



Estimated cost to the District for this request: \$100



February 14, 2022

Timothy Wood
1403 Brookhaven Drive
Mahomet, IL 61853
tswood1810@gmail.com

Dear Mr. Wood:

On February 7, 2022, Mahomet-Seymour Community School District 3 received a Freedom of Information Act (FOIA) request from you for the following records:

- A photocopy of your Public Official Surety Bond required by Illinois (15 ILCS 405/3) (from Ch. 15, par. 203).
- A photocopy of the governing board of education blanket surety bond if your board requires the members to be bonded under a blanket bond.
- A photocopy of your Errors & Omissions (E&O), a Surety Liability Insurance policy, and the Duty of Care policy if applicable.
- A photocopy of the power of attorney for the surety bond company.
- A photocopy of the Blanket Bond power of attorney for the surety bond company if applicable.
- A photocopy of your oath of office.

The following documents are responsive to your request and are submitted herewith:

- Linebacker Policy (Public Officials & Employment Practices Liability)

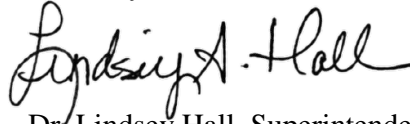
Pursuant to Section 9(a) of the Freedom of Information Act, 5 ILCS 140/9(a), you are hereby notified that this decision was made by Dr. Lindsey Hall, Superintendent and FOIA Officer, and that you have a right to review by the Public Access Counselor:

Ms. Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 S. 2nd Street
Springfield, IL 62706
Telephone: 312-814-5526 or 1-877-299-FOIA (3642)
Fax: 217-782-1396

Email: publicaccess@atg.state.il.us

You are further notified that you have the right to judicial review as provided in Section 11 of the Act, 5 ILCS 140/11.

Sincerely,

A handwritten signature in black ink that reads "Lindsey A. Hall". The signature is written in a cursive, flowing style.

Dr. Lindsey Hall, Superintendent and FOIA Officer

FREEDOM OF INFORMATION ACT REQUEST

To: Chief FOIA Officer
Dr. Lindsey Hall
Mahomet-Seymour CUSD #3
1301 S Bulldog Dr.
Mahomet, IL. 61853
Request Date: January 28th, 2022

Name and Address of Requestor:
Timothy Wood
1403 Brookhaven Dr. Mahomet, IL. 61853
Phone #: 217-991-0605
Email: tswood1810@gmail.com

This is a request under the Freedom of Information Act, The Sunshine Act 5 U.S.C. § 552b, and The Illinois Freedom of Information Act (5 ILCS 140).

I request that a photocopy of the following documents be provided to me:

- A photocopy of your Public Official Surety Bond required by Illinois **(15 ILCS 405/3) (from Ch. 15, par. 203)**.
- A photocopy of the governing board of education blanket surety bond if your board requires the members to be bonded under a blanket bond.
- A photocopy of your Errors & Omissions (E&O), a Surety Liability Insurance policy, and the Duty of Care policy if applicable.
- A photocopy of the power of attorney for the surety bond company.
- A photocopy of the Blanket Bond power of attorney for the surety bond company if applicable.
- A photocopy of your oath of office.

I am a private citizen seeking information concerning your public official surety bond, or the Errors & Omissions (E&O), and or the Duty of Care policy that you are required by the state of Illinois to obtain before swearing the oath of office.


(15 ILCS 405/3) (from Ch. 15, par. 203) Sec. 3. Oath and Bond:

Before entering upon the duties of his or her office, the Comptroller shall take and subscribe to the oath or affirmation prescribed by Article XIII, Section 3 of the constitution and shall give bond payable to the People of the State of Illinois in the sum of \$1,000,000 by inclusion in the blanket bond or bonds or self-insurance program provided for in Sections 14.1 and 14.2 of the Official Bond Act. The bond shall be conditioned (i) on the faithful discharge of the Comptroller's duties, (ii) on the delivery of all papers,

books, records, and other property appertaining to his or her office, whole, safe, and undefaced, to the successor in office, and (iii) on the Comptroller giving such additional bonds as may be legally required.

Public Official Surety Bond requests fall under the **Freedom of Information Act (FOIA), 5 U.S.C. § 552, The Sunshine Act 5 U.S.C. § 552b, The Illinois Freedom of Information Act (5 ILCS 140)**, and by law you are obligated to supply me with this information.

It is public knowledge in the State of Illinois that all school boards in the state and the superintendents are required to be bonded, carry an surety liability insurance policy, an Errors & Omissions, or a Duty of Care policy.

 2-7-22
Signature of Requesting Individual Date

Do you want copies of the documents? **Yes.**

How do you want the copies? **Electronic.**

Is this request for a commercial purpose? **No.**

Are you requesting a fee waiver? **Yes.**

Is there a deadline to comply? **Yes - 10 days.**



EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 6L0-72-70

LINEBACKER PUBLIC OFFICIALS AND
EMPLOYMENT PRACTICES LIABILITY
DECLARATIONS

POLICY PERIOD: FROM 06/30/21 TO 06/30/22

* POLICY NUMBER *
* 6 L 0 - 7 2 - 7 0 ---22 *

NAMED INSURED

PRODUCER

MAHOMET-SEYMOUR CUSD #3
1301 S BULLDOG DR
MAHOMET IL 61853-4204

DIRECT BILL

THIS POLICY RENEWAL IS OFFERED CONTINGENT UPON THE RECEIPT OF PAYMENT
WHICH IS DUE ON 08/01/21.

