



# Lloyd's Certificate

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Acrisure Mid-Atlantic XS Program Insurance Agency, LLC  
2750 Killarney Drive, Suite 202  
Woodbridge, VA 22192-4124

## CERTIFICATE PROVISIONS

- 1. Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- 2. 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 Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
- 3. Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- 4. Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, 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 the firm or person named in item 6 of the attached Declaration Page, 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 Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured 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 makes provision therefor, Underwriters 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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

**6. 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.

**7. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

**Short Rate Cancellation Table For Term of One Year.**

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 ( 9 mos )	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 ( 3 mos )	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 ( 6 mos )	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 ( 10 mos )	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 ( 1 mos )	19	117 - 120	43	210 - 214 ( 7 mos )	67	320 - 323	91
33 - 36	20	121 - 124 ( 4 mos )	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 ( 11 mos )	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 ( 8 mos )	74	352 - 355	98
59 - 62 ( 2 mos )	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 ( 5 mos )	52	251 - 255	76	361 - 365 ( 12 mos )	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  1. Determine full annual premium as for insurance written for a term of one year.
  2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

**LLOYD'S**

One Lime Street London EC3M 7HA

## VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

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 organization” shown in the Declarations. The words “we”, “us” and “our” refer to the company providing this insurance. The “retained limit” references throughout the policy only apply to the “auto coverage” afforded.

The word “insured” means any individual “registered volunteer” 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 – COVERAGE

#### A. Insuring Agreement

1. Volunteer Excess Liability. We will pay all sums in excess of the “retained limit” that the “insured” becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies. The amount we will pay is limited as described in SECTION III – LIMITS OF INSURANCE.

Volunteer Excess Auto Liability. We will pay all sums in excess of the “retained limit” that the “insured” becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies. The amount we will pay is limited as described in SECTION III – LIMITS OF INSURANCE.

2. Both insuring agreements apply to “bodily injury”, “property damage” or “personal injury” only if:
  - a. The “bodily injury”, “property damage” or “personal injury” arises out of the performance of the “insured’s” volunteer service on behalf of the “named organization”, but does not include travel to or from the place of volunteer service;
  - b. (1) The “bodily injury” or “property damage” is caused by an “occurrence” under the volunteer excess liability or “accident” under the volunteer excess auto liability;  
  
(2) The “personal injury” is caused by an offense under the volunteer excess liability or an “accident” under the volunteer excess auto liability;

that takes place in the “coverage territory”, and

- c. The “bodily injury”, “property damage” or “personal injury” occurs during the policy period.
3. Damages because of “bodily injury” or “personal injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.
4. a. We have the right to participate with the “insured” or with the insurer of other insurance in the defense of any “suit” that might involve this insurance. In such event, the “insured” or insurer and we shall cooperate fully.

- b. In the event that the “retained limit” for excess auto liability, or other insurance limit for excess volunteer liability, is exhausted, we have the right and duty to defend the “insured” against any “suit” to which this insurance applies and is immediately in excess of such “retained limit” or other insurance without intervening self-insurance or excess insurance.
  - c. We may at our discretion investigate any “occurrence” or “accident” or offense to which this insurance applies and settle any claim that may result. We have no duty to defend any “insured” against any “suit” to which this insurance does not apply.
  - d. Our duty to defend any “suit” ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this insurance.
- 5. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS, provided always that a limit is shown on the certificate of insurance and the corresponding premium has been paid.
  - 6. Any “bodily injury”, “property damage” or “personal injury” caused by an accident covered under the Volunteer Excess Auto Liability Coverage is not covered under the Volunteer Excess Liability Coverage.

**B. Common Policy Exclusions**

This insurance does not apply to:

**1. Expected or Intended Injury**

“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.

**2. Contractual Liability**

“Bodily injury”, “property damage” or “personal injury” 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:

- a. That the “insured” would have in the absence of the contract or agreement; or
- b. Arising out of “bodily injury” or “property damage” or “personal injury” assumed in a contract or agreement that is an “incidental contract”, provided the “bodily injury” or “property damage” or “personal injury” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “incidental contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an “insured” are deemed to be damages because of “bodily injury” or “property damage”, provided:
  - (1) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “incidental contract”, and
  - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**3. Workers Compensation and similar Laws**

Any obligation of the “insured” under a workers compensation, disability benefits or unemployment compensation law or any similar law.

