

IMPORTANT NOTICE:

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

the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.

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

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

LEXINGTON INSURANCE COMPANY
Administrative Offices: 99 High Street
Boston, Massachusetts 02110

COMMERCIAL GENERAL LIABILITY POLICY
DECLARATIONS

Policy No.: 011971558

Renewal of No.: 011971558

Item 1. Named Insured and Address:

United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance as on file with the United Church Insurance Association and as per Endorsement No. 13.

c/o United Church Insurance Association
700 Prospect Avenue East, 8th Floor
Cleveland, Ohio 44115-1100

Item 2. Policy Period: From: January 1, 2022 to: January 1, 2023 12:01 a.m., standard time at the location of the individual participant.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Form of Business: Individual Partnership Joint Venture Limited Liability Company X
Organization, Including a Corporation (but not including a partnership, joint venture or Limited Liability Company)

Business of the Named Insured is: Churches and related entities

Item 3. Limits of insurance, including defense costs and claim expenses

Each Occurrence Limit	\$	1,000,000.	
Personal And Advertising Injury Limit	\$	1,000,000.	
Products –Completed Operations Aggregate	\$	2,000,000.	Per Participant
General Aggregate	\$	2,000,000.	Per Participant
Damage To Premises Rented To You Limit	\$	1,000,000.	Any One Fire
Medical Payments (See Other Insurance condition for primary vs. excess details)	\$	10,000.	Any One Person
Policy Aggregate (At Inception)	\$	10,000,000.	Adjustable

Item 4. Location of all premises owned by, rented to or controlled by the Named Insured: As on file with The United Church Insurance Association
Interest of Named Insured in such premises: As on file with The United Church Insurance Association
Part occupied by Named Insured: As on file with The United Church Insurance Association

Item 5. Premium:

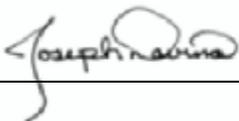
Annual Minimum Premium for this Policy:
Minimum Earned Premium at Inception for this Policy:

Item 6. Deductible: None

Item 7. **Audit Period:** Annually

Item 8. **Forms and Endorsements** as per attached Schedule.

These declarations, together with the common policy conditions and coverage form(s) and any endorsement(s), complete the above numbered policy.

By:  _____

AUTHORIZED REPRESENTATIVE

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producercompensation or by calling 1-800-706-3102.

COMMERCIAL GENERAL LIABILITY POLICY OCCURRENCE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy.

The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - Definitions.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of "bodily injury" or "property damage" 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 because of "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages and/or "defense costs" is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages A, B, or any other coverage added by endorsement to this policy, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Defense Costs Section.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured described in Paragraph 1 of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the "policy period".
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence", or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions – This insurance does not apply to:

a. 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:

- (1) The use of reasonable force to protect persons or property; or
- (2) Corporal punishment to your student administered by or at the direction of any insured.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured 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:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) 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.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to Participant sponsored events.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

(1) "Bodily injury" to an "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) Any claim or "suit" brought by the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

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

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location, which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat that building; water for personal use by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location, on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" not otherwise excluded that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" 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".

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 "occurrence" which caused the "bodily injury" or "property damage" 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.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft that is owned by you which has no engine, or which has an engine less than 30 horsepower.
- (3) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (4) Parking an "auto" on or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or any insured;
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
 - (c) A watercraft you own which has no engine, or which has an engine less than 20 horsepower.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion does not apply to the use or threatened use of "terrorism".

As used in this exclusion, "terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government; the civilian population or a country, state or country; or to disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002 (the "Act") is in effect, "terrorism" includes an act of terrorism as defined by Section 102. Definitions of the Act and any revisions or amendments thereto.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by a "specified peril") to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. However, a separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

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

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, 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.

q. Fungus/Mold

"Bodily injury" or "property damage" or any other loss, cost or expense, including, but not limited to losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- (1) Any "fungus(i)", "molds(s)", mildew or yeast, or
- (2) Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or
- (3) Any substance, vapor, gas, or other emission or organic or inorganic body substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- (4) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast or "spore(s)" or toxins emanating therefrom, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury" or "property damage", loss, cost or expense. For the purpose of this exclusion, the following definitions are added to the Policy: "Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, and mushrooms. "Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter of on living organisms, and fungi that produce molds. "Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

r. Employment Related Practices

Any claim or "suit" alleging or asserting in any respect loss, injury, or damage (including consequential bodily injury) in connection with "wrongful termination" of your "employees" and/or "discrimination" involving your "employees" and/or "sexual harassment" of your "employees".

The following definitions apply to this exclusion:

"Wrongful termination" means termination of an employment relationship in a manner which is against the law, wrongful, or in breach of an implied or written agreement to continue employment.

"Discrimination" means termination of an employment relationship or a demotion, or a failure or refusal to hire or promote an individual because of race, color, religion, age, sex, disability, pregnancy, natural origin, sexual orientation or other protected category or characteristic established pursuant to any applicable United States federal, state, or local law, regulation or ordinance.

"Sexual harassment" means unwelcome sexual advances and/or requests for sexual favors and/or other verbal or physical conduct of a sexual nature that (1) are made a condition of employment and/or (2) are used as a basis for employment decisions and/or (3) create a work environment that interferes with performance.

s. Asbestos

"Bodily injury" in any way arising out of the use by any person or organization of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

- (1) "Property damage" to real property arising out of the use by any person or organization of asbestos, asbestos products, asbestos fibers, asbestos dust, including without limitation the costs incurred with respect to the removal or abatement of asbestos, asbestos products, asbestos fibers or asbestos dust from or in such real property;
- (2) Any obligation of the insured to indemnify any party because of damages arising out of such "property damage", "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- (3) Any obligation to defend any "suit" or claim against the insured alleging "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury or "property damage" resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

t. Lead

- (1) "Bodily injury" or "property damage", for past, present or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of or testing for, lead whether or not the lead is or was at any time airborne as a particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever;
- (2) The costs of clean up or removal of lead or products and materials containing lead;

- (3) The costs of such actions as may be necessary to monitor, assess and evaluate the release or threat of same, or lead or products and material containing lead;
- (4) The cost of disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (5) The cost of compliance with any law or regulation regarding lead.

u. Nuclear

- (1) "Bodily injury" or "property damage":
 - (a) With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any 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 (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is or, had this policy not been issued, would be entitled to indemnify 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.
- (2) "Bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (a) The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at anytime possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the insured; or
 - (c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions of Canada, this subparagraph (2) (c) applies only to "property damage" to such "nuclear facility" and any property thereat.
- (3) "Bodily injury" or "property damage" resulting from the intentional or unintentional detonation of any nuclear bomb or nuclear device.
- (4) As used in this exclusion, the following definitions apply:
 - (a) "Hazardous properties" include radioactive, toxic or explosive properties.
 - (b) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - (c) "Source material", "special nuclear material" and "by-product material" have the meanings given them in Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (d) "Spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a "nuclear reactor";
 - (e) "Waste" means any waste material (i) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (ii) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
 - (f) "Nuclear facility" means:
 - (i) Any "nuclear reactor";
 - (ii) Any equipment or device designed or used for (a) separating the isotopes or uranium or plutonium, (b) processing or utilizing "spent fuel", or (c) handling, processing or packaging "waste";
 - (iii) 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;
 - (iv) 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.

v. Securities and Financial Interest

Any claim or "suit" alleging or asserting in any respect loss, injury or damage, in connection with the purchase or sale, the offer, solicitation, or advertising for the purchase or sale, or the depreciation or decline in price or value, of any security, debt, deposit, or financial interest or instrument.

w. Silica

(1) "Bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, and/or any other type of injury, loss, cost, damage, or expense sustained by any person for the real or alleged emergence, contraction, aggravation or exacerbation of any form of silicosis or any other disease of the human body caused by, arising out of, or resulting from the manufacture, mining, use, sale, removal, or distribution by any person or organization of silica, silica products, silica fibers or silica dust, or the exposure to silica, silica products, silica fibers or silica dust; or

(2) Any obligation of the insured to defend and/or indemnify any party because of damages arising out of such "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time caused by, arising out of, or resulting from the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to silica, silica products, silica fibers or silica dust.

x. Pastoral and Counseling Professional Services

"Bodily injury" or "property damage" arising out of "counseling services".

y. Sexual Abuse or Molestation Exclusion

Any loss, cost, damage, or expense caused by, arising out of, or resulting, directly or indirectly, in whole or in part from physical abuse, sexual abuse or molestation, including, but not limited to, the following:

(1) actual or threatened physical abuse, sexual abuse or molestation of any person, committed by or alleged against any person, including, but not limited to, any insured, any "employee" of any insured, any volunteer of any insured, any leased or temporary worker working for any insured, any patron of any insured, any visitors, or any other person; or

(2) any act or failure to act to suppress or prevent actual or threatened physical abuse, sexual abuse or molestation of any person, by any person in Paragraph (1) above;

regardless of the theory of liability or cause of action alleged in the complaint or claim against the insured, including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent placement, and/or negligent training.

However, this exclusion does not apply to corporal punishment to your student administered by or at the direction of any insured.

z. Coverage Provided Elsewhere

Any claim or "suit" for which coverage is provided under Coverage **B** – Personal And Advertising Injury Liability of this policy or any coverage made a part of this policy by endorsement.

aa. Violation Of Statutes In Connection With Sending, Transmitting Or Communicating Any Material Or Information

Any loss, injury, damage, claim, "suit", cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, which addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information, by any means whatsoever.

Exclusions **c.** through **n.** do not apply to damage by "specified peril" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of "personal and advertising injury" 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 for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages and/or "defense costs" is limited as described in Section III - Limits Of Insurance and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages A or B, or any other coverage added by endorsement to this policy, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Costs Section.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed 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.

f. **Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., 17.b. and 17.c. of the definition of "personal and advertising injury" in Section V - Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet and the dissemination of church services, activities, or events which are broadcast either over the air or through the internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage migration, release or escape of "pollutants" at any time.

n. Pollution-Related

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".

o. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

p. Coverage Provided Elsewhere

Any claim or "suit" for which coverage is provided under Coverage A – Bodily Injury And Property Damage Liability of this policy or any Coverage Part made a part of this policy by endorsement.

q. Disaffiliation, Organizational Split, Schism, Secession or Expulsion

"Personal and Advertising Injury" arising out of the actual or attempted disaffiliation, organizational split, schism, secession or expulsion involving one or more "Participants". This exclusion applies regardless of:

(1) Whether the disaffiliation, organizational split, schism or expulsion is based upon differences in religious philosophy, doctrine, organization operations, organization leadership or any other basis;

(2) The nature of the damages claimed or relief sought;

(3) When the "personal and advertising injury" occurred or when the claim or "suit" is brought;

(4) Whether the claim or "suit" is based upon contract or tort.

Exclusions i. War, q. Fungus/Mold, r. Employment Related Practices, s. Asbestos, t. Lead, u. Nuclear, v. Securities and Financial Interest, w. Silica and aa. Violation of Statues in Connection with Sending,

Transmitting or Communicating Any Material or Information pertaining to "bodily injury" and "property damage" under Coverage A. Bodily Injury And Property Damage Liability shall apply equally to "personal and advertising injury" under this Coverage B. Personal And Advertising Injury Liability.

COVERAGE C. Medical Payments

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent, or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers" or your church members.
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- f. **Coverage A Exclusions**
Excluded under Coverage A.

DEFENSE COSTS SECTION (PERTAINING TO ALL COVERAGES OTHER THAN COVERAGE C)

We will pay, as part of the applicable limit of insurance, as described in Section III. – Limits Of Insurance, with respect to any claim or "suit" the following "defense costs":

- 1. All expenses we incur, including attorney fees and all other litigation expenses.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Coverage A applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by 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.
- 5. All costs taxed against the insured in the "suit".