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: K-12 PUBLIC SCHOOL

* THIS IS A CLAIMS MADE POLICY *
* PLEASE READ CAREFULLY *

LIMITS OF LIABILITY

EACH LOSS \$ 1,000,000

AGGREGATE FOR EACH POLICY TERM \$ 1,000,000

INSURED'S DEDUCTIBLE EACH CLAIM \$ 5,000
(INCLUDING DEFENSE EXPENSE)

RETROACTIVE DATE AND EXCESS EXTENDED REPORTING PERIOD:

THIS INSURANCE DOES NOT APPLY TO WRONGFUL ACTS WHICH OCCUR
BEFORE THE RETROACTIVE DATE SHOWN BELOW.

RETROACTIVE DATE: 07/01/95

AVAILABLE SUPPLEMENTAL EXTENDED REPORTING PERIOD: (UNLIMITED)



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EMPLOYERS MUTUAL CASUALTY COMPANY
MAHOMET SEYMOUR CUSD 3

EFF DATE: 06/30/21

POLICY NUMBER: 6L0-72-70
EXP DATE: 06/30/22

COVERAGE IS PROVIDED FOR BOARD AND ALL EMPLOYEES

(THE ADVANCE PREMIUM IS A MINIMUM PREMIUM FOR THE POLICY TERM)
A \$100 MINIMUM POLICY PREMIUM APPLIES
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE

FORMS APPLICABLE:

CL7001(01/21)*, CL7110(01/18), CL7128(05/20)*, CL7153(01/18),
CL7156(01/18), CL7161(01/18), CL7176.4(01/18), CL7177(01/18),
CL7181(01/18), CL7202(10/15), CL8322(10/15), IL7004(03/20)*,
IL7017(01/18), IL7130A(04/01)*, IL7131A(04/01)*, IL7141(01/18),
IL7149(01/08), IL7326(01/18), IL7621(04/16), IL8062(07/16)*,
IL8383.2A(12/20)*, IL8384A(01/08), IL8599(11/11)

Refer to prior distribution(s) for any forms not attached

DATE OF ISSUE: 07/01/21 BPP

FORM CL7000A (10-12)

BPP 06/30/21

022

KC

6L07270 2201



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 6L0-72-70---22

MAHOMET-SEYMOUR CUSD #3

EFF DATE: 06/30/21

EXP DATE: 06/30/22

LINEBACKER POLICY
DECLARATIONS

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CL7001	01-21	LNBKR PUBLIC/EPLI COVERAGE FORM	
CL7110	01-18	NUCLEAR ENERGY LIABILITY EXCLUSION	
*CL7128	05-20	TORT LIABILITY ENDORSEMENT	
CL7153	01-18	EXCL-FUNGI OR BACTERIA	
CL7156	01-18	CAP ON LOSSES CERT ACTS OF TERRORISM	
CL7161	01-18	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
CL7176.4	01-18	EXTENDED REPORTING PERIOD AMENDATORY	
CL7177	01-18	ILLINOIS CHANGES ENDORSEMENT	
CL7181	01-18	LIMITED LAW ENFORCEMENT EXTENSION	
CL7202	10-15	DATA COMPROMISE & CYBER LIAB EXCL	
CL8322	10-15	ADVISORY NOTICE TO POLICYHOLDERS	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
IL7017	01-18	IL CHANGES - CANCELLATION/NONRENEWAL	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7141	01-18	ILLINOIS CHANGES - DEFENSE COSTS	
IL7149	01-08	COMMON POLICY CONDITIONS	
IL7326	01-18	CALCULATION OF PREMIUM	
IL7621	04-16	IL-COMPANY ELIMINATION ENDORSEMENT	
*IL8062	07-16	NOTICE OF AVAILABILITY - ILLINOIS	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	
IL8384A	01-08	TERRORISM NOTICE	
IL8599	11-11	IL NOTE-PH RELIG FRDM PROT/CIVIL UN	

DATE OF ISSUE: 07/01/21

FORM: IL7131A (ED. 04-01)

022

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6L07270 2201



EMPLOYERS MUTUAL CASUALTY COMPANY
MAHOMET-SEYMOUR CUSD #3

POLICY NUMBER: 6L0-72-70---22
EFF DATE: 06/30/21 EXP DATE: 06/30/22

T E R R O R I S M N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

For additional information, please contact your agent

DATE OF ISSUE: 07/01/21

FORM: IL8384A (01-08)

022

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6L07270 2201



EMPLOYERS MUTUAL CASUALTY COMPANY
MAHOMET-SEYMOUR CUSD #3

POLICY NUMBER: 6L0-72-70---22
EFF DATE: 06/30/21 EXP DATE: 06/30/22

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts)

