



SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY COVERAGE FORM

THIS COVERAGE FORM PROVIDES CLAIMS-MADE 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 Coverage Part:

1. The words “you”, “your” and “Named Insured” refer to the Social Service Contractor shown in the Declarations;
2. The words “we”, “us”, “our” and “Pool” refer to the Social Service Contractors Indemnity Pool;
3. The word “insured” means any person or organization qualifying as such under Section II – Who Is An Insured; and
4. “Policy period” refers to the Rating Period shown in the Declarations.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any negligent act, error or omission, of the insured, or of any other person for whose acts, errors or omissions the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or “suit” that may result. But:

- a. The amount we will pay for “damages” and “Limited Supplementary Payments” is

limited as described in Section III – Limits of Insurance; and

- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment under this coverage of judgments, settlements or Limited Supplementary Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Limited Supplementary Payments.

2. This insurance applies to “damages” only if:

- a. The act, error or omission takes place in the “coverage territory”;
- b. The act, error or omission, or series of related acts, errors or omissions, did not occur or commence:

- i. After the end of the policy period; or
- ii. Before the Retroactive Date, if any, shown in the Declarations, even if a series of related acts, errors or omissions continues after the Retroactive Date.

- c. The act, error or omission arises out of the performance of professional services for others in your capacity as a social service contractor; and

- d. A claim for “damages”, because of an act, error or omission, is first made against any insured, in accordance with Paragraph 3. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

3. A claim by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:



- a. When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- b. When we make settlement in accordance with Paragraph 1. above.

All claims for "damages" made by a person or organization because of any act, error or omission, or a series of related acts, errors or omissions, will be deemed to have been made at the time the first of those claims is made against any insured.

B. Exclusions

This insurance does not apply to:

1. Aircraft, Auto or Watercraft

"Damages" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading.

2. Breach of Contract

"Damages" arising out of the breach of any express warranty, guarantee or contract, or dispute over fees or charges for services or over any gain or personal profit or advantage to which an insured is not legally entitled.

3. Contractual Liability

"Damages" which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

4. Dishonest or Criminal Acts

"Damages" arising out of a dishonest or criminal act, including but not limited to sexual abuse or molestation or fraud, committed by the insured or any person for whom the insured is legally responsible.

5. Employer's Liability

Any claim by:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or

- (2) Performing duties related to the conduct of the insured's business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share "damages" with or repay someone else who must pay "damages".

6. Employment-Related Practices

Any claim based upon an employment-related practice, policy, act or omission.

7. Expected or Intended "Damages"

"Damages" expected or intended from the standpoint of the insured.

8. Financial Services

"Damages" resulting from the rendering of or failure to render "financial services" by any insured.

9. Liability Arising Out of Specified Professional Activities

"Damages" for which the insured may be held liable as:

- a. A licensed architect or engineer;
- b. A licensed attorney;
- c. A certified public accountant;
- d. A "licensed medical practitioner";
- e. An actuary;
- f. An insurance agent or insurance broker;
- g. A financial management consultant;
- h. Proprietor, hospital administrator, officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, or laboratory; or
- i. A member of a formal accreditation or similar professional board or committee.

10. Personal and Advertising Injury

"Damages" arising out of "personal and advertising injury", except when directly resulting



from a professional service performed by the insured.

11. Pollution

- a. "Damages" for which the insured would not have been liable in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

12. Services Furnished By Health Care Providers

"Damages" arising out of:

- a. The rendering of or failure to render:
 - (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - (2) Any health or therapeutic service, treatment, advice or instruction; or
 - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming; or
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

However, this exclusion does not apply to services usual to operations as a non-medical social service agency that are performed by an insured at the direction of a physician.

13. War or Terrorism

"Damages" arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or

- b. 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
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- a. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property.

For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

- b. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (1) Physical injury that involves a substantial risk of death; or
 - (2) Protracted and obvious physical disfigurement; or
 - (3) Protracted loss of or impairment of the function of a bodily member or organ; or
- c. The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or



- d. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs **a.** and **b.**, immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

14. Workers' Compensation and Similar Laws

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the act, error or omission which resulted in the "damages" involved the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft that is owned or operated by or rented or loaned to any insured.

15. Abuse or Molestation

"Damages" arising out of:

- a. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;

- (3) Supervision;
- (4) Reporting to the proper authorities, or failure to so report; or
- (5) Retention

C. Limited Supplementary Payments

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

- 1. Expenses we incur, including but not limited to "defense expenses".
- 2. The cost of appeals bonds and bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
- 4. All costs taxed against the insured in the "suit".
- 5. Prejudgment 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 prejudgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.



- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "damages":
 - (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) above;
 - (3) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury or damage described in Paragraphs (1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - c. Any other person or organization with whom you have a written contract that requires you to add such person or organization as an insured under this policy, but only with respect to that person's or organization's vicarious liability for actual damages solely caused by you and arising out of:
 - (1) Your ongoing operations, other than the manufacture or assembly of goods or products, performed for that person or organization;
 - (2) That person's or organization's financial control of you; or
 - (3) A permit issued to you by a state or political subdivision.
- For the purposes of this provision, "actual damages" is to have its usual and customary legal meaning and excludes punitive damages, restitution, penalties, and formula damages added to "actual damages", and any other enhanced damages.
- The Limits of Insurance applicable to Paragraph c. above are the lesser of those specified in the contract or in the Declarations.
3. No person or organization is an insured with respect to:
- a. The conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations;
 - b. Any claim or "suit" against that person or organization by any other insured; or
 - c. That person or organization's activities as:
 - (1) A foster parent;
 - (2) An officer, director, partner, trustee or employee of a pension, welfare, profit sharing, mutual or investment fund or trust, or any related financial concerns;