6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period or time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

“Defense costs” do not include:

1. Salaries and expenses of our employees or your employees, and
2. Fees and expenses of independent adjusters we hire.

INDEMNITEE PROVISION

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 "insured 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 "insured 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 the 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 the 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 demands, notices, summonses 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 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 “defense costs”. Such “defense costs” will be included within and reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as “defense costs” ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or “defense costs” or 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

1. If you are designated in the Declarations or applicable Memorandum of Insurance 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" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) 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), or to a co-"employee" while that co-"employee" is either 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, or to any claim or "suit" brought by the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of such injury.
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a), above; or
 - (c) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", or "voluntary workers"; or any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. 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.
 - e. Your church members, but only with respect to their liability arising out of your church sponsored activities or duties related to the conduct of your business.
 - f. Trustee, official, "executive officer", member of the Board, Council, Deaconry, Vestry, or Elders; Sunday school superintendent or any Sunday school teacher; or any student teacher teaching as part of their educational requirement, but only while performing duties related to the conduct of your business.
3. Any newly added "participants" to the "Program" as on file with the "Association" will qualify as a Named Insured. However:
- a. Coverage under this provision is afforded until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. Coverage **C** does not apply to "bodily injury" arising out of an accident which occurred before the date and time that such "participant" was added to the "Program".
- e. With respect to any other coverage added by endorsement to this policy, such coverage does not apply to any "occurrence", offense, "act error or omission", "medical incident", "wrongful act", or "insured event", claim or "suit" (as may be defined in the applicable endorsement), whichever is applicable, and which occurred before the date and time that such "participant" was added to the "Program" or before the applicable retroactive date as on file with the United Church Insurance Association.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations or applicable Memorandum of Insurance and the rules below establish the most we will pay regardless of the number of:
 - a. Insureds,
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
2. Regardless of the number of "participants" under the "Program", the Overall Program Aggregate Limit is the most we will pay under this policy for the sum of **all**:
 - a. Medical expenses under Coverage **C**,
 - b. Damages and/or "defense costs" under Coverages **A** and **B**, and
 - c. Damages and/or "defense costs" under all other Coverage Parts provided by any endorsement attached to and forming a part of this policy.
3. Subject to Paragraph 2. above, the General Aggregate Limit Per Participant is the most we will pay per "participant" for the sum of:
 - a. Medical expenses under Coverage **C**,
 - b. Damages and/or "defense costs" under Coverages **A** and **B**, except for damages and/or "defense costs" because of "bodily injury" or "property damage" included within "products-completed operations hazard", and
 - c. Damages and/or "defense costs" under all other Coverage Parts provided by any endorsement attached to and forming a part of this policy.
4. Subject to Paragraph 2. above, the Products-Completed Operations Aggregate Limit Per Participant is the most we will pay per "participant" under Coverage **A** for damages and/or "defense costs" because of "bodily injury" and "property damage" included within the "products-completed operations hazard".
5. Subject to Paragraph 3 above, the Personal and Advertising Injury Limit is the most we will pay per "Participant" under Coverage **C** for the sum of damages and/or "defense costs" because of all "personal and advertising injury" sustained by any one person or organization.
6. Subject to Paragraph 3. or 4. above, whichever is applicable, the Each Occurrence Limit is the most we will pay per "Participant" for the sum of:
 - a. Damages and/or "defense costs" under Coverage **A**, and
 - b. Medical Expenses under Coverage **C**, because of all "bodily injury" and "property damage" arising out of any one "occurrence".
7. Subject to Paragraph 6. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages and/or "defense expenses" because of "property damage" to premises, while rented to you, or in the case of a "specified peril", while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "specified peril".
8. Subject to Paragraph 6. above, the Medical Expenses Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this policy 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 or applicable Memorandum of Insurance, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Act Error or Omission, Medical Incident, Wrongful Act, Insured Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense, "act error or omission", "medical incident", "wrongful act", or "insured event" which may result in a claim". To the extent possible, notice should include:
- (1) How, when and where the "occurrence", offense, "act error or omission", "medical incident", "wrongful act", or "insured event" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence", offense, "act error or omission", "medical incident", "wrongful act", or "insured event".
- b. If a claim is made or "suit" is brought against any insured; you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation 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 injury or damage 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 Policy:

- 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 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under any of the coverages provided within this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **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 Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability.**
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

- (2) Payment under Coverage **C – Medical Payments** is primary only for the first one thousand (\$1,000) per person, per accident. Any other payment under such Medical Payments is excess over any other applicable policies, programs, health plans or plans that are intended to cover medical expenses, even if such other policies, programs, health plans or plans 1) are stated to be secondary, excess or contingent; or 2) have benefits which are available but not elected to be received.

However, notwithstanding anything to the contrary stated above, if the "bodily injury" is sustained by an individual younger than 18 years of age and caused by an accident that results from child care or camp activities, the entire ten thousand dollar Medical Payments limit (\$10,000) is excess over any other applicable policies, programs, health plans or plans that are intended to cover medical expense, even if such other policies, programs, health plans or plans: 1) are stated to be secondary, excess or contingent; or 2) have benefits which are available but not elected to be received.

- (3) When this insurance is excess, we will have no duty under any of the coverages provided within this Coverage Form 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.
- (4) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (5) 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 or applicable Memorandum of Insurance.

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. Premium and Audit

- a. We will compute all premiums for this Policy in accordance with our rules and rates.
- b. The premium for this policy is a flat premium and therefore, is not subject to adjustment, except that additional premiums shall be required for any additional exposure and/or additional "participants" as described in the "Adjustable Premium and Adjustable Overall Program Aggregate Limit Endorsement", or as provided for in Condition 9., Cancellation.

- c. Additional “participants” and additional exposures shall be reported to us on a quarterly basis, and we will increase the Premium and the Minimum Earned Premium shown in Item 5. of the Declarations in accordance our current rules and rates.
- d. The “Association” must keep records of the information we need for premium computation, and send us copies at such times as we may request. The “Association” is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

6. Representations

By accepting this policy, you agree that:

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

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the “Association”, 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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this 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.

9. Cancellation

- a. The “Association” may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the “Association” written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 90 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the “Association’s” last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, we will send the “Association” any premium refund due. If we cancel, the refund will be pro rata. If the “Association” cancels, earned premium will be calculated in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium at inception of the policy shown in Item 5. of the Declarations, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The “Association” 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.

11. 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 this policy period and up to three years afterward.

12. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. 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, and we do not warrant that conditions:

- a. Are safe or healthful: or
- b. Comply with laws, regulations, codes or standards. This condition applies not only to us, but also to any rating advisory, rate service or similar organization which make insurance inspections, surveys, reports or recommendations.

13. Transfer of your Rights and Duties Under This Policy

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

14. Service Of Suit

In the event of the failure of the Company to pay any amount claimed to be due hereunder, we, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver by us or our 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 Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts, 02110 or his or her representative, and that in any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as our 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 any beneficiary hereunder arising out of this policy of insurance, and hereby designates the above named Counsel Legal Department, Lexington Insurance Company, 99 High Street, Boston, MA 02110, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

15. Arbitration

Notwithstanding Condition 14. Service of Suit, above, in the event of a disagreement as to the interpretation of this policy (except with regard to whether this policy is void or voidable), it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy.

The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, the selection of the umpire shall be submitted to the Judicial Arbitration and Mediation Services (hereinafter, "JAMS"). The umpire shall not be selected in accordance with Rule 15 (as may be amended from time to time) of the JAMS Comprehensive Arbitration Rules and Procedures for the selection of a sole arbitrator.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 days of the selection of the umpire. The panel

shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear expenses of its designated Arbitrator and shall jointly and equally share with the other the expense of the umpire and the arbitration.

The arbitration proceeding shall take place in the vicinity of the "Association's" mailing address as shown in the Declarations or such other place as may be mutually agreed by the "Association" and us. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the JAMS Comprehensive Arbitration Rules and Procedures.

SECTION -V - 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. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Association" means the United Church Insurance Association.
4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury.
5. "Coverage territory" means:
 - a. The United States of America, including its territories and possessions, Puerto Rico and Canada; or
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

Payment of loss under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

6. "Defense costs" means those expenses described in Defense Costs Section, but not including those costs specifically excluded therein.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because;
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement

If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract agreement.

11. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specified peril" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
12. "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".
13. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

- 14.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;
 - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
 - f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
 - (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 15.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 16.** "Participant" means churches and affiliated entities and organizations participating in the United Church Insurance Association's insurance program as listed on the individual Memorandum of Insurance. If multiple entities are listed on a single Memorandum of Insurance, all those entities together are to be considered as one "participant".
- 17.** "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;
 - 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 or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit Per Participant.
- 20.** "Program" means the United Church Insurance Association's Insurance Program.
- 21.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or.
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

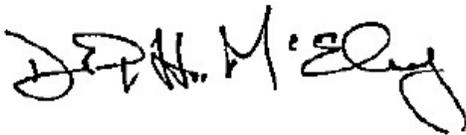
As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 22.** "Specified Perils" means fire, windstorm, hail, explosion, riot, smoke, or civil commotion.
- 23.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury" 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.

- 24. "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.
- 25. "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.
- 26. "Your product"
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 27. "Your work"
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

If any term is not defined herein, please refer to the appropriate Coverage Endorsement.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative.

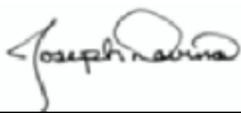


President



Secretary

This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 1
EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT**

NOTICE: THIS IS A CLAIMS-MADE COVERAGE. DEFENSES COSTS ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. THE "EACH EMPLOYEE LIMIT" PROVIDED HEREIN IS INCLUDED WITHIN AND REDUCES THE "GENERAL AGGREGATE LIMIT PER PARTICIPANT" AND THE "OVERALL PROGRAM AGGREGATE LIMIT".

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM

SCHEDULE

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

Retroactive Date: **January 1, 1993 or as respect specific "participants" as on file with the United Church Insurance Association**

I. The following Employee Benefits Liability Coverage is added to **SECTION I – COVERAGES** as follows:
Employee Benefits Liability Coverage

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of any act, error or omission, of the insured, or of any other person for whose acts 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:

- (1) The amount we will pay for damages and/or "defense costs" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages A, B, this Employee Benefits Liability Coverage, or any other coverage added by endorsement to this policy, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Costs Section.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- (2) A "claim" for damages against the insured because of the act, error, or omission or written notice of the act, error or omission is first made in accordance with paragraph c. below, and reported to us within 90 days of the end of the policy period or during any Extended Reporting Period we provide in accordance with the "Extended Reporting Periods Endorsement"; and
- (3) The act, error, or omission occurred on or after the Retroactive Date shown in the Schedule of the "Employee Benefits Liability Coverage Endorsement", but before the end of the policy period; and
- (4) Prior to the effective date of this policy, none of your executive officers, directors, clergy, trustees, elders, deacons, vestry members, council members, human resource managers, insurance managers, claims managers, or risk managers had knowledge of an act, error

or omission, or of any circumstance(s) likely to give rise to a "claim" under this policy, whether or not such act, error or omission or "claim" is disclosed in the Application for this policy.

- c. A "claim" seeking damages will be deemed to have made at the earliest of the following times:
 - (1) When written notice of such "claim" is received and recorded by the "participant", an insured acting on the "participant's" behalf, or by us, whichever comes first; or
 - (2) When written notice of an act, error or omission is given to us before any resulting claim is first made in writing against any insured;
 - (3) When we make settlement in accordance with paragraph 1.a. above.
- d. All "claims" for damages because of the same act, error, or omission including damages claimed by any person or organization for care, loss of services, or death resulting at any time for an act, error, or omission will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act, Error or Omission**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- f. **Workers' Compensation And Similar Laws**

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

- h. **Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

- i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

II. With respect to coverage provided by this "Employee Benefits Liability Coverage Endorsement" only, Paragraph 2. of Section II – Who Is An Insured is deleted and replaced with the following:

1. Each of the following is also an insured:

- a.** Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b.** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

III. With respect to coverage provided by this "Employee Benefits Liability Coverage Endorsement" only, Paragraph 1. of Section III – Limits Of Insurance is deleted in its entirety and replaced with the following:

1. The Limits of Insurance shown in the Schedule of the "Employee Benefits Liability Coverage Endorsement" and the Declarations as well as the rules below establish the most we will pay regardless of the number of:

- a.** Insureds,
- b.** Claims made or "suits" brought,
- c.** Persons or organizations making claims or bringing "suits
- d.** Acts, errors, or omissions, or
- e.** Benefits included in your "employee benefit program".

IV. Paragraph 11. is added to Section III – Limits Of Insurance as follows:

1. Subject to 2. or 3. above, whichever amount remaining is less, the Each Employee Limit is the most we will pay for all damages and/or "defense costs" sustained by any one "employee", including damages and/or "defense costs" sustained by such "employee's" dependents and beneficiaries, as a result of:

- a.** An act, error or omission; or
- b.** A series of related acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program". However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

All related acts, errors, or omissions or series of interrelated acts, errors, or omissions will be deemed to be a single act, error, or omission and shall be deemed to have occurred when the first of such acts, errors, or omissions occurred.

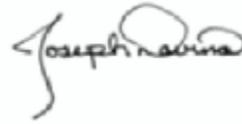
- V. With respect to coverage provided by this "Employee Benefits Liability Coverage Endorsement" only, Paragraphs 7. and 23. of Section IV – Definitions are deleted in their entirety and replaced with the following:
1. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 2. "Suit" means a civil proceeding in which damages because of an act, error, or omission 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.
- VI. The following definitions are added to Section V – Definitions of the policy:
1. "Administration" means:
 - a. Providing information, whether written or oral, to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means a written demand or written notice received by the insured, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

VII. Extended reporting periods for this coverage may be provided for an additional premium through the “Extended Reporting Periods Endorsement” which is applicable to all claims-made coverages under this policy.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to read "Josephina". The signature is written in a cursive style with a large initial 'J'.

Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
 Forms a part of Policy No.: 011971558
 Issued to: United Church Insurance Association
 By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT NO. 2
HIRED AUTO LIABILITY, NON-OWNED AUTO LIABILITY, OWNED TRAILER LIABILITY, HIRED AUTO PHYSICAL DAMAGE AND OWNED TRAILER PHYSICAL DAMAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM

NOTICE: DEFENSES COSTS ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. (1) THE “NON-OWNED AUTO LIABILITY LIMIT”, (2) THE “HIRED AUTO LIABILITY LIMIT”, (3) THE “OWNED TRAILER LIABILITY LIMIT”, (4) THE “HIRED AUTO PHYSICAL DAMAGE LIMIT” AND (5) THE “OWNED TRAILER PHYSICAL DAMAGE LIMIT” PROVIDED HEREIN, ARE INCLUDED WITHIN AND REDUCE THE “GENERAL AGGREGATE LIMIT PER PARTICIPANT” AND THE “OVERALL PROGRAM AGGREGATE LIMIT”.

SCHEDULE

Liability Limits of Insurance:

	Combined Single Limit:
Non-Owned Auto Liability Limit:	\$1,000,000 Each “Occurrence”
Hired Auto Liability Limit:	
Owned Trailer Liability Limit:	

Subject to the “General Aggregate Limit Per Participant” and the “Overall Program Aggregate Limit”, the Combined Single Limit shown above is the most that we will pay for all liability arising out of each “occurrence” regardless of the number of “non-owned auto(s)”, “hired auto(s)” and “owned trailer(s)” involved in a single “occurrence”.

Physical Damage Limits of Insurance:

	Limit of Insurance:	Deductible:
Hired Auto Physical Damage Limit:	\$100,000 Each “Hired Auto”	\$1,000 Each “Occurrence”
Owned Trailer Physical Damage Limit	\$100,000 Each “Owned Trailer”	\$1,000 Each “Occurrence”

A. HIRED AUTO LIABILITY

The insurance provided under **COVERAGE A – Bodily Injury And Property Damage Liability (Section I – Coverages)** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by an insured (as defined herein), but only while performing duties related to the conduct of your business.

B. NON-OWNED AUTO LIABILITY

The insurance provided under **Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)** applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by an insured (as defined herein), but only while performing duties related to the conduct of your business.

C. OWNED TRAILER LIABILITY

The insurance provided under **Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)** applies to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of an "owned trailer" by an insured (as defined herein), but only while performing duties related to the conduct of your business and only if such “owned trailer” is not insured under any other insurance or would be insured under such other insurance, but for the exhaustion of the limits of insurance under such policy.

D. HIRED AUTO PHYSICAL DAMAGE COVERAGE

The insurance provided under Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages) applies to "property damage" to a "hired auto" which is within your care, custody and control or for which you are responsible in accordance with a written contract. In addition, "property damage" shall include the diminution in value of an "auto" when it is required by a rental agreement, lease or written contract.

Notwithstanding the Insuring Agreement for Coverage A which requires legal liability on the part of the insured, such "property damage" is extended to include "property damage" arising out of any peril, including theft, or the "hired auto" being struck by an uninsured motorist, underinsured motorist, or hit and run driver.

The Limit of Insurance set forth in the above Schedule for Hired Auto Physical Damage applies to all loss of use and "property damage" combined for each "hired auto" sustaining physical damage. You are solely responsible for the deductible shown in the above Schedule which applies to each and every "occurrence" and we will not pay for any claim within such deductible. The deductible is not included within nor does it reduce the available Hired Auto Physical Damage Limit.

E. OWNED TRAILER PHYSICAL DAMAGE COVERAGE

The insurance provided under Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages) applies to "property damage" to an "owned trailer", but only while used in connection with your business and only if such "owned trailer" is not insured under any other insurance or would be insured under such other insurance, but for the exhaustion of the limits of insurance under such policy. Notwithstanding the Insuring Agreement for Coverage A which requires legal liability on the part of the insured, such "property damage" is extended to include "property damage" arising out of any peril, including theft, or the "owned trailer" being struck by an uninsured motorist, underinsured motorist, or hit and run driver.

The Limit of Insurance set forth in the above Schedule for Owned Trailer Physical Damage applies to all loss of use and "property damage" combined for each "owned trailer" sustaining physical damage. You are solely responsible for the deductible shown in the above Schedule which applies to each and every "occurrence" and we will not pay for any claim within such deductible. The deductible is not included within nor does it reduce the available Owned Trailer Physical Damage Limit.

F. With respect to the insurance provided by this endorsement:

1. Subparagraphs **b., c., g., h., j., k., l., m.** and **n.** of paragraph **2.**, Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages) do not apply. However, all other exclusions of Coverage A do apply.

2. The following exclusions are added to Paragraph **2.**, Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages):

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 1. That the insured would have in the absence of the contract or agreement; or
 2. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- b. "Property damage" to:
 1. Personal property owned or being transported by, or rented or loaned to any insured; or
 2. Personal property in the care, custody or control of the insured.

However, this exclusion does not apply to "property damage" to a "hired auto" in accordance with Paragraph **C.**, Hired Auto Physical Damage Coverage or "owned trailer" in accordance with Paragraph **E.**, Owned Trailer Physical Damage Coverage.

- G.** For the purposes of this endorsement only, Section II – Who Is An Insured is deleted and replaced with the following:
Each of the following is an insured under this insurance to the extent set forth below:
1. With respect to coverage provided under Paragraphs **A.**, **B.** or **C.** above:
 - a. You;
 - b. Any trustee, official, “executive officer”, “volunteer worker” , “temporary worker” or member of the Board, Council, Deaconry, Vestry, or Elders of any “participant”, but only while performing duties related to the conduct of your business; or
 - c. Any other person using a “non-owned auto”, “hired auto” or “owned trailer” with your permission, but only while such person is performing duties related to the conduct of your business.
 2. With respect to coverage provided under Paragraph **D.** above:
 - a. You; or
 - b. Any “employee” or other person specified in Subparagraph 1.b. above who executes a rental or lease agreement on your behalf.
 3. With respect to coverage provided under Paragraph **E.** above, you.
- H.** For the purposes of this endorsement only, the definition of "insured contract" in the Section **V.** Definitions is amended by the addition of the following:
1. “Insured contract” means:
 - a. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your “employees” of any “hired auto”.
- I.** For the purposes of this endorsement only, the following definitions are added to the Section **V.** Definitions and supersede any similar definitions to the contrary in the policy:
1. "Hired auto" means any “auto” that you lease, hire, rent or borrow for less than 180 days. This does not include “autos” owned by your “employees”, trustees, officials, “executive officers”, or members of the Board, Council, Deaconry, Vestry or Elders.
 2. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes “autos” owned by your “employees”, trustees, officials, “executive officers”, or members of the Board, Council, Deaconry, Vestry, or Elders, but only while used in connection with your business.
 3. “Owned trailer” means a trailer owned by you licensed for use on public roads, but only while used in connection with your business.

All other terms and conditions of the policy remain the same.

Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 3
CEMETERY PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT**

NOTICE: DEFENSES COSTS ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. THE "EACH ACT, ERROR OR OMISSIONS LIMIT" PROVIDED HEREIN IS INCLUDED WITHIN AND REDUCES THE "GENERAL AGGREGATE LIMIT PER PARTICIPANT" AND THE "OVERALL PROGRAM AGGREGATE LIMIT". "PROPERTY DAMAGE" AS DEFINED HEREIN IS LIMITED. (SEE THE "PROPERTY DAMAGE" DEFINITION.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM

SCHEDULE

Each Act, Error or Omission Limit: **\$1,000,000**

**I. The following Cemetery Professional Liability Coverage is added to Section I – Coverages as follows:
Cemetery Professional Liability Coverage**

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of "bodily injury", "property damage", or mental anguish arising out of an "act, error, or omission" in the course of performing "cemetery operations" for you to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of an "act, error, or omission" to which this insurance does not apply. We may at our discretion investigate any "act, error, or omission" in the course of performing "cemetery operations" for you and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages and/or "defense costs" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages A, B, this Cemetery Professional Liability Coverage, or any other coverage added by endorsement to this policy, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Costs Section.

b. This insurance applies to an "act, error, or omission" in the course of performing "cemetery operations" for you only if:

- (1) The "act, error, or omission" takes place in the "coverage territory"; and
- (2) The "act, error, or omission" occurs during the policy period.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury", "property damage", or mental anguish for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- b. Any "act, error, or omission" committed by you or at your direction with knowledge that such act is criminal;

- c. "Bodily injury", "property damage", or mental anguish arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", watercraft, or "mobile equipment" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

However, this exclusion does not apply to "property damage" to any "deceased human body" or mental anguish arising out of mishandling or loss of, or "property damage" to any "deceased human body".

- d. Bodily injury", "property damage", or mental anguish to any of your employees, independent contractors, "volunteer workers", or subcontractors, whether or not covered under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law or any claim or "suit" brought for loss of consortium by any person or entity;
- e. "Bodily injury" or "property damage" for which coverage is provided under Coverage A;
- f. "Personal and advertising injury" for which coverage is provided under Coverage B; or
- g. Any loss, cost, damage, injury, expense, claim, or "suit" for which coverage is provided through another endorsement attached to and made part of this policy.

- II. With respect to coverage provided by this "Cemetery Professional Liability Coverage Endorsement" only, Section II – Who Is An Insured is deleted and replaced with the following:

SECTION II – WHO IS AN INSURED

- 1. You;

- 2. Your "executive officers", directors and trustees are insureds, but only with respect to their duties as your "executive officers", directors or trustees.

- 3. Your "employees" and "volunteer workers", but only while performing "cemetery operations" within the scope of their employment by you or scope of their duties for you.

- III. With respect to coverage provided by this "Cemetery Professional Liability Coverage Endorsement" only, Paragraph 1. of Section III – Limits Of Insurance is deleted in its entirety and replaced with the following:

- 1. The Limits of Insurance shown in the Schedule of the "Cemetery Professional Liability Coverage Endorsement" as well as the Declarations and the rules below establish the most we will pay regardless of the number of:

- a. Insureds,

- b. Claims made or "suits" brought,

- c. Persons or organizations making claims or bringing "suits", or

- d. "Act, errors, or omissions".

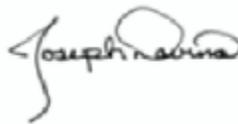
- IV. Paragraph 10. is added to Section III – Limits Of Insurance as follows:

- 1. Subject to 2. or 3. above, whichever amount remaining is less, the Each Act, Error or Omission Limit is the most we will pay because of all damages and "defense costs" arising out of any single "act, error, or omission".

All related "acts, errors, or omissions" or series of interrelated "acts, errors, or omissions" will be deemed to be a single "act, error, or omission" and shall be deemed to have occurred when the first of such "acts, errors, or omissions" occurred.

2. With respect to coverage provided by this "Cemetery Professional Liability Coverage Endorsement" only, Paragraphs **21.** and **23.** of Section **V** – Definitions are deleted in their entirety and replaced with the following:
3. "Property damage" means physical damage to "deceased human bodies", cremated remains, or such bodies' clothing or personal effects or to urns, caskets, cases, crypts, mausoleums, or other property used for the care or burial of a "deceased human body", provided that, such property is owned by others and in your care, custody or control for the purpose of caring for or burying of a "deceased human body".
4. "Suit" means a civil proceeding in which damages because of a "act, error, or omission" 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.
5. The following definitions are added to Section **V** – Definitions of the policy:
6. "Act, error, or omission" means any actual or alleged negligent act, error, or omission in the rendering or failing to render "cemetery operations".
7. "Cemetery operations" means care, handling, burial or other disposition of a "deceased human body", the conduct of memorial services, or the transportation of a "deceased human body".
8. "Deceased human body(ies)" means any deceased human body including ashes of such body after legal cremation and any part of such body severed therefrom.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 4
NURSES PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT**

NOTICE: DEFENSES COSTS ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. THE "EACH MEDICAL INCIDENT LIMIT" PROVIDED HEREIN IS INCLUDED WITHIN AND REDUCES THE "GENERAL AGGREGATE LIMIT PER PARTICIPANT" AND THE "OVERALL PROGRAM AGGREGATE LIMIT".

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM

SCHEDULE

Each Medical Incident Limit: **\$1,000,000**

I. The following Nurses Professional Liability Coverage is added to Section I – Coverages as follows:

Nurses Professional Liability Coverage

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of "bodily injury" or "property damage" arising out of a "medical incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of a "medical incident" to which this insurance does not apply. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages and/or "defense costs" is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages **A, B**, this Nurses Professional Liability Coverage, or any other coverage added by endorsement to this policy, or medical expenses under Coverage **C**.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Costs Section.