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

INCLUDES COPYRIGHTED MATERIAL OF ISO PROPERTIES, INC. WITH ITS PERMISSION

DATE OF ISSUE: 07/01/21

FORM: IL8383.2A(12-20)

022

KC

6L07270 2201



EMPLOYERS MUTUAL CASUALTY COMPANY

N A M E D I N S U R E D E N D O R S E M E N T

POLICY PERIOD: FROM 06/30/21 TO 06/30/22

* POLICY NUMBER *
* 6 L 0 - 7 2 - 7 0---22 *

N A M E D I N S U R E D :

P R O D U C E R :

MAHOMET-SEYMOUR CUSD #3
1301 S BULLDOG DR
MAHOMET IL 61853-4204

DIRECT BILL

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 06/30/21 TO 06/30/22 *

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE NAMED INSURED
IS AMENDED TO READ AS FOLLOWS:

1ST NAMED INSURED:
MAHOMET-SEYMOUR CUSD #3

PLACE OF ISSUE: OAKBROOK TERRACE, IL
DATE OF ISSUE: 07/01/21

FORM: IL7130A (ED. 04-01)

022

KC

6L07270 2201

LINEBACKER PUBLIC OFFICIAL'S AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

COVERAGES A AND B PROVIDE CLAIMS – MADE AND REPORTED COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY

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 a Named 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 VI – Definitions**.

SECTION I – COVERAGES

1. Insuring Agreement Coverage A – Public Officials Liability and Coverage B – Employment Practices Liability

a. Public Officials Liability

We will pay for “defense expense(s)” and/or those sums that the insured becomes legally obligated to pay as “damages” because of a “public official’s wrongful act” rendered in discharging duties on behalf of the named insured.

b. Employment Practices Liability

We will pay for “defense expense(s)” and/or those sums that the insured becomes legally obligated to pay as “damages” because of an “employment wrongful act” rendered in discharging duties on behalf of the named insured.

2. Coverage Activation

a. “Damages” are paid excess of the deductible stated in the Declarations provided that:

- (1) The “wrongful act” on which the claim is based occurs on or after the “retroactive date” shown in the Declarations and not after the end of the policy period; and
- (2) The claim is first made and reported against any past, present or future insured:
 - (a) During the policy period, or
 - (b) If extended reporting period applies, during that period.

b. A claim will be deemed to have been made at the earliest of the following times:

- (1) When a claim is received by any insured;
- (2) When a claim is received by us; or
- (3) When you become aware of a “wrongful act” which may give rise to a claim being made against you.

c. You must give prompt written notice to us of such circumstances no later than:

- (a) The end of the policy period; or
- (b) If the Basic Extended Reporting Period applies, the end of the Basic Extended Reporting Period.

d. This insurance does not apply to any claim arising out of any “wrongful act” that occurs prior to the effective date of this policy or prior to the first policy issued by us that is an uninterrupted renewal that was either:

- (1) The subject of any demand, claim or other proceeding which was initiated against the insured; or
- (2) Based upon facts and circumstances which would cause a reasonable person to believe a claim would be made and which was known to any insured.

e. All claims resulting from a single “wrongful act” or a series of related “wrongful acts” shall be deemed one “wrongful act”. All such “wrongful acts” shall be deemed to have occurred at the time the first “wrongful act” took place or is alleged to have taken place.

3. Defense and “Defense Expenses”

a. With regard to any claim we defend:

- (1) “Defense expenses” are subject to the deductible, and
- (2) We shall have the right and duty to select counsel.
- (3) Our duty to pay “defense expenses” begins only after we are notified of a claim. Any previous expenses incurred are not covered and will not apply with respect to your deductible obligations.
- (4) Our obligation to pay further “defense expenses” ends after the first judgment has been entered by a court of law except for appeals of such judgment made by the claimant.

- (5) We do not have a duty to defend the insured against any claim, for "damages" or relief or redress in any form, to which this insurance does not apply.
- b. We will provide defense and pay "damages" of any claim seeking monetary damages that are covered by this policy. With regard to these claims:
 - (1) We shall pay "defense expenses" incurred in the defense of a covered claim, in addition to the applicable limit of liability.
 - (2) We are not obligated to defend any claim or to pay any "defense expense" after our limit of liability has been exhausted by payment of "damages".
 - (3) We will pay plaintiff/claimant attorney's fees/expenses, if awarded in satisfaction of a claim pursuant to statute, subject to the policy's limits of liability. This provision plus any "damages" will not exceed the Each Loss limit of liability shown in the Declarations. You will be responsible for the deductible.
- c. We will provide defense of claims to which this insurance applies that we have a duty to defend which are:
 - (1) Not seeking monetary damages or not seeking monetary damages other than plaintiff/claimant attorney fees/expenses;
 - (2) Seeking only injunctive or other non-monetary relief or redress; or
 - (3) Seeking monetary "damages" that are not covered by this policy.

"Defense expenses" paid in defense of these claims are within the policy's limits of liability. Our obligation to pay "defense expenses" ends when the limit of liability shown in the Declarations has been exhausted by the payment of "defense expenses".

