATION**

## **James R. Favor & Company Claims Department**

### **LOSS REPORTING PROCEDURE:**

To ensure that you receive prompt claims service, be sure to report any accident, incident, or occurrence that may result in a potential claim or loss immediately to James R. Favor & Company. This enables us to provide prompt professional claims assistance to examine your loss as quickly as possible. Your loss may give rise to a claim under your Lloyd's of London Insurance policy. The sooner the matter can be reported generally the better the outcome. It is important to report matters while facts and details are fresh pertaining to the incident.

### **NOTICE OF LOSS:**

The notice and report of any loss under your Lloyd's of London insurance policy may be reported and communicated by:

- calling the toll-free claims hotline: **(800) 344-7335 option 2**
- reporting via email to: **teresa@jrfco.com**
- or by mail to: **James R. Favor & Company, LLC  
Attention Claims Department  
14466 East Evans Avenue  
Aurora, CO 80014-1409**

If this first notice and report is made orally, it should be confirmed in writing, including at least the same information as was provided in the oral first notice, and report within 24-hours if possible.

### **LEAVING A MESSAGE:**

When leaving a message on the answering service, please include the following information:

- name and phone number of person to contact, insured name, and location; and
- a brief description of the loss.

A claims representative will return your call promptly during normal business hours Monday through Friday, 8am to 5pm mountain time.

**CLAIMS MANAGER: Ms. Teresa Bustios, Vice President of Claims**