- b. This insurance applies to a "medical incident" only if:
 - (1) The "medical incident" takes place in the "coverage territory"; and
 - (2) The "medical incident" occurs during the policy period.

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

2. Exclusions

This insurance does not apply to:

- a. **Coverage A**
"Bodily injury" or "property damage" for which coverage is provided under Coverage A.

- b. **Expected or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

- c. **Coverage Provided Under Another Endorsement**

Any loss, cost, damage, injury, expense, claim, or "suit" for which coverage is provided through another endorsement attached to and made part of this policy.

d. Sexual Abuse or Molestation

Any actual or alleged conduct of a sexual nature, including, but not limited to, sexual abuse or molestation.

e. Dishonest, Fraudulent or Criminal Acts or Omissions

Any dishonest, fraudulent or criminal act or omission.

f. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

g. Workers' compensation and Similar Laws

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

h. Employer's Liability

- (1) "Bodily injury" to an "employee" of the insured arising out of and in the course of:
 - i. Employment by the insured; or
 - ii. Performing duties related to the conduct of the insured's business; or
- (2) Any claim or "suit" brought by the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

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

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

i. Motor Vehicle, Trailer, Watercraft, or Aircraft

"Bodily injury" or "property damage" arising out of the ownership maintenance operation, use, loading or unloading, or entrustment of any motor vehicle, trailer, watercraft or aircraft.

However, this exclusion does not apply to "bodily injury" arising out of entering into, occupying, or alighting from any motor vehicle or trailer owned or operated by or rented to or loaned to the insured which is designated to be used for specific medical examination or treatment purposes, including, but not limited to, bloodmobiles, mobile mammography, or X-ray units, while any such motor vehicle or trailer is stationary and being utilized for such specific medical examination or treatment purpose.

j. Employed Physicians

"Bodily injury" or "property damage" caused by or arising out of any "medical incident" by any employed physician, intern, or dentist.

However, this exclusion does not apply to any "medical incident" arising out of the administrative duties of such employed physician, intern, or dentist in his/her capacity as medical director for you.

- II. With respect to coverage provided by this “Nurses Professional Liability Coverage Endorsement” only, Section II – Who Is An Insured is deleted and replaced with the following:

SECTION II – WHO IS AN INSURED

1. You;
2. The following persons employed by or volunteering for you, but only while acting within the scope of their employment for you or while acting within the scope of their duties for you:
 - a. All registered or licensed practical nurses;
 - b. Persons with current certification and/or licensing as a Paramedic or Emergency Medical Technician;
 - c. Persons with current certification for completing the American Red Cross Emergency Response Course;
 - d. Persons with current certification for completing the American Red Cross Responding to Emergencies Course or equivalent;

- III. With respect to coverage provided by this “Nurses Professional Liability Coverage Endorsement” only, Paragraph 1. of Section III – Limits Of Insurance is deleted in its entirety and replaced with the following:

1. The Limits of Insurance shown in the Schedule of the “Nurses Professional Liability Coverage Endorsement” and the Declarations as well as the rules below establish the most we will pay regardless of the number of:
 - a. Insureds,
 - b. Claims made or "suits" brought,
 - c. Persons or organizations making claims or bringing "suits", or
 - d. “Medical Incidents”.

Paragraph 13. is added to Section III – Limits Of Insurance as follows:

1. Subject to 2. or 3. above, whichever amount remaining is less, the Each Medical Incident Limit is the most we will pay because of all damages and “defense costs” arising out of any single “medical incident”.

All related “medical incidents” or series of interrelated “medical incidents” will be deemed to be a single “medical incident” and shall be deemed to have occurred when the first of such “medical incidents” occurred.

- IV. With respect to coverage provided by this “Nurses Professional Liability Coverage Endorsement” only, Paragraphs 4. and 23. of Section V – Definitions are deleted in their entirety and replaced with the following:

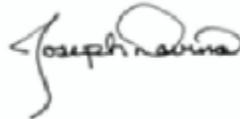
1. “Bodily injury” means bodily injury, sickness, disease, or death sustained by a person, including mental anguish, mental injury, mental illness, humiliation, shock, or emotional distress.
2. "Suit" means a civil proceeding in which damages because of a "medical incident" to which this insurance applies 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.

3. The following definition is added to Section V – Definitions of the policy:

“Medical Incident” means any act, error, or omission:

1. In furnishing medical, nursing or other professional health care services to any person;
2. The furnishing of food, beverages, medications, or appliances in connection with such services described in 1. above;
3. The furnishing or dispensing of drugs and medical surgical or dental supplies and appliances in connection with such services described in 1. above;
4. The handling of or performing of post-mortem examinations on human bodies;
5. Arising out of the rendering or failing to render Good Samaritan healthcare services.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to read "Josephina". The signature is written in a cursive style with a large initial "J".

Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 5
RELIGIOUS INSTITUTION PASTORAL AND COUNSELING PROFESSIONAL LIABILITY COVERAGE
ENDORSEMENT**

NOTICE: THIS IS A CLAIMS-MADE COVERAGE. DEFENSES COSTS ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. THE "EACH WRONGFUL ACT LIMIT" PROVIDED HEREIN IS INCLUDED WITHIN AND REDUCES THE "GENERAL AGGREGATE LIMIT PER PARTICIPANT" AND THE "OVERALL PROGRAM AGGREGATE LIMIT".

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM

SCHEDULE

Each Wrongful Act Limit: **\$1,000,000**

Retroactive Date: **January 1, 1993 or as respect specific "participants" as on file with the United Church Insurance Association**

I. The following Religious Institution Pastoral and Counseling Professional Liability Coverage (hereinafter, "Pastoral and Counseling Professional Liability Coverage") is added to Section I – Coverages as follows:
Pastoral and Counseling Professional Liability Coverage

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of a "wrongful act" in the course of performing "counseling services" for you to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of a "wrongful act" to which this insurance does not apply. We may at our discretion investigate any "wrongful act" in the course of performing "counseling services" for you and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages and/or "defense costs" is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages **A, B**, this Pastoral and Counseling Professional Liability Coverage, or any other coverage added by endorsement to this policy, or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Costs Section.

- b. This insurance applies to a "wrongful act" in the course of performing "counseling services" for you only if:
- (1) A claim for damages because of a "wrongful act" or written notice of a "wrongful act" is first made in accordance with paragraph c. below and reported to us within 90 days of the end of the policy period or during any Extended Reporting Period we provide in accordance with the "Extended Reporting Periods Endorsement"; and
 - (2) The "wrongful act" occurred on or after the Retroactive Date shown in the Schedule of the "Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement", but before the end of the policy period; and
 - (3) Prior to the effective date of this policy, none of your executive officers, directors, clergy, trustees, elders, deacons, vestry members, council members, human resource managers, insurance managers, claims managers, or risk managers had knowledge of a "wrongful act",

or of any circumstance(s) likely to give rise to a "claim" under this policy, whether or not such "wrongful act" or "claim" is disclosed in the Application for this policy; and
(4) The "wrongful act" takes place in the "coverage territory".

- c. A claim by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
 - (1) When written notice of such claim is received and recorded by the "participant", an insured acting on the "participant's" behalf, or by us, whichever comes first; or
 - (2) When written notice of a "wrongful act" is given to us before any resulting claim is first made in writing against any insured; or
 - (3) When we make settlement in accordance with paragraph 1.a. above.
- d. All claims for damages because of the same "wrongful act" including damages claimed by any person or organization for care, loss of services, or death resulting at any time for a "wrongful act" will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which coverage is provided under Coverage A;
- b. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured;
- c. "Personal and advertising injury";
- d. Any loss, cost, damage, injury, expense, claim, or "suit" for which coverage is provided through another endorsement attached to and made part of this policy;
- e. The rendering or failure to render "professional healthcare services";
- f. Any "wrongful act":
 - (1) Arising out of membership in a formal accreditation or similar professional board or committee of any hospital professional society;
 - (2) As a proprietor, superintendent or executive officer of any hospital, sanitarium, medical clinic with bed and board facilities or laboratory; or
 - (3) Arising out of any other non-religious trade, business employment, or profession;
- g. Any actual or alleged conduct of a sexual nature, including, but not limited to, sexual abuse or molestation;
- h. Any dishonest, fraudulent or criminal act or omission;
- i. A willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- j. Liability assumed by the insured under any non-religious contract or agreement;
- k. Liability resulting from the commitment by the insured of a person to a psychiatric institution unless such commitment was made in full compliance with the laws or statutes of the state where such commitment was made;
- l. Liability resulting from the insured's acceptance and/or undertaking of custodial care of responsibility of any person. This exclusion applies only if you undertake such custodial care or responsibility at the request, instruction, authorization or direction of a governmental agency, authority, board or officer having such authority or responsibility;

- m. Any “wrongful act” which occurs while any insured is acting for a professional counseling service organized expressly for the purpose of providing counseling, referral, educational, or similar services. However, this exclusion does not apply if such insured is acting on behalf of the “participant” and the “participant” supports and sponsors the “counseling services”;
 - n. “Counseling services” performed by any insured for a fee. However, this exclusion does not apply if the client receiving “counseling services” pays the “participant” for such services, and the “participant” retains 50% or more of the fee charged; or
 - o. Any claim or “suit” alleging or asserting in any respect loss, injury, or damage (including consequential “bodily injury”) in connection with “wrongful termination” of your “employees” and/or “discrimination” involving your “employees” and/or “sexual harassment” of your “employees”.
 - p. Any fines or penalties or other expenses arising from or in connection with any actual alleged violation of the Health Insurance Portability and Accountability Act of 1996, or its associated regulations (as may be extended or re-enacted).
- II. With respect to coverage provided by this “Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement” only, Section II – Who Is An Insured is deleted and replaced with the following:

SECTION II – WHO IS AN INSURED

1. You;
 2. Your “executive officers”, directors and trustees are insureds, but only with respect to their duties as your “executive officers”, directors or trustees;
 3. “Pastoral professional” officially designated or appointed by the “participant”, but only while providing “counseling services” within the scope of their duties or employment for you; and
 4. “Counseling professional” but only while providing “counseling services” within the scope of their duties or employment for you.
 5. “Employees” or “volunteer workers” officially designated or appointed by the “participant” but only while providing “counseling services” within the scope of their employment or while performing their designated duties for you.
- III. With respect to coverage provided by this “Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement” only, Paragraph 1. of Section III – Limits Of Insurance is deleted in its entirety and replaced with the following:
1. The Limits of Insurance shown in the Schedule of the “Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement” and the Declarations as well as the rules below establish the most we will pay regardless of the number of:
 - a. Insureds,
 - b. Claims made or "suits" brought,
 - c. Persons or organizations making claims or bringing "suits", or
 - d. “Wrongful acts”.
- IV. Paragraph 9. is added to Section III – Limits Of Insurance as follows:

1. Subject to 2. or 3. above, whichever amount remaining is less, the Each Wrongful Act Limit is the most we will pay because of all damages and “defense costs” arising out of any single “wrongful act”.

All related “wrongful acts” or series of interrelated “wrongful acts” will be deemed to be a single “wrongful act” and shall be deemed to have occurred when the first of such “wrongful acts” occurs.

- V. With respect to coverage provided by this “Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement” only, Paragraph **23.** of Section **V** – Definitions is deleted in its entirety and replaced with the following:

1. “Suit” means a civil proceeding in which damages because of a “wrongful act” 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.

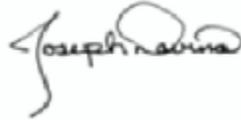
- VI. The following definitions are added to Section **V** – Definitions of the policy:

1. “Counseling professional” means **(i)** a professional therapist, psychologist, or counselor acting within the scope of their employment for you; **(ii)** a volunteer professional therapist, psychologist, or counselor performing duties related to the conduct of your institution; or **(iii)** a “volunteer worker” performing duties related to the conduct of your institution.
2. “Counseling professional services” means social counseling services offered to any individual by a “counseling professional”.
3. “Counseling services” means “pastoral professional services” and “counseling professional services”.
4. “Discrimination” means termination of an employment relationship or a demotion, or a failure or refusal to hire or promote an individual because of race, color, religion, age, sex, disability, pregnancy, natural origin, sexual orientation or other protected category or characteristic established pursuant to any applicable United States federal, state, or local law, regulation or ordinance.
5. “Pastoral professional” means a member of the clergy designated, appointed, or employed by you or a person in training for ordination while acting under the direct supervision of an ordained member of the clergy designated, appointed or employed by you.
6. “Pastoral professional services” means the offering or rendering of personal or spiritual advice or guidance, or conducting counseling sessions, without a charge, by a “pastoral professional”.
7. “Professional healthcare services” means:
 - a. Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
 - b. Any health service or treatment; or
 - c. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
8. “Sexual harassment” means unwelcome sexual advances and/or requests for sexual favors and/or other verbal or physical conduct of a sexual nature that (1) are made a condition of employment and/or (2) are used as a basis for employment decisions and/or (3) create a work environment that interferes with performance.
9. “Wrongful act” means any negligent act, error, omission, or mistake, actual or alleged, which arises out of the providing or failure to provide “counseling services” in the course of religious institution activities for you.