We will pay plaintiff/claimant attorney's fees/expenses, if awarded pursuant to statute in satisfaction of a claim, subject to the policy's limits of liability. This provision plus any "defense expense" will not exceed the Each Loss limit of liability shown in the Declarations. You will be responsible for the deductible.

4. Supplementary Payments

- a. We will pay in addition to our limit of liability with respect to any claim we defend:
 - (1) All expenses we incur.
 - (2) The cost of bonds required of an insured to release attachments because of the claim, but only to the extent the bond amounts are within the applicable limit of insurance. We are not required to apply for or furnish any bonds.

- (3) All costs taxed against an insured in the claim except for plaintiff/claimant attorney's fees/expenses.
- (4) Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- (5) Interest on the covered amount of any judgment which accrues after a judgment is entered. Our duty to pay interest ends when we pay, offer to pay, or deposit in court that part of the judgment that is within the applicable limit of insurance.
- (6) Reasonable expenses an insured incurs at our request, other than loss of earnings. Such expenses do not include salaries of officials or "employees" of the insured.

5. Exclusions – Coverage A and Coverage B

Each of the following exclusions is an absolute exclusion with no duty to defend or pay "damages" unless otherwise indicated. If both an absolute exclusion and an exclusion with a duty to defend apply, coverage for "defense expenses" is excluded and we have no duty to defend.

This insurance does not apply to:

a. Abuse or Molestation

Any claim arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person; or
- (2) The negligent:
 - (a) Hiring;
 - (b) Employment;
 - (c) Investigation;
 - (d) Supervision;
 - (e) Reporting to the proper authorities, or failure to report; or
 - (f) Retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

This exclusion does not apply to the extent coverage is provided under **Section I 1.b. – Employment Practices Liability**.

b. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury"

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal and advertising injury", applicable to Coverage A only.

c. Bonds or Taxes

- (1) Debt financing, including but not limited to bonds, notes, debentures, guarantees of debt; or any facts or representations in the process of procuring bonds;

- (2) Taxes, including without limitation, the formulation of tax rates, assessments, the collection of taxes and/or the disbursement of tax refunds.

We will defend a claim under **5.c.**, but will have no obligation to pay “damages”.

d. Contractual Liability

- (1) Amounts actually or allegedly due under the terms of a contract;
- (2) Failure, refusal, or inability of the insured to enter into, renew or perform any contract or agreement. Exclusion **5.d. (2)** applies to Coverage **A** only; or
- (3) The procurement of goods and/or services, including, but not limited to construction, architect, or engineering, contracts or agreements.

We will defend a claim under Exclusion **5.d.**, but will have no obligation to pay “damages”.

e. Knowingly Wrongful Acts, Illegal Acts, Self-Dealing or Illegal Profit

- (1) Any criminal, malicious, fraudulent, knowingly wrongful, or dishonest act or omission.
- (2) Any “wrongful act” based upon or attributable to an insured gaining any personal profit or advantage to which an insured is not legally entitled.
- (3) The return of any remuneration paid to an insured if such payment is held to be in violation of the law.

This exclusion shall not apply until it has been established that the insured did commit such “wrongful act”.

f. Electromagnetic Fields

- (1) Any cost or expense arising out of, resulting from, caused or contributed to by, electromagnetic fields, provided that such injury or damage results from or is contributed to by the hazardous properties of electromagnetic fields;
- (2) The costs of abatement or mitigation of:
 - (a) Electromagnetic fields; or
 - (b) Exposure to electromagnetic fields;
- (3) Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with paragraphs (1) and (2) above; or
- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs (1), (2) or (3) above.

g. Expected or Provided Facilities, Products or Services

Any expense for facilities, products or services normally provided or expected, by anyone, to be provided by the insured. We will defend a claim under Exclusion **5.g.**, but will have no obligation to pay “damages”.

h. Failure to Obtain and Maintain Insurance

The failure to obtain or maintain any insurance, bond, or self-insurance fund, or the failure to advise or counsel with respect to procuring, obtaining or maintaining of any insurance coverage, bond or self-insurance fund.

i. Federal, State or Local Laws

Any actual or alleged violation of the Fair Labor Standards Act (FLSA), Worker Adjustment and Retraining Notification Act (WARN), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or the Occupational Safety and Health Act (OSHA).

This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any “damages” awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former “employee”.

j. Fiduciary Liability

Any obligation or duty imposed by:

- (1) The Employee Retirement Income Security Act (ERISA) of 1974, including subsequent amendments or similar federal, state or local law or regulation; or
- (2) “Administration” of any “employee benefit program” or self-insurance fund; or
- (3) Investment activities, including any actual or alleged violation of any state or federal securities law; or
- (4) Activities in any other fiduciary capacity.

k. Law Enforcement Activities

Any law enforcement activities to protect the public or property including the operation of adult or juvenile correctional or detention facilities or programs. This exclusion applies to Coverage **A** only.

l. Land Use

Any claim arising from or relating to land use regulation or planning, zoning, permitting, adverse possession, the taking in whole or in part, of any property, or any interests therein, including but not limited to the operation of the laws and principles of eminent domain, condemnation, inverse condemnation, or adverse possession.