4. Pollution

“Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered “auto”;
  - (2) Otherwise in the course of transit by or on behalf of the “insured”; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered “auto”.
- b. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or
- c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “insured”.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts if:

- (1) The “pollutants” escape, seep, migrate or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and
- (2) The “bodily injury”, “property damage” or covered pollution cost or expense does not arise out of the operation of any equipment listed in the definition of “mobile equipment”.

Paragraphs b. and c. above of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to an “insured” with respect to “pollutants” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”, and
- (2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

5. Aircraft or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use of or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any “insured”. Use includes operation and “loading or unloading”.

This exclusion does not apply to:

- a. A watercraft you do not own that is:
  - (1) Less than 26 feet long; and
  - (2) Not being used to carry persons or property for a charge;
- b. Liability assumed under any “incidental contract” for the ownership, maintenance or use of aircraft or watercraft.

6. War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or conditions incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

7. Damage to Property

“Property damage” to:

- a. Property owned, rented or occupied by the “insured”;
- b. Property loaned to the “insured”; or
- c. Property in the care, custody or control of the “insured”;

Paragraphs b. and c. of this exclusion do not apply to liability assumed under a sidetrack agreement, and paragraph c. of this exclusion does not apply to “property damage” (other than to elevators) arising out of the use of an elevator at the premises owned by, rented to or controlled by the “named organization”.

8. Personal Injury

“Personal injury”:

- a. Arising out of oral or written publication of material, if done by or at the direction of the “insured” with knowledge of its falsity;
- b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- c. Arising out of a criminal act committed by or at the direction of any “insured”;

9. Professional

Liability arising out of “professional services” or “professional health care” where the “insured” is a licensed professional in that particular field.

10. Racing

“Autos” or “mobile equipment” while used in any professional or organized racing or demolition contest or speed or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that “auto” is being prepared for such a contest or activity.

11. Work Release and Alternative Sentencing

Liability arising out of the actions of any person who is a part of a “work release program” or “court referred alternative sentencing volunteer program” or part of a program related to or associated in any manner with a “work release program”.

The following exclusions apply solely to volunteer excess auto coverage:



12. Uninsured/Underinsured Motorists

Any obligation under any uninsured or underinsured motorists law, "no-fault" law, basic reparations benefit law, any law requiring personal injury protection coverage, or any similar law.

13. Operations

"Bodily injury" or "property damage" arising out of the operations of equipment listed in the definition of "mobile equipment"

14. Handling of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the "auto"; or
- b. After it is removed from the "auto" to the place where it is finally delivered by the "insured".

15. Movement of Property by Mechanical Device

"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 "auto".

## **SUPPLEMENTARY PAYMENTS COVERAGES**

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

- A. All expenses we incur.
- B. Up to \$2,000 for cost of bail bonds required because of accidents or traffic laws violations arising out of the use of any vehicle to which the Volunteer Excess Auto Liability Coverage applies. We do not have to furnish these bonds.
- C. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- D. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- E. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- 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.
- G. Reasonable expense incurred by the "insured", in connection with "bodily injury" to which this insurance applies, for such immediate medical and surgical relief to others as shall be necessary at the time of the accident.

These payments will not reduce the limits of insurance.

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

1. The "suit" against the indemnitee seeks damages for which the "insured" has assumed the liability of the indemnitee in a contract or agreement that is an "incidental contract";

2. This insurance applies to such liability assumed by the “insured”;
3. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the “insured” in the same “incidental contract”.
4. The allegations in the “suit” and the information we know about the “occurrence” are such that no conflict appears to exist between the interests of the “insured” and interests of the indemnitee;
5. The indemnitee and the “insured” ask us to conduct and control the defense of that indemnitee against such “suit” and agree that we can assign the same counsel to defend the “insured” and indemnitee; and
6. The indemnitee:
  - a. Agrees in writing to:
    - (1) Cooperate with us in the investigation, settlement or defense of the “suit”;
    - (2) Immediately send us copies of any demand, notices, summons or legal papers received in connection with the “suit”;
    - (3) Notify any other insurer whose coverage is available to the indemnitee; and
    - (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - b. Provides us with written authorization to:
    - (1) Obtain records and other information related to the “suit”; and
    - (2) Conduct and control the defense of the indemnitee in such “suit”.