10. "Wrongful termination" means termination of an employment relationship in a manner which is against the law, wrongful, or in breach of an implied or written agreement to continue employment.

VII. Extended reporting periods for this coverage may be provided for an additional premium through the "Extended Reporting Periods Endorsement" which is applicable to all claims-made coverages under this policy.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to read "Josephina". The signature is written in a cursive style with a large initial "J" and a looped "P".

Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 6
SEXUAL MISCONDUCT LIABILITY COVERAGE ENDORSEMENT**

NOTICE: THIS IS A CLAIMS-MADE COVERAGE. DEFENSES COSTS ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. THE "EACH VICTIM LIMIT" PROVIDED HEREIN IS INCLUDED WITHIN AND REDUCES THE "GENERAL AGGREGATE LIMIT PER PARTICIPANT" AND THE "OVERALL PROGRAM AGGREGATE LIMIT".

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM
SCHEDULE**

Each Victim Limit: **\$1,000,000**

Retroactive Date: **January 1, 1993 or as respect specific "participants" as on file with the United Church Insurance Association**

I. The following Sexual Misconduct Liability Coverage is added to Section I – Coverages as follows:

Sexual Misconduct Liability Coverage

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of an "insured event" to which this insurance applies. We will have the right and duty to defend the insured against any "claim" or "suit" seeking those damages. However, we will have no duty to defend the insured against any "claim" or "suit" seeking damages for an "insured event" to which this insurance does not apply. We may, at our discretion, investigate any alleged "sexual misconduct" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages and/or "defense costs" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages **A, B**, this Sexual Misconduct Liability Coverage, or any other coverage added by endorsement to this policy, or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Defense Costs Section.

b. For this coverage to apply, all of the following conditions must be satisfied:

- (1) A "claim" for damages against the insured because of an "insured event" or written notice of an "insured event" is first made in accordance with paragraph c. below and reported to us within 90 days of the end of the policy period or during any Extended Reporting Period we provide in accordance with the "Extended Reporting Periods Endorsement"; and
- (2) The "insured event" forming the basis of the "claim" must take place or commence to occur on or after the retroactive date shown in the Schedule and prior to the end of the policy period; and
- (3) Prior to the effective date of this policy, none of your executive officers, directors, clergy, trustees, elders, deacons, vestry members, council members, human resource managers, insurance managers, claim managers, or risk managers had knowledge of an "insured event", or of any circumstance(s) likely to give rise to a "claim" under this policy, whether or not such "insured event" or "claim" is disclosed in the Application for this policy; and
- (4) The "insured event" must occur within the "coverage territory".

- c. A "claim" shall be considered to be made on the earlier of:
 - (1) When notice of such "claim" is received and recorded by the "participant", an insured acting on the "participant's" behalf, or by us, whichever comes first; or
 - (2) When written notice of an "insured event" is given to us before any resulting claim is first made in writing against any insured;
 - (3) When we make settlement.
- d. In the event one or more "claims" are made against the insured which allege multiple acts of "sexual misconduct" against any one "victim", coverage is provided only if the first such alleged acts of "sexual misconduct" occurs on or after the retroactive date shown in the Schedule.
- e. All "claims" arising out of one "insured event" shall be considered to be one "claim" and shall be deemed to be made at the time the first of such "claims" is made.

2. Exclusions

This insurance does not apply to:

- a. An "Insured event" for which the insured is obligated to pay damages and/or "defense costs" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages and/or "defense costs" that the insured would have in the absence of the contract or agreement.
- b. Any individual insured who personally participated in or directed any "insured event".

However, we will provide a civil defense to such individual insured until the limits of insurance under this policy have been exhausted by the payment of damages and "defense costs" or until such time as that individual insured is judicially determined to have intentionally participated in or directed such "insured event".

- c. Any "claim" or "suit" arising out of an alleged act of any individual insured if, prior to the date of the "insured event" out of which such "claim" or "suit" arises, any of the "participant's" executive officers, directors, clergy, trustees, elders, deacons, vestry members, council members, insurance managers, claim managers, risk managers or human resources directors was aware that, in a prior matter, such individual insured was judicially determined to have intentionally caused an act of "sexual misconduct".
- d. "Sexual misconduct" against a current "employee" at the time of the alleged "sexual misconduct" perpetrated by any insured. However, this exclusion does not apply if the "sexual misconduct" is outside the employee's course and scope of employment as determined by workers' compensation laws in the State where the incident occurred.

All Exclusions pertaining to "bodily injury" and "property damage" under Coverage **A**. Bodily Injury And Property Damage Liability shall apply equally to "insured events" under this Sexual Misconduct Liability Coverage, except for Exclusion **2.b.**, Contractual Liability and **2.y.**, Sexual Abuse or Molestation of Coverage **A** which does not apply to this Sexual Misconduct Liability Coverage. A contractual liability exclusion has been added herein.

- II. With respect to coverage provided by this "Sexual Misconduct Liability Coverage Endorsement" only, Subparagraph **2.b.** and **2.e.** of Section **II** – Who Is An Insured is deleted. No coverage is provided under this endorsement for church members, unless otherwise provided under another subparagraph of Section **II** – Who Is An Insured.
- III. With respect to coverage provided by this "Sexual Misconduct Liability Coverage Endorsement" only, Paragraph **1.** of Section **III** – Limits Of Insurance is deleted in its entirety and replaced with the following:
 - 1. The Limits of Insurance shown in the Schedule of the "Sexual Misconduct Liability Coverage Endorsement" and the Declarations as well as the rules below establish the most we will pay regardless of the number of:
 - a. Insureds,

- b. Claims made or "suits" brought,
- c. Persons or organizations making claims or bringing "suits",
- d. Acts of "sexual misconduct" against any one "victim", or
- e. The number of individuals engaged in acts of "sexual misconduct" against any one "victim".

However, the Limits of Insurance shown in the Schedule of the "Sexual Misconduct Liability Coverage Endorsement" apply per "participant", regardless of the number of "participants" under the "program".

IV. Paragraph 12. is added to Section **III** – Limits Of Insurance as follows:

Subject to 2. or 3. above, whichever amount remaining is less, the Each Victim Limit is the most we will pay for all damages and/or "defense costs" for all "claims" arising out of "sexual misconduct" against any one "victim" pursuant to the Sexual Misconduct Liability Coverage.

- 1. Such Each Victim Limit shown in the Schedule of the "Sexual Misconduct Liability Coverage Endorsement" applies per "participant", regardless of the number of "participants" under the "program".

V. With respect to coverage provided by this "Sexual Misconduct Liability Coverage Endorsement" only, Paragraph **23.** of Section **IV** – Definitions is deleted in its entirety and replaced with the following:

- 1. "Suit" means a civil proceeding in which damages because of an "insured event" 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.

VI. The following definitions are added to Section **V** – Definitions of the policy:

- 1. "Claim" means a written demand or written notice received by an insured in which damages likely to be covered under Sexual Misconduct Liability Coverage are alleged. "Claim" includes a civil action or an administrative proceeding, to which you must submit or to which you submit with our consent.
- 2. "Counseling relationship" means a relationship between an insured and any person to whom such insured provides counseling, pastoral care, spiritual direction, spiritual guidance or education or from whom such insured has received confession or confidential or privileged information.
- 3. "Insured event" means:
 - a. An act of "sexual misconduct" or a series of related acts of "sexual misconduct" against any one "victim" by: (1) your "employee" while performing duties related to their employment by you or (2) your "volunteer workers" while performing duties related to the conduct of your business; or
 - b. An act of "sexual misconduct" or a series of related acts of "sexual misconduct" perpetrated by a minor for whom services or care is being provided by you against another minor for whom services or care is being provided by the same Named Insured; or
 - c. an act of "sexual misconduct" or a series of related acts of "sexual misconduct" perpetrated by a student for whom services or care is being provided by you against another student for whom services or care is being provided by the same Named Insured; or

d. an act of "sexual misconduct" or a series of related acts of "sexual misconduct" which result in an allegation of vicarious liability, including but not limited to negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent placement and/or negligent training, regardless of the theory of liability or cause of action alleged in the complaint or claim against the insured.

4. "Sexual misconduct" means:

a. With respect to a person who is a minor or who is legally incompetent: sexual molestation, including but not limited to, any sexual involvement, sexual conduct or sexual contact, whether or not there is apparent consent of the "victim".

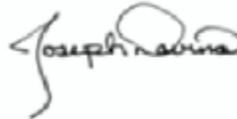
b. With respect to an individual with whom an insured has a "counseling relationship": sexual exploitation, including but not limited to, the development of, or the attempt to develop, a sexual relationship whether or not there is apparent consent of the "victim".

c. With respect to any other person: sexual molestation including but not limited to, any unwanted sexual involvement, sexual conduct or sexual contact.

5. "Victim" means a person who is the object of "sexual misconduct".

VII. Extended reporting periods for this coverage may be provided for an additional premium through the "Extended Reporting Periods Endorsement" which is applicable to all claims-made coverages under this policy.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
 Forms a part of policy no: 011971558
 Issued to: United Church Insurance Association
 By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. 7
 STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – OHIO**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$ 1,000,000	Each Accident
Bodily Injury By Disease	\$ 1,000,000	Aggregate Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to Section I – Coverages:

COVERAGE – STOP GAP – EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Ohio Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" 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 accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

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

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

- (1) The:
 - (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
 - (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
 - (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers' compensation law" of Ohio; and
- (2) The:
 - (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
 - (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

- (1) For:
 - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

- (b) Care and loss of services; and
- (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";
provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you.

This exclusion does not apply to "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined by a court to have been committed by you with the belief that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

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

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers' compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or

- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or

- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);

- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law;
or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Defense Costs section applies to Coverage – Stop Gap Employers Liability as well as to Coverages A and B.

C. For the purposes of this endorsement, Section II – Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

1. 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.
2. 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.
3. 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.
4. 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.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

No person or organization is an insured with respect to 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.

D. For the purposes of this endorsement and subject to the Overall Program Aggregate Limit, Section III Limits Of Insurance, is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage 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.

E. For the purposes of this endorsement, Condition 2. Duties In The Event Of Occurrence, Claim Or Suit of the Conditions Section IV is deleted and replaced by the following:

1. Duties In The Event Of Injury, Claim Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (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 injury to which this insurance may also apply; and
 - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.
- 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.

F. For the purposes of this endorsement, Paragraph 5. of the Definitions Section is replaced by the following:

1. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

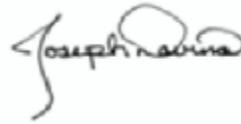
provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the Definitions Section:

1. "Workers' compensation Law" means the Workers' compensation Law and any Occupational Disease Law of Ohio. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

All other terms and condition of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
 Forms a part of policy no: 011971558
 Issued to: United Church Insurance Association
 By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. 8
 STOP GAP – EMPLOYERS LIABILITY COVERAGE
 ENDORSEMENT – WYOMING, NORTH DAKOTA, WASHINGTON**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$ 1,000,000	Each Accident
Bodily Injury By Disease	\$ 1,000,000	Aggregate Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to Section I – Coverages:

COVERAGE – STOP GAP – EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by applicable State Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" 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 accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

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

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers' compensation law" and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:
- (1) For:
 - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
 - (b) Care and loss of services; and
 - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee"; provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
 - (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you. This exclusion does not apply to "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined by a court to have been committed by you with the belief that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

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

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers' compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Defense Costs section applies to Coverage – Stop Gap Employers Liability as well as to Coverages A and B.

C. For the purposes of this endorsement, Section II – Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

1. 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.
2. 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.
3. 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.
4. 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.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

No person or organization is an insured with respect to 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.

D. For the purposes of this endorsement and subject to the Overall Program Aggregate Limit, Section III Limits Of Insurance, is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage 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.

E. For the purposes of this endorsement, Condition 2. Duties In The Event Of Occurrence, Claim Or Suit of the Conditions Section IV is deleted and replaced by the following:

1. Duties In The Event Of Injury, Claim Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (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 injury to which this insurance may also apply; and
 - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.
- 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.

F. For the purposes of this endorsement, Paragraph 5. of the Definitions Section is replaced by the following:

1. "Coverage territory" means:

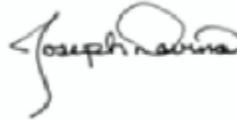
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the Definitions Section:

1. "Workers' compensation Law" means the Workers' compensation Law and any Occupational Disease Law of Wyoming, North Dakota, or Washington. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.