We will defend a claim arising out of an insured’s zoning or permitting activities in a land use regulatory or planning capacity, but we will not have any obligation to pay “damages”.

m. Lead

- (1) Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds, or materials containing lead;

- (2) The actual, alleged or threatened expense arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
- (3) Any supervision, instructions, recommendations, warning or advice given or which should have been given in connection with paragraphs (1) or (2) above; or
- (4) Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs (1), (2) or (3) above.

n. National Flood Insurance

Any insured's:

- (1) Failure to comply with;
 - (2) Attempt to comply with; or
 - (3) Compliance with
- the provisions of the National Flood Insurance Act of 1968 as amended or any similar federal, state, or local laws.

However, this exclusion does not apply if the insured is a school.

o. Pollution

- (1) Arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or
- (2) Arising out of any governmental direction or request that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or
- (3) The failure or refusal of an insured to comply with any federal, state, or local law or regulation regarding pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, asbestos or any substance containing asbestos, fibers, fumes, or any other airborne contaminants, acids, alkalis, sound, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

p. "Professional Services"

Based upon or arising out of the performance of, or failure to render "professional services", even if unpaid, rendered by:

- (1) You;
- (2) One of your "employees"; or
- (3) Anyone else for whom you are responsible.

q. War

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

r. Infringement of Intellectual Property Rights

Any actual or alleged infringement of trademark, copyright, patent, trade secret or other intellectual property rights; however, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

s. Wages, Salaries, Fringe Benefits and/or Employee Benefits

Any wages, salaries, fringe benefits or any other similar employee benefits, educational expenses, overtime or similar "damages", under any federal, state, or local statutes, rules, ordinances or regulations. We will defend a claim under Exclusion 5.s., but will have no obligation to pay "damages".

6. Additional Exclusions Regarding Coverage B Only

This insurance does not apply to:

a. Contractual Liability

Any assumption of liability in a contract or agreement. This exclusion does not apply to liability for a "wrongful act" that the insured would have in the absence of the contract or agreement.

b. Capital Improvements

Any cost of complying with physical modifications to your premises or any changes to your usual operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.

We will defend a claim under Exclusion 6.b., but will have no obligation to pay "damages".

c. Labor Disputes

Any lockout, strike, picket lines, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act of 1938 (NLRA) or similar state or local laws.

d. Workers Compensation, Disability or Unemployment Compensation Laws

Any obligation or duty imposed by workers compensation, disability benefits or unemployment compensation law, or any similar law; however, this exclusion shall not apply to any claim based upon, arising from, or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law.

SECTION II – WHO IS AN INSURED

1. Each of the following is an insured:

- a. The "organization" named in the Declarations.

- b. The “organization’s” past, present, or future lawfully elected, appointed or employed officials.
 - c. Lawfully appointed members of the commissions, boards, or other units operated under your jurisdiction and within an allocation of your total operating budget, provided however, that none of the above are insureds with respect to operations involving airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities, gas utilities or electric utilities unless specifically stated in the declarations that boards are covered.
 - d. “Employees”, past, present or future of the “organization” while acting within the course and scope of their employment while conducting the business of the “organization”.
 - e. “Volunteers” past, present or future including student teachers while acting within the scope of their duties for the organization.
 - f. The estates, heirs, legal representatives or assigns of deceased persons who were insureds at the time of the “wrongful act” upon which a claim is based.
2. Insured shall also include those insureds serving on the board of an entity other than the “organization” provided that the following conditions are met:
- a. The outside entity is tax exempt;
 - b. The appointment of the insured to the outside entity is based solely upon that person being an “employee” or lawfully elected or appointed governing board member of the “organization”; and
 - c. The “organization” directs the insured to serve on the board of the outside entity.
3. Insured does not include any person working on retainer and/or as an independent contractor.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Liability 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 brought; or
 - c. Person or organizations making or bringing claims.
2. The Each Loss limit is the most we will pay for the sum of “Damages” arising out of:
- a. Coverage **A**, Public Officials Liability and
 - b. Coverage **B**, Employment Practices Liability.
- The aggregate limit is the most we will pay for all losses arising from all “wrongful acts” to which this insurance applies and for which a claim is first made during the policy period.

The Limits of Insurance of this Coverage Part 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 – CONDITIONS

1. Your Duties In The Event Of A Wrongful Act

- a. We or our agent must have prompt written notice from you or someone on your behalf of any “wrongful act” that may involve this policy. The notice should identify this policy and give us the facts of the “wrongful act” including names and addresses of claimants and witnesses.
- b. If you receive a claim, you agree to immediately furnish us with a copy as well as copies of any other papers pertinent to the “wrongful act”.
- c. You must authorize us to obtain needed records and other information.
- d. You further agree to cooperate with us in the defense of any “wrongful act” likely to involve this policy. You shall not, except at your own expense, voluntarily make any payment, assume any obligation, or incur any expense unless we provide written consent to do so.
- e. You must assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply.