So long as the as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph B.2.b. of Exclusions (Section I –Coverages), such payments will not be deemed to be damages for “bodily injury” and “property damage” and will not reduce the limits of insurance.

Our obligation to defend an “insured’s” indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments end when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
2. The conditions set forth above, or the terms of the agreement described in paragraph 6. above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

An “insured” is an individual “registered volunteer” of the “named organization”, but only with respect to the liability of the “registered volunteer” for volunteer service activities of the “named organization” or performance of volunteer service by such “registered volunteer” on behalf of the “named organization”. The foregoing applies regardless of:

- A. Any college credits given for volunteer work; or
- B. Reimbursement of expenses for mileage driven as a volunteer.

The "named organization" shown in the Declarations is not an "insured" under this policy.

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

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the Volunteer Excess Auto Liability coverage regardless of the number of:
1. "Autos" involved in the "accident";
  2. "Insureds" involved in the "accident";
  3. Claims made or "suits" brought; or
  4. Persons or organizations making claims or bringing "suits".

The Each Automobile Accident Limit is the most we will pay for the sum of all damages because of "bodily injury", "property damage" or "personal injury" arising out of each "accident".

- B. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the Volunteer Excess Liability coverage regardless of the number of claims made or "suits" brought, persons or organizations making claims or bringing "suits".
1. The Each Occurrence Limit is the most we will pay for the sum of all damages under the Volunteer Excess Liability coverage.
  2. The Annual Aggregate Limit is the most we will pay for the sum of all damages during the policy period for all "insureds" under the Volunteer Excess Liability coverage.

The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

### **SECTION IV – CONDITIONS**

- A. Bankruptcy

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

- B. Duties in the Event of Occurrence, Accident, Offense, Claim or Suit

1. The "named organization", the "insured", or someone of behalf of the "insured" must see to it that we are notified as soon as practicable of an "occurrence", "accident" or an offense which may result in a claim involving damages which are likely to exceed 50% of the "retained limits" or other insurance.

2. The “named organization” and the “insured” shall cooperate to determine if the “occurrence”, “accident” or offense took place in the course of the “insured’s” volunteer service activities on behalf of the “named organization”. To the extent possible, notice should include:
  - a. The name of the “insured” involved;
  - b. How, when and where the “occurrence”, “accident”, or offense took place;
  - c. The names and address of any injured persons and witnesses; and
  - d. The nature and location of any injury or damage arising out of the “occurrence”, “accident”, or offense.
3. If a claim is made or “suit” is brought against any “insured” which is likely to involve this insurance, the “named organization” and the “insured” must:
  - a. Immediately record the specifics of the claim or “suit” and the date received; and
  - b. Notify us as soon as practicable.

The “named organization” and the “insured” must see to it that we receive written notice of the claim or “suit” as soon as practicable.

4. The “named organization” or the “insured” must:
  - a. Immediately send us copies of any demands, notices, summons 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 or settlement of the claim or defense against the “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 injury or damage to which this insurance may also apply.
5. Neither the “named organization” nor the “insured” will, except at the “named organization’s” or the “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

#### C. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a “suit” asking for damages from an “insured”; or
2. To sue us on this Policy 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 Policy 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 “insured” and the claimant or the claimant’s legal representative.

#### D. Other Insurance

If other insurance, including but not limited to the “retained limit,” is available to the “insured” for a loss we cover under SECTION I – COVERAGE of this policy, this insurance is excess over that other insurance and will not apply until all other applicable insurance has been fully exhausted. This insurance shall not contribute with such other insurance.

Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

#### E. Premium

The premium for this policy is based upon “registered volunteers”, and shall be computed by applying to each “registered volunteer” the rate shown in the Declarations. The “named organization” shall pay the advance premium based on its estimated number of volunteers for the next twelve (12) months or a pro-rata amount if the policy term is less than twelve (12) months. This premium is fully earned at the certificate’s inception date. At the end of each twelve-month period, the company shall have the right to request a statement of the actual number of “registered volunteers” during the preceding twelve (12) months. If the earned premium thus computed exceeds the advance premium paid, the “named organization” shall pay the excess to us.

Each “named organization” shall maintain a roster of “registered volunteers” including the initial date of service and date of termination.

The Minimum Premium shall be as stated in the Declarations.

The first “named organization” shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

#### F. Representations

By accepting this policy, you agree that:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

#### G. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first “named organization”, this insurance applies separately to each “insured” against which claim is made or “suit” is brought.

#### H. 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 Policy, those rights are transferred to us. The “insured” must do nothing after loss to impair them. At our request, the “insured” will bring “suit” or transfer those rights to us and help us enforce them.

#### I. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first “named organization” shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

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

#### J. Cancellation

1. It is the responsibility of the first “named organization” shown in the Declarations to properly notify all “insureds” of the cancellation of this policy.
2. The first “named organization” shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
3. We may cancel this policy by mailing or delivering to the first “named organization” written notice of cancellation at least :
  - a. ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. thirty (30) days before the effective date of cancellation if we cancel for any other reason.
4. We will mail or deliver our notice to the first “named organization’s” last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first “named organization” any premium refund due. If we cancel, the refund will be pro-rata. If the “named organization” cancels, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### K. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first “named organization” 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 only by endorsement issued by us and made a part of this policy.

#### L. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### M. Inspection and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;

2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations 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. We do not warrant any conditions.

## **SECTION V - DEFINITIONS**

- A. "Accident" is an "occurrence" which involves the ownership, maintenance or use of an "auto".
- B. "Auto" means a private passenger land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, which is:
  1. Owned by the "insured" or spouse or both; or
  2. Leased to the "insured" or spouse or both; or
  3. Not owned by the "insured" or spouse or both, while temporarily used as a substitute "auto" described in 1. or 2. above while withdrawn from normal use because of breakdown, repair, servicing, loss or destruction.

"Auto" does not include "mobile equipment". However, transportation of "mobile equipment" by an "auto" is included.

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death and mental anguish resulting from any of these at any time.
- D. "Coverage territory" means:
  1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  2. 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 1. above; or
  3. All parts of the world if;
    - a. The injury or damage arises out of the activities of the "insured" whose home is in the territory described in 1. above, but is away for a short time on business sponsored or required by the "named organization"; and
    - b. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the territory described in 1. above or in a settlement we agree to.

Items 2. and 3. above are not applicable to "auto".

- E. "Court Referred Alternative Sentencing Volunteer Program" means any program designed or intended to place persons in various types of public or community service in lieu of fines or incarceration.
- F. "Incidental contract" means:
  1. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "incidental contract";

2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction of demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. That portion of any contract or agreement entered into, as part of your volunteer service, pertaining to the rental or lease, by an "insured", of any "auto". However, such contract or agreement shall not be considered an "incidental contract":
  - a. To the extent that it obligates an "insured" to pay for "property damage" to any "auto" rented or leased to an "insured";
  - b. If the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

G. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft or watercraft;
2. While it is in or on an aircraft or watercraft; or
3. While it is being moved from an aircraft or watercraft at 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 or watercraft.

H. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozer, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1.,2.,3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and servicing equipment; or



- b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1.,2.,3. or 4. 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”:

- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- I. “Named organization” means any organization who has applied to and been accepted by Volunteers Insurance Service Association as a qualified member, and is shown on the certificate.
- J. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- K. “Personal injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
- 1. False arrest, detention or imprisonment;
  - 2. Malicious prosecution;
  - 3. 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;
  - 4. 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
  - 5. Oral or written publication of material that violates a person’s right of privacy.
- L. “Professional services” means the rendering or failure to render any professional service by any “insured” in the capacity of, including but not limited to an: accountant, architect, insurance agent, lawyer, or real estate agent, or a similar profession, provided that the “insured” is a licensed professional in that profession; however, activities related to counseling or “hotline” type services shall not be deemed to be “professional services” unless the “insured” is licensed by a government entity to provide such service or services.
- M. “Professional health care” means:
- 1. The rendering or failure to render:

- a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
- 2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
  - 3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures by an "insured" who is a licensed health care professional.