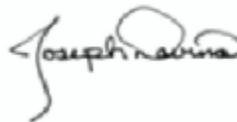
Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT NO. 9
ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT OR WRITTEN OR ORAL
AGREEMENT ENDORSEMENT

- A. Section II – Who is an Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or a written or oral agreement in effect during this policy period and executed prior to the “occurrence” of the “bodily injury” or “property damage”.
- B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This insurance provides coverage with regard to Coverage **A** Bodily Injury And Property Damage (Section I - coverages only).
 2. The person or organization is only an additional insured with respect to liability arising out of “your work”, “your product”, or your operations.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written or oral agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. This insurance does not apply to “bodily injury” or “property damage” arising out of “your work”, “your product”, or your operations included in the “product-completed operations hazard” unless you are required to provide such coverage by written contract or written or oral agreement and then only for the period of time required by the written contract or written or oral agreement and in no event beyond the expiration date of the policy.
 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written or oral agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy’s terms and conditions. Failure to comply with this provision may, at our option, result in the claim or “suit” being denied.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

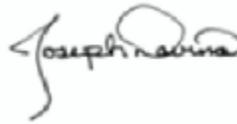
**ENDORSEMENT NO. 10
ADJUSTABLE PREMIUM AND ADJUSTABLE OVERALL PROGRAM AGGREGATE LIMIT
ENDORSEMENT**

This endorsement modifies insurance provided by the policy:
Within thirty (30) days after "the end of the policy period", you shall report to us the name of each new "participant" added to the "Program" and the date that such "participant" was added to the "Program" for the purposes of calculating the additional premium and adjusting the Overall Program Aggregate Limit.

The additional premium shall be equal to _____ per "participant" pro-rated from the date that such "participant" was added to the "Program" to the end of the policy period.

The Overall Program Aggregate Limit will be increased by the product of _____ multiplied by the number of new "participants" reported as of "the end of the quarter". The additional amount will be added to the Overall Program Aggregate Limit as of the day after "the end of the policy period" in which the new "participants" were reported. With respect to the year end calculation the adjusted Overall Program Aggregate Limit will apply on the inception date of the renewal policy, if purchased.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 11
EXTENDED REPORTING PERIODS ENDORSEMENT**

The Extended Reporting Periods as described herein apply to all of the following claims made coverage endorsements: (1) "Employee Benefits Liability Coverage Endorsement", (2) "Religious Institution Pastoral And Counseling Professional Liability Coverage Endorsement", and (3) "Sexual Misconduct Liability Coverage Endorsement" (hereinafter, individually referred to as the applicable "Endorsement"). These Extended Reporting Periods apply only to those "participants" shown in the "Schedule of Participants to Which Extended Reporting Periods Apply" (hereinafter, the "Schedule") attached to and forming part of this Policy and in accordance with the terms therein.

1. Automatic Extended Reporting Period

- a. Upon cancellation or non-renewal of any "participant" in the "Program", such "participant" shall have an Automatic Extended Reporting Period of sixty (60) days, commencing with the "termination date" and ending sixty (60) days thereafter. During the Automatic Extended Reporting Period, the "participant" must report to us in writing any claim first made against the insured during the Automatic Extended Reporting Period by reason of a "wrongful act", "insured event", or act, error or omission, whichever is applicable. The "wrongful act", "insured event", or act, error or omission, whichever is applicable must have been committed on or after the applicable retroactive date shown in the Schedule and before the "termination date".
- a. This Automatic Extended Reporting Period does not extend the policy period or change the scope of coverage provided. We shall consider any claim first made against an insured and reported to us in writing during the Automatic Extended Reporting Period to have been made on the last date on which this policy is in effect.
- b. The Automatic Extended Reporting Period shall only apply if the Optional Extended Reporting Period Endorsement has not been purchased. Coverage under the Automatic Extended Reporting Period cannot be canceled.
- c. The limits of insurance that apply to the policy and the applicable Endorsement are not increased or reinstated for claims first made against the insured and reported to us during the Automatic Extended Reporting Period.

2. Optional Extended Reporting Period

- One (1) year Optional Extended Reporting Period for 75% of the Participant's Annual Premium
Two (2) years Optional Extended Reporting Period for 100% of the Participant's Annual Premium
Three (3) years Optional Extended Reporting Period for 125% of the Participant's Annual Premium
- a. If the "participant" in the "Program" or we cancel or do not renew this policy with respect to that "participant", the "participant" shall have the right to purchase an Optional Extended Reporting Period.
 - b. To obtain this Optional Extended Reporting Period, the "participant" must request this such Optional Extended Reporting Period in writing from the "Association" and must include with such request the tender of the entire additional premium corresponding to the specific time period shown above. Such written request together with the entire additional premium must be received by the "Association" no later than sixty (60) days after the end of the policy period. If the "Association" does not receive such written request together with the entire additional premium as required, the "participant" may not exercise the right to purchase an Optional Extended Reporting Period at a

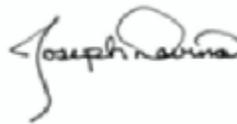
later date. If the "participant" does not pay the additional premium when it is due, the Optional Extended Reporting Period shall be void from the beginning.

- c. The Optional Extended Reporting Period shall commence upon the "termination date" and continue for the time period corresponding with the additional premium as shown above. During the Optional Extended Reporting Period, the "participant" must report to us in writing any claims first made against the insured during the Optional Extended Reporting Period by reason of a "wrongful act", "insured event", or act, error or omission, whichever is applicable. The "wrongful act", "insured event", or act, error or omission, whichever is applicable, must have been committed on or after the applicable retroactive date shown in the Schedule and before the "termination date".
- d. If the applicable Endorsement is immediately succeeded by similar claims made insurance coverage for which the retroactive date is the same or earlier than that shown in the Schedule, the succeeding insurance shall be deemed to be a renewal hereof and, in consequence, the "participant" shall have no right to the Optional Extended Reporting Period.
- e. As a condition precedent to the "participant's" right to purchase the Optional Extended Reporting Period, the "participant" must have satisfied all conditions of this policy and must have tendered all premiums.
- f. At the commencement of any Optional Extended Reporting Period, the entire additional premium shall be considered fully earned, and under no circumstances will we return any of such premium.
- g. The provision of an Optional Extended Reporting Period does not increase or reinstate the limits of insurance that apply to the policy or the applicable Endorsement.

3. Additional Definition

The following additional definition applies to this endorsement. "Termination date" means the termination date of coverage corresponding to the specific "participant" as shown in the Schedule.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO 12

**EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
ENDORSEMENT**

This endorsement modifies insurance provided by the policy: 011971558

The following exclusion is added:

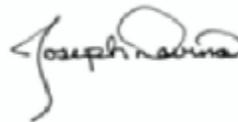
This insurance does not apply to:

“Personal and advertising injury” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s or organization’s confidential or personal information.

If the policy to which this endorsement is attached uses boldface terms for defined terms, then the quotation marks above shall be treated as if such terms were contained within boldface terms.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

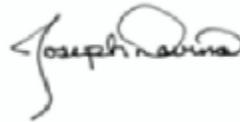
**ENDORSEMENT NO. 13
NAMED INSURED ENDORSEMENT**

- a. The Named Insured as shown on the Declarations Page is amended to include:**
1. Churches and affiliated entities and organizations participating in the United Church Insurance Association's Insurance Program as listed on the individual Memorandums of Insurance. All entities, organizations and associations which are both affiliated with and governed by a participating church are Named Insureds.
 2. The following entities are additional insureds as respects events, occurrences or claims emanating from a participating church or other participating entity:
 - a. The General Synod of the United Church of Christ
 - b. The Office of General Ministries
 - c. The Councils and Commissions of the United Church of Christ
 - d. The Conferences of the United Church of Christ
 - e. The Associations of the United Church of Christ
 - f. Other hierarchical organizations of the United Church of Christ
 3. Congregations of the Christian Church (Disciples of Christ) participating in the United Church Insurance Association's Insurance Program and affiliated entities and organizations as listed on the individual Memorandums of Insurance. All entities, organizations and areas which are both affiliated with and governed by a participating church are Named Insureds.
 4. The following entities are additional insureds as respects events, occurrences or claims emanating from a participating church or other participating entity:
 - a. The General Assembly of the Christian Church (Disciples of Christ)
 - b. The General Administrative Unites and the recognized organizations of the Christian Church (Disciples of Christ)
 - c. The commissions, committees and other bodies reporting to the General Assembly, the General Board and/or its Administrative Committee
 - d. The Regions of the Christian Church (Disciples of Christ)
 - e. The recognized Areas, within Regions, of the Christian Church (Disciples of Christ)
 5. Congregations of the Presbyterian Church (USA) participating in the United Church Insurance Association's Insurance Program and affiliated entities and organizations as listed on the individual Memorandums of Insurance. All entities, organizations and areas which are both affiliated with and governed by a participating church are Named Insureds.
 6. The Alliance of Baptists participating in the United Church Insurance Association's Insurance Program and affiliated entities and organizations as listed on the individual Memorandums of Insurance. All entities, organizations and areas which are both affiliated with and governed by a participating church are Named Insureds.
 7. Congregations of the Evangelical Lutheran Church in America participating in the United Church Insurance Association's Insurance Program and affiliated entities and organizations as listed on the individual Memorandums of Insurance. All entities, organizations and areas which are both affiliated with and governed by a participating church are Named Insureds.
 8. Congregations of the Reformed Church in America participating in the United Church Insurance Association's Insurance Program and affiliated entities and organizations as listed on the individual

Memorandums of Insurance. All entities, organizations and areas which are both affiliated with and governed by a participating church are Named Insureds.

The first Named Insured is the appointed and irrevocable agent for all Named Insureds, including, for the purpose of receipt of any notice of cancellation, notice of nonrenewal (if applicable), and the payment or return of any premium under this policy.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to read "Joseph N. Adams". The signature is written in a cursive style with a large initial "J".

Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. 14

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE, OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

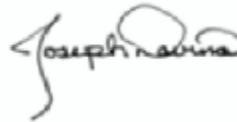
Name of Person or Organization: American Memorial Life Ins. Co. C/O Goedecke & Co.
10 High Street, 11th Floor, Boston, MA 02110

Designation of Premises: One Chestnut Street Providence, RI 02903

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Who is an insured (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 15
WAIVER OF SUBROGATION ENDORSEMENT**

Section IV – Conditions is amended by the addition of the following:

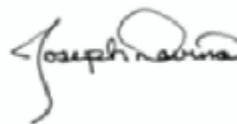
With respect to Coverages A, B and C only, we waive any right of recovery we may have against any person or organization but only at the specific request of a “participant” as on file with the “Association” either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking with such person or organization by the “participant” because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.”

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the “participant” and such person or organization and shall not be construed to be a waiver with respect to other operations of such person or organization in which the “participant” has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any “employee” or “employees” of either the “participant” or of the person or organization and the Insurer reserves its right or lien to be reimbursed from any recovery funds obtained by an injured “employee”.

The waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in a situation where in the person or organization against whom subrogation is to be waived is found to be solely negligent.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

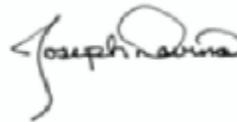
**ENDORSEMENT NO. 16
TIE-IN OF LIMITS ENDORSEMENT (ABSOLUTE)**

In consideration of the premium charged, it is hereby understood and agreed that the combined Limit of Liability of the Insurer for all Claims under this policy's Limit of Liability, as set forth in Item 3 of the Declarations page of this policy, and also under Cyber Liability Policy No. 011971557 issued to the Named Insured by Lexington Insurance Company (or any renewal or replacement of such policies or which succeeds such policies in time) shall be \$10,000,000, Policy Aggregate Limit as adjusted annually.

Accordingly, the Limit of Liability for Loss under this policy shall be reduced by Loss paid on behalf of the Insured incurred under Cyber Liability Policy No. 011971557 because the Limit of Liability under the Cyber Liability Policy No. 011971557 is now part of and not in addition to the Limit of Liability of this policy as set forth in the Declarations of this policy.