2. Transfer Of Right Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment, we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help enforce them.

3. Action Against Us

No legal action may be brought against us unless:

- a. You have complied with all the terms of the policy; and
- b. The amount for which you are legally liable has been determined by court judgment; or
- c. An agreement has been signed by you, us and the claimant.

4. Deductible

The deductible is the amount shown in the Declarations and is the amount for which you are responsible. A single deductible applies to each

claim and can be met either by “damages” or “defense expenses”, or a combination of both. The deductible does not reduce the applicable liability limits. We may, or will if required by law, pay part of or all of any deductible amount to effect settlement of any claim. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

5. Bankruptcy

If you become bankrupt or insolvent, we will still be responsible for our obligations under this policy.

6. Representations

By accepting this policy, you agree:

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

7. Other Insurance

This insurance is excess over other insurance whether primary, excess, contingent or on any other basis, except for insurance purchased specifically to apply in excess of this insurance. When this insurance is excess, we have no duty to defend the insured against any claim if any other insurer has a duty to defend the insured against that claim. When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

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

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. 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 equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance. 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.

Other insurance includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges, or any other plan or agreement of risk transfer or assumption.

8. Severability

Except with respect to the limits of insurance, and any rights or duties specifically assigned 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 a claim is made.

9. State Law

If this policy conflicts with your state or local laws, it is changed to conform to the laws.

10. When We Do Not Renew

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

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

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide an Extended Reporting Period as described below, if:

- a. This Coverage Form is canceled or not renewed for any reason except non-payment of the premium; or
- b. We renew or replace this Coverage Form with other insurance that:
 - (1) Provides claims-made coverage for “wrongful act” liability; and
 - (2) Has a “retroactive date” later than the one shown in this Coverage Form’s Declarations; or
 - (3) We replace the Coverage Form with other insurance that applies to “wrongful act” liability on other than a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for “damages” due to a “wrongful act” that occurs before the end of the policy period but not before the “retroactive date”, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. There are two Extended Reporting Period options available described below:

- a. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days with respect to claims arising from “wrongful acts” not previously reported to us.

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

The Basic Extended Reporting Period does not reinstate or increase the Limit of Liability.

- b. A Supplemental Extended Reporting Period Endorsement is available, for an additional premium charge. The Supplemental Extended Reporting Period will be as set forth in either (1) or (2) below:

- (1) Twelve months starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends; or
- (2) Sixty months starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends.

- (a) You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- i) The exposures insured;
- ii) Previous types and amounts of insurance;
- iii) Limits of Insurance available under this Coverage Form for future payment of damages; and
- iv) Other related factors.

- (b) The additional premium will be:

- i) Ninety percent (90%) of the annual premium for this Coverage Form when the twelve-month option is chosen; or
- ii) Two hundred percent (200%) of the annual premium for this Coverage Form when the sixty-month option is chosen.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period.

- (c) If the Supplemental Extended Reporting Period is in effect, we will provide the Supplemental Aggregate Limit of Insurance, as indicated in the Supplemental Extended Reporting Period Endorsement, but only for claims first received and recorded during the Supplemental Extended Reporting Period. For those claims first received during the Supplemental Extended Reporting Period, coverage is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

SECTION VI – DEFINITIONS

1. “**Administration**” means:

- a. Giving counsel to “employees” with respect to “employee benefit programs”;
- b. Interpreting “employee benefit programs”;
- c. Handling of records in connection with “employee benefit programs”; and
- d. Effecting enrollment of “employees” under “employee benefit programs”.

2. “**Advertisement**” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are broadcast or published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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

“Bodily injury” does not include mental anguish that results from an “employment wrongful act”.

4. “**Damages**” means those amounts that the insured becomes legally obligated to pay for claims arising out of a “wrongful act” to which this insurance applies.

“Damages” does not include:

- a. Fines or penalties imposed by law;
- b. Salaries of your “employees” and office expenses incurred by you; or
- c. Judgments, or awards arising out of matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

5. “**Defense expenses**” are sums payable to others for investigation, litigation, negotiation, or settlement of any claim which we deem expedient. “Defense expenses” do not include our own internal company claim adjustment expenses, or any plaintiff/claimant attorney’s fee/expenses.

6. “**Employee**” means an individual whose labor or service is engaged by and directed by the insured or a member of the “organization.” This includes part-time, seasonal and temporary employees as well as any individual employed in a supervisory or managerial position. But “employee” does not include an independent contractor or any “employees” of any independent contractor, “leased worker”, or “temporary worker”.

7. **“Employee benefit programs”** means:
 - a. Group life insurance, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an “employee” of the insured may subscribe to such insurance or plans; and
 - b. Unemployment insurance, social security benefits, worker’s compensation and disability benefits.
8. **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
9. **“Organization”** means the entity named in the Declarations as the Named Insured.
10. **“Personal and advertising 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. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person’s right of privacy;
 - f. The use of another’s advertising idea in your “advertisement”; or
 - g. Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.
11. **“Professional services”** means anyone employed or serving in any of the following professions while performing their duties as such:
 - a. The practice of medicine, including, but not limited to, physician, surgeon, osteopath, chiropractor, anesthesiologist, dentist, psychiatrist, psychologist, nurse, or pharmacist; and
 - b. The practice of law, including but not limited to, the judiciary.