- (3) A public official; an employee of a governmental body, subdivision or agency; or an arbitrator; or
- (4) A fiduciary under the Employee Retirement Income Security Act of 1974 as now or hereafter amended, or under any similar federal, state or local laws.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Acts, errors or omissions;
 - c. Claims made or "suits" brought; or
 - d. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for the sum of "damages" and Limited Supplementary Payments under this coverage.
- 3. Subject to 2. above, the Each Act, Error Or Omission Limit is the most we will pay under this coverage for the sum of "damages" and Limited Supplementary Payments arising out of any one act, error or omission or series of related acts, errors or omissions.
- 4. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other Coverage Part included in this policy.
- 5. Our obligation to pay "damages" and Limited Supplementary Payments on an insured's behalf applies only to the amount of "damages" and Limited Supplementary Payments in excess of any Deductible amount stated in the Declarations.

The Deductible amount applies to all "damages" and Limited Supplementary Payments as the result of any one act, error or omission, or series of acts, errors or omissions, regardless of the number of persons or organizations who sustain "damages" because of that act, error or omission, or series of related acts, errors or omissions.

We may pay any part or all of the Deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, the first Named Insured shall promptly reimburse us for

such part of the Deductible amount as we have paid.

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 – PROFESSIONAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event of An Act, Error or Omission, or Claim or "Suit"

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

- (1) What the act, error or omission was and when and where it occurred; and
- (2) The names and addresses of anyone who may suffer "damages" as a result of the act, error or omission.

Notice of an act, error or omission is not notice of a claim.

b. If a claim is received by any insured, you must:

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

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";



- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) 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 an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part 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; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part 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.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "damages" on other than a claims-made basis, if:
 - (i) No Retroactive Date is shown in the Declarations of this insurance; or
 - (ii) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
 - (b) That is liability insurance purchased by any person or organization qualifying as an insured under Paragraph 2.c. of Section II – Who Is An Insured, unless a written contractual arrangement specifically requires this insurance to be primary.
- (2) Any other primary insurance available to you covering liability for "damages" arising out of professional activities for which you have been added as an additional insured.

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

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

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



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

c. Method of Sharing

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

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

5. Representations

By accepting this policy, you agree:

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

6. Separation of Insureds

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

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

7. 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 Coverage Part, 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.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 90 days before the expiration date.

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

9. When Your Business or Profession Changes

The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in:

- a. Ownership or key "employees"; or
- b. Services provided.

10. Your Right To Claim And Act, Error or Omission Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding professional liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each act, error or omission, not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Act, Error Or Omission, Or Claim Or "Suit" Condition. We will include the date and brief description of the act, error or omission if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile information on claims and on acts, errors and omissions for our own business



purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to an act, error or omission on 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 acts, errors or omissions that occur 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. A Supplemental Extended Reporting Period of 24 month duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the policy period ends.

You must give us a written request for the endorsement within 30 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:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of “damages”; and

- d. Other related factors.

The additional premium for each 12 month rating period will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period 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. "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 published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Bodily injury" means:
 - a. Physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
 - b. Mental injury, mental anguish, humiliation or shock sustained by a person, if directly resulting from physical injury, sickness or disease sustained by that person.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - b. All other parts of the world;provided the insured's responsibility to pay “damages” is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.



4. "Damages" means money damages.

"Damages" does not include fines, penalties, punitive damages, exemplary damages, disputes over fees, deposits, commissions or charges for goods or services.

5. "Defense expenses" means payments allocated to a specific claim we investigate, settle or defend, for its investigation, settlement or defense, including:

- a. Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".
- b. Reasonable and customary fees of attorneys the insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the insured is given the right to retain defense counsel to defend against a claim or "suit".
- c. All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.

"Defense expenses" does not include salaries and expenses of our "employees", our Administrator's "employees" or the insured's "employees" (other than those described in Paragraph a. above).

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

8. "Financial services" include but are not limited to:

- a. Planning, administering or advising on:
 - (1) Any:
 - (a) Investment;
 - (b) Pension;
 - (c) Annuity;
 - (d) Savings;
 - (e) Checking; or

(f) Individual retirement plan, fund or account;

(2) The issuance or withdrawal of any bond, debenture, stock or other securities;

(3) The trading of securities, commodities or currencies; or

(4) Any acquisitions or mergers;

b. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

c. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;

d. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;

e. Checking or reporting of credit;

f. Maintaining of financial accounts or records;

g. Tax planning, tax advising or the preparation of tax returns; or

h. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

9. "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".

10. "Licensed medical practitioner" includes, but is not limited to, any:

a. Physician;

b. Psychiatrist;

c. Dentist;

d. Optometrist;

e. Chiropractor;

f. Osteopath;

g. Naturopath;

h. Physician assistant;



- i. Licensed nurse practitioner;
 - j. Registered nurse;
 - k. Licensed practical nurse; or
 - l. Radiologist/X-ray technician;
- while engaged in the practice of medicine.
11. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;
 - f. The misappropriation of another's advertising idea;
 - g. Infringing upon another's copyright, trade dress, title or slogan in your "advertisement"; or
 - h. Mental injury, mental anguish, humiliation or shock directly resulting from an offense listed in Paragraphs a. through g. above.
12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
13. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are
- claimed and to which the insured submits with our consent.
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. "Terrorism" means activities against persons, organizations or property of any nature:
- a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
16. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.