Nothing in this endorsement shall be construed to increase the Insurer's Limit of Liability set forth in the Declarations of Cyber Liability Policy No. 011971557 which shall remain the maximum liability of the Insurer for all Claims under Cyber Liability Policy No. 011971557, or the insurer's Limit of Liability under this policy as set forth in the Declarations page of this policy which shall remain the maximum liability of the Insurer for all Loss in the aggregate under this policy.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

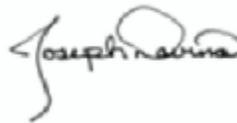
THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

**ENDORSEMENT NO. 17
MULTIPLE COVERAGES ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that any loss, claim or suit or part thereof arising out of the same event, which may be alleged as covered under any of the Coverages A – Bodily Injury and Property Damage Liability, B – Personal and Advertising Injury Liability, C – Medical Payments, Employee Benefits Liability Coverage Endorsement, Hired Auto Liability, Non-Owned Auto Liability, Owned Trailer Liability, Hired Auto Physical Damage and Owned Trailer Physical Damage Endorsement, Cemetery Professional Liability Coverage Endorsement, Nurses Professional Liability Coverage Endorsement, Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement, Sexual Misconduct Liability Coverage Endorsement, Stop Gap Employers Liability Coverage Endorsement – Ohio or Stop Gap Employers Liability Coverage Endorsement – Wyoming, North Dakota, Washington shall not be subject to coverage under such Coverage Parts if we have accepted coverage, provided a defense or coverage has been held to apply for any other loss, claims or suits or part thereof arising out of the same event under any of the other Coverages A – Bodily Injury and Property Damage Liability, B – Personal and Advertising Injury Liability, C – Medical Payments, Employee Benefits Liability Coverage Endorsement, Hired Auto Liability, Non-Owned Auto Liability, Owned Trailer Liability, Hired Auto Physical Damage and Owned Trailer Physical Damage Endorsement, Cemetery Professional Liability Coverage Endorsement, Nurses Professional Liability Coverage Endorsement, Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement, Sexual Misconduct Liability Coverage Endorsement, Stop Gap Employers Liability Coverage Endorsement – Ohio or Stop Gap Employers Liability Coverage Endorsement – Wyoming, North Dakota, Washington of this Policy.

This condition does not apply to any claim for medical expenses under Coverage C caused by bodily injury which is covered under Coverage A.

All other terms and conditions of the policy remain the same.



Authorized Representative

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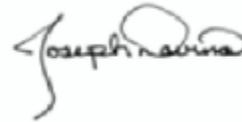
THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

**ENDORSEMENT NO. 18
EXCLUSION-- FIREWORKS AND PYROTECHNICS**

This endorsement modifies insurance provided by the policy:

This insurance does not apply to “bodily injury” or “property damage” arising out of the manufacturing, sale, distribution, exhibition, display or discharge of fireworks and other pyrotechnics by an insured, or by anyone working or volunteering on behalf of or at the direction of an insured. Fireworks and pyrotechnics include but are not limited to explosives classified as Display Fireworks (1.3G) and Consumer Fireworks (1.4G) by the U.S. Code of Federal Regulations.

All other terms and conditions of the policy remain the same.



Authorized Representative

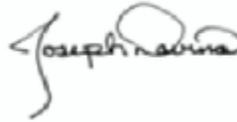
This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
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THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

**ENDORSEMENT NO. 19
ECONOMIC SANCTIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not 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 the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
 Forms a part of Policy No.: 011971558
 Issued to: United Church Insurance Association
 By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT NO. 20
 GARAGEKEEPERS COVERAGE AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

SCHEDULE

Loc. #	Coverage	Limit of Insurance	Deductible
	Comprehensive	\$100,000 each "occurrence"	\$1,000 each "occurrence"
	Collision	\$100,000 each "occurrence"	\$1,000 each "occurrence"

Aggregate Limit: \$N/A for all Comprehensive and Collision combined covered under this endorsement regardless of the number of locations.

Locations where you conduct "Garage Operations"

Location No.	Address
	See Schedule

Premium for all locations

Comprehensive	\$ XXXXXXXXXXXX Included
Collision	\$ XXXXXXXXXXXX Included

- I. Subparagraph **g.(4)** of Paragraph **2.**, Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability (Section I – Coverages) is deleted and replaced with the following:
 - (3) "Bodily injury" or "property damage" arising out of parking an "auto" on or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or any insured. However, this exception does not apply to "property damage" to a "customer's auto" or "customer's auto's" equipment for which coverage is provided under the Garagekeepers Coverage Amendatory Endorsement.
- II. The following Direct Coverage Options, Conditions of Coverage, Insuring Agreement, Coverage Extensions, and corresponding Exclusions are added to Section I – Coverages as follows:

GARAGEKEEPERS COVERAGE

1. Direct Coverage Options

The "insured" must be legally obligated to pay damages for "loss" to the "customer's auto" or a "customer's auto's" equipment unless one of the following two options is indicated below with an "X":

- a. **Excess Insurance.** If this box is checked, Garagekeepers Coverage applies on a legal liability basis. Coverage will also apply whether or not the "insured" is legally obligated to pay damages for "loss" to a "customer's auto" or a "customer's auto's" equipment and is excess over any other collectible insurance regardless of whether the other insurance covers your interest, any other "insured's" interest, or the interest of the "customer's auto's" owner.
- b. **Primary Insurance.** If this box is checked, Garagekeepers Coverage applies whether or not the "insured" is legally obligated to pay damages for "loss" to a "customer's auto" or a "customer's auto's" equipment and is primary insurance.

With respect to Garagekeepers Coverage provided by the Garagekeepers Coverage Amendatory Endorsement only, this provision supplants any Other Insurance provision of the policy to the contrary.

2. Conditions of Coverage

This endorsement provides coverage only:

- a. If a corresponding Limit of Insurance and a premium are shown for that coverage (i.e., comprehensive and/or collision) in the Schedule of the Garagekeepers Coverage Amendatory Endorsement; and

b. For the location(s) shown in the Schedule of the Garagekeepers Coverage Amendatory Endorsement.

3. Insuring Agreement

a. We will pay those sums that the "insured" becomes legally obligated to pay as damages for "loss" to a "customer's auto" or "customer's auto's" equipment left in the "insured's" care, custody, and control while the "insured" is attending, parking, or storing it in your "garage operations" to which this insurance applies under:

(1) Comprehensive Coverage (provided that, the conditions set forth in Paragraph 2. above are met).

From any cause except:

- i. The "customer's auto's" collision with another object; or
- ii. The "customer's auto's" overturn.

(2) Collision Coverage (provided that, the conditions set forth in Paragraph 2. above are met). Caused by:

- i. The "customer's auto's" collision with another object; or
- ii. The "customer's auto's" overturn.

b. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by the payment of judgments or settlements.

4. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against an "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the applicable Limit of Insurance.

5. Exclusions

a. This insurance does not apply to:

(1) **Contractual Obligations**

Liability resulting from any contract or agreement by which the "insured" assumes liability for "loss" covered herein. But this exclusion does not apply to liability for "loss" covered herein that the "insured" would have in the absence of the contract or agreement.

(2) **Theft**

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

(3) **Defective Parts**

Defective parts or materials.

(4) **Faulty Work**

Faulty work performed by you, your "employees", or any other person or entity on a "customer's auto" or a "customer's auto's" equipment, including, but not limited to, failure to provide warnings or instructions.

(5) **Consequential Damages or Loss**

Consequential damages or loss (other than loss of use) arising out of "loss" to a "customer's auto" or "customer's auto's" equipment, including, but not limited to, loss of profits, loss of wages, diminished value of the "customer's auto" or "customer's auto's" equipment, or release or leakage of "pollutants", oil, gasoline, lead, silica, asbestos or other fluids or materials.

b. We will not pay for "loss" to:

(1) any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes, but is not limited to:

- i. Radios
- ii. and stereos;
- iii. Tape decks;
- iv. Radar equipment;
- v. Compact disk systems;
- vi. Navigation systems;
- vii. DVD players;
- viii. Internet access systems;
- ix. Personal computers;
- x. Video entertainment systems;
- xi. Telephones;
- xii. Televisions;
- xiii. Two-way mobile radios;
- xiv. Scanners; or
- xv. Citizens band radios.

This exclusion does not apply to electronic equipment that is permanently installed in "customer's auto" in the ordinary location prescribed by the manufacturer of the "customer's auto".

- (2) Loss to tapes, records, disks or other media used with equipment described in subparagraph 5.b.(1) above.

III. With respect to Garagekeepers Coverage provided by this endorsement only, Section II – Who Is An Insured is deleted and replaced with the following:

The following are insured for "loss" to a "customer's auto" or "customer's auto's" equipment:

- 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. Your "employees" are also "insureds", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

IV. Paragraph 1. of Section III – Limits Of Insurance is deleted and replaced with the following:

- 1. The Limits of Insurance shown in the Declarations, the Limits of Insurance shown in the Schedule of the Garagekeepers Coverage Amendatory Endorsement, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits";
 - d. "Customer's autos" or "customer's auto's" equipment;
 - e. Premiums paid; or
 - f. Locations.

V. Paragraph 7., 8., and 9. are added to Section III – Limits Of Insurance as follows:

- 7. Regardless of the number of locations shown in the Schedule of the Garagekeepers Coverage Amendatory Endorsement, the Aggregate Limit shown in that Schedule is the most we will pay for all damages for "loss" to all "customer's autos" and/or all "customer's autos" equipment under Comprehensive and Collision coverage combined provided by the Garagekeepers Coverage.
- 8. Subject to 7. above, the Comprehensive Limit (if applicable) shown in the Schedule of the Garagekeepers Coverage Amendatory Endorsement is the most we will pay for all damages for "loss" to all "customer's

autos" and/or all "customer's autos" equipment arising out of any one "occurrence" under Comprehensive coverage.

9. Subject to 7. above, the Collision Limit (if applicable) shown in the Schedule of the Garagekeepers Coverage Amendatory Endorsement is the most we will pay for all damages for "loss" to all "customer's autos" and/or all "customer's autos" equipment arising out of any one "occurrence" under Collision coverage.

VI. Paragraph **23.**, **24.**, and **25.** are added to Section **V** – Definitions as follows:

23. "Customer's auto" means a customer's land motor vehicle or trailer, but does not include a semitrailer. This definition also includes any "customer's auto" while left with you for storage or safekeeping. Customers include your "employees", and members of their households who pay for services performed.

24. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

25. "Garage operations" means the ownership, maintenance or use of locations shown in the Schedule of the Garagekeepers Coverage Amendatory Endorsement for the purpose of a business of attending, parking, or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations.

VII. Sections **VI**, **VII** and **VIII** are added to the policy as follows:

SECTION VI – DEDUCTIBLE

With respect to Garagekeepers Coverage provided by the Garagekeepers Coverage Amendatory Endorsement only:

1. The Deductible shown in the Schedule of the Garagekeepers Coverage Amendatory Endorsement applies to Comprehensive or Collision coverage on an each and every "occurrence" basis.
2. We may advance payment of part or all of the Deductible amount and upon notification of such payment made, you must promptly reimburse us for the Deductible amounts advanced by us.

SECTION VI – VALUATION

With respect to Garagekeepers Coverage provided by the Garagekeepers Coverage Amendatory Endorsement only:

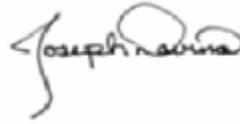
1. The most we will pay for damages for "loss" to any one "customer's auto" or the "customer's auto's" equipment is the lesser of:
 - a. The actual cash value of the damaged or stolen property at the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss" of the "customer's auto". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

SECTION VII – APPRAISAL

With respect to Garagekeepers Coverage provided by the Garagekeepers Coverage Amendatory Endorsement only:

1. If we and you do not agree on the amount of "loss", either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the expenses of the appraisal and umpire equally.
2. We do not waive any of our rights under this policy by agreeing to an appraisal.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to read "Josephina". The signature is written in a cursive style with a large initial "J" and a looped "i".

Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT NO. 21

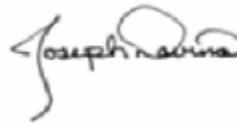
DELETION OF SPECIFIED OFAC LANGUAGE ENDORSEMENT

This endorsement modifies insurance provided by the policy: 011971558

If the language shown in Paragraph 1. or Paragraph 2. below appears in the policy, it is hereby deleted in its entirety:

1. Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC");
or
2. If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.

All other terms and conditions of the policy remain the same.



Authorized Representative

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By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT NO. 22
INDIANA AMENDATORY ENDORSEMENT
(Definition of Pollutants)

When a claim or **Suit** is brought against an **Insured** in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of **Pollutants** in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

Pollutants means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methyltertbutylether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobutyl ketone, methyl ethal ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

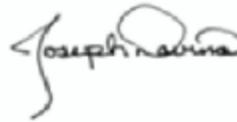
- i. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
- ii. Agency for Toxic Substances And Disease Registry ToxFAQs™;
- iii. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;
- iv. U.S. Environmental Protection Agency EMCI Chemical References Complete Index;
- v. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;
- vi. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table – 2012; and
- vii. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009)

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditioned or reclaimed.

This definition of **Pollutants** applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, **Suit, Insured** and **Pollutants** shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotation marks or bolded.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "Josephina". The signature is written in a cursive style with a large initial "J" and a looped "i".

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. 23
ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>As on file with the United Church Insurance Association</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT 24
ACTIVE ASSAILANT(S) EVENT**

Issued to: United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance as on file with the United Church Insurance Association and as per Endorsement No. 13.