“Professional services” shall not include a response to an official call to duty for emergency services by an “organization’s” fire, ambulance or rescue facility.
12. **“Property damage”** means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; and
 - b. Loss of use of tangible property that is not physically injured.
13. **“Retroactive date”** means the date specified in the Declarations. Those “wrongful acts” that occur prior to the “retroactive date” are not covered by this policy.
14. **“Temporary worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
15. **“Volunteer”** means any person whose services are uncompensated and whose activities are directed and supervised by, and for the benefit of the “organization”.
16. **“Wrongful act”** includes any of the following:
 - a. **“Employment wrongful act”** means any of the following actual or alleged practices directed against any of your “employees”, “leased workers”, “temporary workers”, former “employees”, or any applicant for employment with you and for which remedy is sought under any federal, state or local statutory or common civil employment law:
 - (1) Wrongful refusal to employ an applicant for employment;
 - (2) Wrongful failure to promote an “employee”, wrongful deprivation of career opportunity; or wrongful failure to grant tenure;
 - (3) Wrongful: demotion, retaliation, evaluation, supervision, reassignment, or discipline;
 - (4) Wrongful termination of employment, including retaliatory or constructive discharge;
 - (5) Employment related misrepresentation;
 - (6) Sexual harassment or workplace harassment;
 - (7) Any employment related coercion discrimination, or humiliation, as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical and or mental impairments, pregnancy, sexual orientation or preference or other status that is protected pursuant to any applicable federal, state, or local employment ordinance or statute; or
 - (8) Employment-related libel, slander, defamation, or invasion of privacy.
 - b. **“Public official’s wrongful act”** shall mean any of the following:
 - (1) Actual or alleged errors;
 - (2) Misstatement or misleading statement;
 - (3) Act, omission, neglect, or breach of duty by an insuredin the discharge of the duties of the “organization”.

“Public Officials Wrongful Act(s)” does not include an “employment wrongful act”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

1. The insurance does not apply:

A. To "loss":

- (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. To "loss" 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 "loss" 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 "loss" 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 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;

"Loss" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TORT LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIAL AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

This policy does not apply to any claim against an Insured for which the Insured:

- (1)** is immune from liability by the provisions of any statute or where the action based upon such claim has been barred or abated by operation of statute or rule of civil procedure: or
- (2)** is not immune from such liability described in **(1)** above but is immune from further liability above any specific statutory limits cap on the maximum liability of the insured. However, this Item **(2)** does not apply to the extent (if any) this policy provides coverage up to the maximum statutory liability limits cap.

The Company will defend a claim under this endorsement but will have no obligation to pay "damages."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A.** The following exclusion is added to **Section I – Coverage**, Paragraph **5. Exclusions – Coverage A** and **Coverage B**.

5. Exclusion – Coverage A and Coverage B

This insurance does not apply to:

Fungi or Bacteria

- 1.** Any liability, “defense expenses”, or other cost that would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- 2.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- B.** The following definition is added to the **DEFINITIONS SECTION** of the coverage form.

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" includes the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF PUNITIVE DAMAGES
RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

"Damages" arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" includes the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT - ILLINOIS

This endorsement modifies the insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

1. Paragraph 1. under **SECTION V – Extended Reporting Periods** is amended to read:
 1. We will provide an Extended Reporting Period as described below, if:
 - a. This Coverage Part is cancelled or not renewed for any reason; or
 - b. We renew or replace this Coverage Part with other insurance that:
 - (1) Provides claims-made coverage for “wrongful act” liability; and
 - (2) Has a “retroactive date” later than the one shown in this Coverage Part’s Declarations; or
 - (3) We replace the Coverage Part with other insurance that applies to “wrongful act” liability on other than a claims-made basis.
2. Paragraph 3.b. of **SECTION V – Extended Reporting Periods** is replaced with the following:
 - A. Supplemental Extended Reporting Period Endorsement is available, for an additional premium charge. The Supplemental Extended Reporting Period will be as set forth in either 1. or 2. below:
 1. Twelve months starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends; or
 2. An unlimited duration starting when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends.
 - a. You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

 - (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limits of Insurance available under this Coverage Part for future payment of damages; and
 - (4) Other related factors.
 - b. The additional premium will be:
 - (1) Ninety percent (90%) of the annual premium for this Coverage Part when the twelve month option is chosen; or
 - (2) Two hundred percent (200%) of the annual premium for this Coverage Part when the unlimited duration option is chosen.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period.
 - c. If the Supplemental Extended Reporting Period is in effect, we will provide the Supplemental Aggregate Limit of Insurance, as indicated in the Supplemental Extended Reporting Period Endorsement, but only for claims first received and recorded during the Supplemental Extended Reporting Period. For those claims first received during the Supplemental Extended Reporting Period, coverage is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

1. Exclusion **a. Abuse Or Molestation** in **SECTION I – Coverages, 5. Exclusions – Coverage A and Coverage B** is amended to read:

a. Abuse Or Molestation

Any “wrongful act” arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person.
- (2) The negligent:
 - (a) Hiring;
 - (b) Employment;
 - (c) Investigation;
 - (d) Supervision;
 - (e) Reporting to the proper authorities, or failure to so report; or
 - (f) Retention;

of a person.