N. "Property damage" means 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.

O. "Registered volunteer" or "registered volunteers" means any person who has been accepted by a Member of Volunteers Insurance Service Association to perform volunteer services, and whose name has been recorded on the "named organization's" roster of volunteers.

The name of the individual "registered volunteer" must be recorded on the "named organization's" roster at the time of an "occurrence" which gives rise to a "suit" or claim under this policy.

P. "Retained limit" means:

- 1. For purposes of the Volunteer Excess Liability coverage, an amount equal to the applicable limits of insurance of any other insurance collectible by the "insured", including but not limited to insurance collectible by the "insured" as an "insured" under any of the "named organization's" insurance, including any of its general liability insurance and automobile liability insurance.
- 2. For purposes of the Volunteer Excess Auto Liability coverage, the greater of:
  - a. An amount equal to the applicable limits of insurance of any other insurance collectible by the "insured", including but not limited to insurance collectible by the "insured" as an "insured" under any of the "named organization's" insurance, including any of its general liability insurance and automobile liability insurance; or
  - b. An amount equal to the minimum limit of insurance required under the motor vehicle financial responsibility law of the state or province in which the "accident" occurs or \$50,000 whichever is less.

"Retained limit" includes:

- a. Expenses incurred by the "insured" in the defense of any "suit",
- b. Interest that accrues after entry of judgment;
- c. Cost of bail bonds;
- d. Cost of bonds to release information;
- e. Reasonable expenses incurred by the "insured" at the request of the other insurer in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 per day;
- f. Costs taxed against the "insured" in the "suit"; and

- g. Reasonable expenses incurred by the “insured”, in connection with “bodily injury” to which this insurance applies, for such immediate medical and surgical relief to others as shall be necessary at the time of an accident.
  
- Q. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies is alleged. “Suit” includes:
  - 1. An arbitration proceeding in which such damages are claimed and to which the “insured” must submit or does submit with our consent; or
  - 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the “insured” submits with our consent.
  
- R. “Work release program” means any program designed or intended to place persons whose residence is a penal institution in various types of public or community assignments.

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

**Sexual Abuse And Sexual Molestation Endorsement**

This endorsement modifies insurance provided under the following:

VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

We will investigate and defend any "insured" against allegations of physical abuse or sexual molestation; provided that, our duty to investigate and defend shall end at such time as:

1. The "insured" pleads or is adjudged guilty in a criminal trial or proceeding of conduct which is the subject of such allegations;
2. The "insured" accepts liability or is adjudged liable in a civil trial or proceeding for damages arising out of conduct which is the subject of such allegations; or
3. The "insured" admits in any context to having engaged in conduct which is the subject of such allegations.

Exclusions:

The defense obligation provided by this endorsement shall not apply to:

- a. Allegations of criminal conduct committed by the "insured", including any associated criminal investigation, indictment, trial or other criminal process.
- b. Any actual, alleged or threatened physical abuse or sexual molestation, or any combination of these, of any person if the first incident of such abuse or molestation to that person by the same, or allegedly the same, "insured" or "insureds" occurred prior to the effective date of this endorsement.

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

**Exclusion – Volunteers of Sports Clubs, Rescue Squad Members,  
Volunteer Police and Volunteer Firefighters**

It is hereby agreed that no coverage is provided to volunteers of sports clubs, rescue squad members, volunteer police, or volunteer firefighters, except as provided below.

**Appropriate Volunteer Assignments:**

**Safety:** Supporting fire departments, police departments and other local safety agencies by engaging in community outreach through dissemination of information, including coordinating public safety meetings, and providing training and assistance with smoke detectors, in-home lighting, egress in case of fire, accident prevention at home, automobile safety, child and adult auto safety devices, or similar activities.

**Public Safety Hotline:** Supporting police departments, fire departments and other local safety agencies by answering telephones and providing accurate information to callers, or similar activities.