However, this exclusion does not apply to any insureds that are not active participants in the “wrongful act”; or to the extent coverage is provided under **SECTION I – COVERAGES paragraph 1.b. – Employment Practices Liability**.

2. Exclusion **f. Electromagnetic Fields** in **SECTION I – Coverages 5. Exclusions – Coverage A and Coverage B** does not apply.

3. Pollution

- (1) Arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or
- (2) Arising out of any governmental direction or request that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; or
- (3) The failure or refusal of an insured to comply with any federal, state, or local law or regulation regarding pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, asbestos or any substance containing asbestos, fibers, fumes, or any other airborne contaminants, acids, alkalis, sound, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

This exclusion does not apply to the extent the pollution arises out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:

- a. At 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; or
- b. At 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 to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, “pollutants”.

“Hostile fire” means one which becomes uncontrollable or breaks out from where it was intended to be.

4. Paragraph **7. Other Insurance** of **SECTION IV – CONDITIONS** is amended to read:

This insurance is excess over other insurance unless other similar insurance exists except for insurance purchased specifically to apply in excess of this insurance.

When this insurance is excess, we have no duty to defend the insured against any claim if any other insurer has a duty to defend the insured against that claim. When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

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

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. 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 equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance. 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.

Other insurance includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges, or any other plan or agreement of risk transfer or assumption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED LAW ENFORCEMENT EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LINEBACKER PRIVATE ENTITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

1. Exclusion **5.k. Law Enforcement Activities** under **Section I – Coverages** is replaced by the following:

k. Law Enforcement Activities

Any “wrongful act” arising out of your law enforcement activities to protect the public, or property including the operation of correctional or detention facilities. This exclusion applies to Coverage **A** only.

This exclusion does not apply to law enforcement activities performed on your behalf if the law enforcement activities are:

- a.** performed on school premises and directed by the insured or a member of the “organization”, or
- b.** in response to a contractual agreement that is in place with a law enforcement agency.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA COMPROMISE AND CYBER LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- A.** The following Exclusion is added to Paragraph 5. **Exclusions of Section I – Coverage A – Public Officials Liability and Coverage B – Employment Practices Liability:**

Data Compromise and Cyber Liability

- (1) Any “network and information security event” arising out of a “wrongful act”.
- (2) Any internet service interruption or failure arising out of a “wrongful act”.
- (3) Any “computer attack” arising out of a “wrongful act”.

Government Demands or Proceedings

Any demand made or proceeding brought by:

- a. the Federal Trade Commission;
- b. the Federal Communications Commission; or
- c. any other federal, state, local government agency or entity;

arising out of any “wrongful act” of any Insured.

- B.** The following definitions are added to the **Section VI - Definitions:**

“Computer attack” means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:

- a. Unauthorized Access – meaning the gaining of access to your computer system by an unauthorized person or persons; or
- b. Denial of service attack – meaning an intentional attack against you designed to overwhelm the capacity of your computer system in order to deny or impede authorized users from gaining access to your computer system through the internet.

“Computer malware” means malicious code, including but not limited to viruses worms, Trojans, spyware and keyloggers, that is introduced through your website or “communications network”.

“Communications network” means any computer or communications network you own, operate, rent, lease, license or borrow from others.

“Network and information security event” means:

- a. failure to prevent the transmission of “computer malware”;
- b. failure to provide any authorized user of your website or “communications network” access to such a website or “communications network”;
- c. failure to prevent unauthorized access to, or use of, data containing “personally identifying information” and “personally sensitive information” of others.

“Personally Identifying Information” means information that could be used to commit fraud or other illegal activity involving the credit or identity of an individual. This includes, but is not limited to, Social Security numbers or account numbers correlated with names and addresses.

“Personally identifying information” does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated Social Security numbers or account numbers.

“Personally Sensitive Information” means private information specific to an individual, the release of which requires notification of an individual under any applicable law.

“Personally sensitive information” does not mean or include “personally identifying information”.

IMPORTANT CHANGES IN YOUR COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Linebacker Coverage Form. This notice does not reference every editorial change made in the coverage form. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Please contact your agent to discuss any questions. Your right to cancel remains unchanged.

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

CL7202 (10-15) – Data Compromise and Cyber Liability Exclusion

Your Linebacker policy has a mandatory exclusion, CL7202 (10-12), for claims arising out of any data compromise liability. The form was updated to clarify our intent not to cover any claims arising out of cyber liability in addition to already excluded data compromise liability. Revised form, **CL7202 (10-15) Data Compromise and Cyber Liability Exclusion**, will attach automatically at your renewal.

This may result in a restriction of coverage.