**Disaster Preparedness:** Supporting community based relief agencies by helping coordinate community inventories of vital medical, blood and food supplies, serving as outreach and community education links for relief agencies, or similar activities.

**Public Health:** Supporting public health agencies by engaging in outreach and community education to targeted areas, supporting immunization for children and other targeted groups, or similar activities.

**Crime Awareness/Avoidance:** Teaching safety at shopping malls, tourist safety, and safety precautions when out in public; providing scam alerts; identifying high crime areas; or similar activities.

**Neighborhood Watch/Block Watch:** Organizing and providing training for establishing neighborhood or block watch programs, coordinating and participating in Neighborhood Watch patrols and watch activities, or similar activities.

**Community Policing/Patrol:** Checking homes of people on vacation or away for the season, working with local police and community organizations to help ensure a safer neighborhood, or similar activities.

**Household Security (with a special focus on homebound elderly):** Conducting household security assessment, distributing self-administered security checklists, installing safety window or door locks and outdoor lighting, conducting workshops on household safety, or similar activities.

**Safety for Children:** Establishing and supporting safe schools, safe havens, safe play streets and safe corridors for children, and providing training for youth and adults about these areas; serving on school safety patrol, serving in youth recreational and educational activities, fingerprinting and photo identification cards for children to provide a record of identity, or similar activities.

**Child Abuse & Neglect:** Training in awareness, prevention, reporting and self-defense to children regarding sexual abuse; providing assistance and counsel to children who are abused or neglected; or similar activities.

**Elder Abuse & Neglect:** Training in identifying, reporting, and preventing elder abuse; providing assistance, counsel and support to adults, particularly the frail elderly, who are abused or neglected; or similar activities.

**Family Violence/Victim Assistance:** Providing aid, assistance and counsel for victims of family violence; assisting with shelters; training in prevention and self-defense; or similar activities.

Conflict Resolution/Rehabilitation Services: Promoting tolerance and respect among diverse people, providing training in conflict resolution, mediation and violence prevention, peer mediation programs, ex-offender counseling and referral services, or similar activities.

Records and Data Entry: Recording and performing data entry of crime statistics, transporting police and court records; or similar activities.

**Examples of Inappropriate Volunteer Assignments:**

Issuing citations for any violation,  
Street traffic control,  
Participating in “ride along” with police officers on duty,  
Riding on “emergency equipment” when on call, and  
Performing emergency duties assigned for fire or police employees.  
Paramedics,  
Emergency Medical Technicians, EMT,  
Emergency Medical Service Employees, EMS.  
Fire Fighter  
Policeman  
Coach or participant in a sports club

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

**War and Terrorism Exclusion Endorsement**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

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 organisation(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.

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

**Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

This Combined Excess Liability Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - a. 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an “insured” or (2) has been discharged or dispersed therefrom;
  - b. 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
  - c. the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

- IV. 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 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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; “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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

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

**Railroad Motor Car and High Track Wheel Vehicle Exclusion**

This endorsement modifies insurance provided under the following:

VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

Endorsement Effective Date: July 1, 2012

In consideration of the premium charged, it is understood and agreed that Section 1 – Coverage, B. Common Policy Exclusions, is amended as follows:

The following exclusion applies to both excess volunteer liability and excess auto liability.

16. Railroad Operation and Maintenance

- a. "Bodily Injury," "Property Damage" or "Personal Injury" arising out of the ownership, maintenance, use of or entrustment to others of any locomotives; passenger cars; motor cars; track cars; Skaggit cars; trucks, pick-up trucks or utility truck fitted with high rail track wheels; owned or operated by or rented or loaned to any "insured" for use on or maintenance of railroad tracks. Use includes operation and maintenance of such cars.
- b. "Bodily Injury," "Property Damage" or "Personal Injury" arising out of the repair or maintenance of railroad tracks or equipment.

All other terms and conditions of the policy remain unchanged.

## RECREATIONAL VEHICLES EXCLUSION ENDORSEMENT

**Endorsement Effective Date: July 1, 2015**

This endorsement modifies insurance provided under the following:

VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

In consideration of the premium charged, it is understood and agreed that Section 1 – Coverage, B. Common Policy Exclusions, is amended by adding the following:

16. Golf Carts, Lawn Tractors, All-Terrain and Other Recreational Vehicles Exclusion
  - a. "Bodily injury," "property damage" or "personal injury" arising out of the ownership, maintenance, use of or entrustment to others of golf carts, lawn tractors, and all other all-terrain or recreational vehicles owned or operated by or rented or loaned to any "insured" for use. Use includes operation and maintenance of any such vehicles.
  - b. "Bodily injury," "property damage" or "personal injury" arising out of the repair or maintenance of golf carts, lawn tractors and all other all-terrain or recreational vehicles.

This exclusion applies to both the excess volunteer liability and the excess auto liability.

**All other terms and conditions of the policy remain unchanged.**

## LIMITS OF INSURANCE FOR EXCESS AUTO LIABILITY COVERAGE

**Endorsement Effective Date: July 1, 2015**

This endorsement modifies insurance provided under the following:

### VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

In consideration of the premium charged, it is understood and agreed that Section III - Limits of Insurance, A. is deleted and replaced with the following:

- A. The most that we will pay under the Volunteer Excess Auto Liability coverage is subject to the following:
1. The Each Accident limit of liability is the most that we will pay under the Volunteer Excess Auto Liability coverage for the "insured's" liability to others for "bodily injury," "property damage" and "personal injury" for an accident, regardless of the number of autos involved in the accident, the number of "insureds" involved in the accident, the number of claims made or "suits" brought for the accident, the number of persons or organizations making claims or bringing "suits" for the accident.

The Each Accident limit of liability shall be the lesser of the following amounts:

- a. \$500,000;
  - b. If the "insured" had primary automobile liability insurance in effect at the time of the accident and that primary insurance provides a limit of liability for each accident, three times the amount of that limit of liability;
  - c. If the "insured" did not have primary automobile liability insurance in effect at the time of the accident but the applicable state financial responsibility law at the time of the accident provides a limit of liability for each accident, three times the amount of that limit of liability.
2. The Each Person limit of liability is the most that we will pay under the Volunteer Excess Auto Liability coverage for the "insured's" liability to another person for "bodily injury" for an accident.

The Each Person Bodily Injury limit of liability shall be the lesser of the following amounts:

- a. \$500,000;
- b. If the "insured" had primary automobile liability insurance in effect at the time of the accident and that primary insurance provides a limit of liability for "bodily injury" for each person for each accident, three times the amount of that limit of liability, but if the primary insurance provides for a different limit of liability for only certain types of "bodily injury," such as death or spinal cord injury, then three times the amount of that limit of liability but only for the "insured's" liability for that specific type of "bodily injury";
- c. If the "insured" did not have primary automobile liability insurance in effect at the time of the accident but the applicable state financial responsibility law at the time of the accident provides a limit of liability for "bodily injury" for each person for each accident, three times the amount of that limit of liability, but if the state financial responsibility law provides for a different limit of liability for only certain types of "bodily injury," such as death or spinal cord injury, then three times the amount of that limit of liability but only for the "insured's" liability for that specific type of "bodily injury";
- d. The Each Accident limit of liability set forth in subparagraph 1 above.

3. The Bodily Injury limit of liability is the most that we will pay under the Volunteer Excess Auto Liability coverage for the "insured's" liability to others for "bodily injury" for an accident.

The Bodily Injury limit of liability shall be the lesser of the following amounts:

- a. \$500,000;
  - b. If the "insured" had primary automobile liability insurance in effect at the time of the accident and that primary insurance provides a limit of liability for "bodily injury" for each accident, three times the amount of that limit of liability, but if the primary insurance provides for a different limit of liability for only certain types of "bodily injury," such as death or spinal cord injury, then three times the amount of that limit of liability but only for the "insured's" liability to others for that specific type of "bodily injury";
  - c. If the "insured" did not have primary automobile liability insurance in effect at the time of the accident but the applicable state financial responsibility law provides a limit of liability for "bodily injury" for each accident, three times the amount of that limit of liability, but if the state financial responsibility law provides for a different limit of liability for only certain types of "bodily injury," such as death or spinal cord injury, then three times the amount of that limit of liability but only for the "insured's" liability to others for that specific type of "bodily injury";
  - d. The Each Accident limit of liability set forth in subparagraph 1 above.
4. The property damage limit of liability is the most that we will pay under the Volunteer Excess Auto Liability coverage for the "insured's" liability to others for "property damage" for an accident.

The Property Damage limit of liability shall be the lesser of the following amounts:

- a. \$500,000;
- b. If the "insured" had primary automobile liability insurance in effect at the time of the accident and that primary insurance provides a limit of liability for "property damage" for each accident, three times the amount of that limit of liability;
- c. If the "insured" did not have primary automobile liability insurance in effect at the time of the accident but the applicable state financial responsibility law at the time of the accident provides a limit of liability for "property damage" for each accident, three times the amount of that limit of liability;
- d. The Each Accident limit of liability set forth in subparagraph 1 above.

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

**Service of Suit Clause (U.S.A.)**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

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 Mendes & Mount, 750 Seventh Avenue, New York, New York 10019-6829 USA** 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 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 makes provision therefor, 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.

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

**Applicable Law (U.S.A.)**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

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.)

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

**Land, Water and Air Exclusion**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.



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

**Seepage and/or Pollution and/or Contamination Exclusion U.S.A. & Canada**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

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

**Communicable Disease**

The following exclusion is added to **SECTION I – B. Common Policy Exclusions**. Notwithstanding any provision to the contrary within the Policy to which this Endorsement has been added and forms a part (or within any other Endorsement that forms part of this Policy) this Policy does not insure;

**Communicable Disease**

“**Bodily Injury**”, “**Property Damage**” or “**Personal Injury**” arising out of, resulting from or in any way involving or relating to the actual or alleged transmission of any communicable disease, including but not limited to COVID-19, or resulting from or in any way involving or relating to the actual, threatened, or alleged presence or introduction of any virus (including but not limited to the novel coronavirus, or SARS-CoV-2, that causes COVID-19), bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, including not limited to COVID-19.

This exclusion applies even if the “**Claim**” against the “**Insured**” alleges negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing or failing to test for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

This exclusion applies whether the “**Bodily Injury**”, “**Property Damage**” or “**Personal Injury**” is caused by, arises from, results from or is attributable to any other cause acting in conjunction with or as a result of the actual or alleged transmission of any communicable disease, including but not limited to COVID-19, or resulting from or in any way involving or relating to the actual, threatened, or alleged presence or introduction of any virus (including but not limited to the novel coronavirus, or SARS-CoV-2, that causes COVID-19), bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, including but not limited to COVID-19.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**CYBER and DATA LIMITED EXCLUSION ENDORSEMENT 2**  
(for attachment to US General Liability and Excess Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
- 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
  - 1.2 **Data Breach**; or
  - 1.3 other loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.

- 2 Paragraph 1 of this Exclusion does not apply in respect of any actual or alleged loss, damage, liability, claim, cost or expense for and/or arising out of:

- 2.1 any **Bodily Injury** (however, this sub-paragraph 2.1 does not apply to mental injury, mental anguish, shock or humiliation), or;
- 2.2 any **Property Damage**

resulting from or arising out of a **Cyber Incident**, a **Cyber Act** or a **Data Breach**.

Nothing contained in the foregoing shall provide any coverage for any costs incurred by an **Insured** in controlling, preventing, suppressing or remediating 1.1, 1.2 or 1.3 above.

- 3 For the avoidance of doubt, this policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

**Definitions**

For the purpose of this Endorsement only, the following Definitions will apply:

- 4 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 5 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

6 **Cyber Incident** means:

- 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

7 **Data Breach** means:

- 7.1 the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non- public information, involving access to, processing of, use of or operation of any **Computer System**; or
- 7.2 the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

8 **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For the purposes of this Endorsement only the definition of Property Damage is deleted and replaced with:

9 **Property Damage** means 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. Electronic Data is not tangible property.

## SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by any insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## CANCELLATION CLAUSE

Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of Insurance. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

## **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.