A. EXTENSION

THIS POLICY IS EXTENDED, SUBJECT TO ALL POLICY TERMS AND CONDITIONS (INCLUDING DEFINITIONS AND EXCLUSIONS) AND THE SUB-LIMIT FOR THIS EXTENSION, TO COVER COSTS AND EXPENSES, AS DESCRIBED IN THIS COVERAGE SECTION, DUE TO AN:

Active Assailant(s) Event

For the purpose of this extension, an **Active Assailant(s) Event** means:

- (a) a premeditated malicious physical attack during the Period of Insurance, either at the insured location or at the location of and during an activity organized and/or paid for by the Insured, by an assailant(s) who is armed with a weapon; and
- (b) any actions of the relevant authority taken in suppressing, controlling or minimizing the consequences of such an attack;

which cause direct physical loss or physical damage and/or bodily injury or death, and which affects three (3) or more persons physically present during the attack.

An **Active Assailant(s) Event** does not include:

- 1. any sexual misconduct, including without limitation, any physical acts, gestures, spoken or written words of a sexual nature, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, or sexual exploitation;
- 2. strikes, labor unrest, riots or civil commotion; or
- 3. war and/or civil war.

B. ADDITIONAL COVERAGES APPLICABLE ONLY TO AN ACTIVE ASSAILANT(S) EVENT

In respect of an **Active Assailant(s) Event** only, and subject to the sub-limit of liability for this extension,

- 1. coverage is extended to include the following reasonable and necessary extra costs and expenses resulting directly from an **Active Assailant(s) Event**:

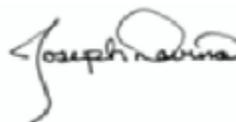
- a. Public relations consultancy costs for work provided by an Insurer-approved public relations consultant, applicable only to such costs incurred within ninety (90) days of the **Active Assailant(s) Event**.
- b. Relocation expenses for the Insured and “employees” and contractors of the Insured for the purpose of relocation within the country where the **Active Assailant(s) Event** first occurred, applicable only to such costs incurred within ninety (90) days of the **Active Assailant(s) Event**.
- c. Counselling and/or psychiatric care costs for any “employee” visitor, customer, contractor, student and/or patient of the Insured physically present during the **Active Assailant(s) Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within twenty four (24) months of the **Active Assailant(s) Event**.
- d. Medical expenses (other than counselling and/or psychiatric care costs) for any “employee”, visitor, customer, contractor, student, and/or patient of the Insured physically present during the **Active Assailant(s) Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within thirty (30) days of the **Active Assailant(s) Event**.
- e. Job retraining costs for “employees” physically present during and injured as a result of an **Active Assailant(s) Event**, applicable only to such costs incurred within ninety (90) days of the **Active Assailant(s) Event**.
- f. Any other reasonable costs incurred with “our” prior written consent.

C. OTHER INSURANCE

1. This coverage is excess over all other valid and collectable insurance **under SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS**; and or Workers Compensation and similar laws.

SUBLIMIT FOR THIS EXTENSION: \$100,000 per occurrence and annual aggregate per participant

For purpose of this extension only, Exclusion A.2.d., Workers Compensation and similar laws; and Exclusion A.2.e. Employers Liability of **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** are deleted. All other terms and conditions of the policy remain the same.



Authorized Representative

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Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT 25
PESTICIDE OR HERBICIDE APPLICATOR - LIMITED POLLUTION COVERAGE**

Issued to: United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance as on file with the United Church Insurance Association and as per Endorsement No. 13.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

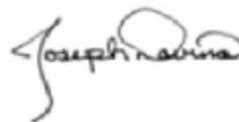
SCHEDULE

Description Of Operations: Operations of the Participant

Subparagraph **f.(1)(d)(iv)** is added to Paragraph **2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** as follows:

- (iv) "Bodily injury" or "property damage" arising out of any application of pesticides or herbicides if such operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT 26

TRANSFER OF RIGHTS AND DUTIES AMENDATORY ENDORSEMENT

Issued to: United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance as on file with the United Church Insurance Association and as per Endorsement No. 13.

This endorsement modifies insurance provided under the following:

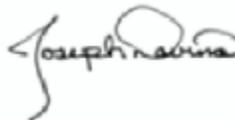
COMMERCIAL GENERAL LIABILITY POLICY

Paragraph (13) **Transfer of your Rights and Duties Under This Policy** of SECTION IV – CONDITIONS is deleted in its entirety and replaced with the following:

(13) Transfer of your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent. However, we consent to the transfer of rights and duties under this policy in the event a “participant” in the “Program” is closed or dissolves, and merges with another “participant” in the “Program” during the policy period. This applies regardless of whether the surviving entity maintains the same name, or undergoes a name change as a result of the merger. In this event, Retroactive Dates under the Claims Made Coverage Endorsements shall remain the same for the respective entities for the remainder of the policy period.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT 27

TRANSFER OF RIGHTS AND DUTIES AND ADDITIONAL NAMED INSURED ENDORSEMENT

Issued to: United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance as on file with the United Church Insurance Association and as per Endorsement No. 13.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

I. The following applies with respect to Condition (13) Transfer of your Rights and Duties Under This Policy of SECTION IV – CONDITIONS:

Effective June 26, 2017, we hereby consent to the transfer of rights and duties from the “Participant” Presbyterian Church of Stanley (PCOS), IB Participant No. 0000010539, to the “Participant” Village Presbyterian Church (Village), IB Participant No. 0000000963, with Village being the surviving corporation.

II. Effective June 26, 2017, The Memorandum of Insurance issued to the “Participant” Village is amended as follows:

A. PCOS is included as an additional Named Insured.

B. The following Retroactive Dates apply to PCOS for the respective Claims Made Coverage Endorsements:

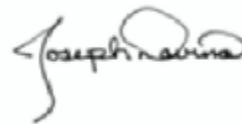
Employee Benefits Liability Coverage Endorsements 1/1/1993

Religious Institution Pastoral and Counseling Professional Liability Coverage Endorsement: 1/1/1993

Sexual Misconduct Liability Coverage Endorsement 6/1/2003

III. The Expiration Date for the Memorandum of Insurance issued to the “Participant” PCOS is deleted and replaced with June 26, 2017.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT 28
ADDITIONAL INSURED- FACILITY MANAGER

Issued to: United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance as on file with the United Church Insurance Association and as per Endorsement No. 13.

Name of Person or Organization:

United Camps, Conferences and Retreats; including its directors, officers and employees

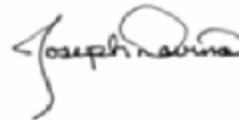
Designation of Premises:

Any premises where you are contractually obligated to provide liability insurance for management of your facilities, camps, schools or property by the Person or Organization named in the schedule above.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability arising out of their duties as a manager of your facilities, camps, schools or property.

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective January 1, 2022, 12:01 a.m.,
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT 29
LEGAL DEFENSE EXPENSE REIMBURSEMENT COVERAGE**

Issued to: United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance as on file with the United Church Insurance Association and as per Endorsement No. 13.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM
SCHEDULE**

Aggregate Limit of Insurance:	\$ 10,000
Each "Legal Event" Limit of Insurance:	\$ 10,000
Self-Insured Retention:	\$ 1,000 Each and Every "Legal Event"

Retroactive Date: 1/1/2017 or the participant's most recent inception date in the program, whichever is later.

This Policy is extended to provide Legal Defense Expense Reimbursement Coverage, subject to the terms and conditions stated herein and the terms, conditions, and exclusions of the Policy:

Upon receipt of a satisfactory proof of payment by you, subject to the Limits of Insurance shown in the above Schedule, we will reimburse you for legal defense expenses actually paid by you which arise out of a "Legal Event" which occurs on or after the Retroactive Date shown in the above Schedule, but prior to the end of the policy period. Notwithstanding the end of the policy period, all legal expenses that are incurred with the commencement of the "Legal Event" shall be paid under this endorsement.

We will not reimburse you for fines, penalties, assessments of costs, settlements, verdicts or other financial awards arising out of any such "Legal Event", nor do we have any duty to defend any Insured under this endorsement.

Coverage applies provided the expenses are incurred and reported to us within one year of the date of the "Legal Event."

In addition to all other definitions of the Policy which apply to this endorsement, the following additional definitions apply and supersede any definitions in the Policy to the contrary:

1. "Legal Event" means:
 - a. A Civil proceeding filed against "you"

- b. Written notification of an administrative hearing(s), licensing hearing(s), or regulatory agency hearing(s) against an insured(s), or
- c. Arbitration proceedings in relation to any "Offense" for which coverage is provided in this endorsement.

2. "Offense" means a single or series of interrelated continuing actual or alleged acts, errors, omissions or failure of "you" while performing duties related to the conduct of your business.

LIMITS of INSURANCE

Coverage provided by this endorsement for legal expenses is in addition to the Limits of Insurance of the Policy, but is subject to the Limits of Insurance described herein.

1. The Aggregate Limits of Insurance shown in the above Schedule is the most that we will reimburse you for all legal expenses for all "Legal Events" which occur on or after the Retroactive Date shown in the above Schedule, but prior to the end of the policy period.

2. Subject to the Aggregate limit of Insurance stated in Paragraph 1. above and regardless of the number of:

- a. Insureds,
- b. Civil proceedings, administrative hearings, licensing hearing, or regulatory agency hearings arising out of an "Offense" or related or interrelated "Offenses",

The Each Legal Event Limit of Insurance shown in the above Schedule is the most we will reimburse you for all legal expenses arising out of a single "Legal Event."

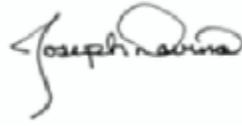
3. All civil proceedings, administrative hearings, licensing hearings, or regulatory agency hearings arising out of an "Offense" or related or interrelated "Offenses" will be deemed to be a single "Legal Event" and will commence to occur when the first of such "Legal Events" commences to occur.

4. This insurance does not apply if any Other Insurance provides legal defense cost coverage for the "Legal Event".

SELF-INSURED RETENTION

The Self-Insured Retention shown in the above Schedule shall apply to each and every "Legal Event" and shall only be reduced by your payment of covered legal expenses. We shall reimburse you for covered legal expenses in excess of the Self-insured Retention up to the applicable limit of insurance.

All other terms, conditions and exclusions of the policy remain unchanged.

A handwritten signature in black ink, appearing to read "Josephina". The signature is written in a cursive style with a large initial "J" and a looped "P".

Authorized Representative

This endorsement, effective January 1, 2022, 12:01 A.M.
Forms a part of Policy No.: 11971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT NO. 30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MEDICAL PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

NOTICE: DEFENSE COSTS ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. THE "EACH MEDICAL INCIDENT LIMIT" PROVIDED HEREIN IS INCLUDED WITHIN AND REDUCES THE "GENERAL AGGREGATE LIMIT PER PARTICIPANT" AND THE "OVERALL PROGRAM AGGREGATE LIMIT".

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM

SCHEDULE

Each Medical Incident Limit: **\$1,000,000**

The following Medical Professional Liability Coverage is added to **SECTION I – COVERAGES** as follows:

Medical Professional Liability Coverage

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages and/or "defense costs" because of "bodily injury" or "property damage" arising out of a "medical incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of a "medical incident" to which this insurance does not apply. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages and/or "defense costs" is limited as described in SECTION III - LIMITS OF INSURANCE; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements, and/or "defense costs" under Coverages A, B, this Medical Professional Liability Coverage or any other coverage added by endorsement to this policy, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under DEFENSE COSTS SECTION.

- b. This insurance applies to a "medical incident" only if:
 - (1) The "medical incident" takes place in the "coverage territory"; and
 - (2) The "medical incident" occurs during the policy period.

(3) Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, loss of consortium or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Coverage A

"Bodily injury" or "property damage" for which coverage is provided under Coverage A.

b. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

c. Coverage Provided Under Another Endorsement

Any loss, cost, damage, injury, expense, claim, or "suit" for which coverage is provided through another endorsement attached to and made part of this policy.

d. Sexual Abuse or Molestation

Any actual or alleged conduct of a sexual nature, including, but not limited to, sexual abuse or molestation.

e. Dishonest, Fraudulent or Criminal Acts or Omissions

Any dishonest, fraudulent or criminal act or omission.

f. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

g. Workers Compensation and Similar Laws

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

h. Employer's Liability

(1) "Bodily injury" to an "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) Any claim or "suit" brought by the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

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

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

i. Motor Vehicle, Trailer, Watercraft, or Aircraft

"Bodily injury" or "property damage" arising out of the ownership maintenance operation, use, loading or unloading, or entrustment of any motor vehicle, trailer, watercraft or aircraft.

However, this exclusion does not apply to "bodily injury" arising out of entering into, occupying, or alighting from any motor vehicle or trailer owned or operated by or rented to or loaned to the

insured which is designated to be used for specific medical examination or treatment purposes, including, but not limited to, bloodmobiles, mobile mammography, or X-ray units, while any such motor vehicle or trailer is stationary and being utilized for such specific medical examination or treatment purpose.

j. Psychiatrist / Psychologist

“Bodily injury” or “property damage” caused by or involving psychiatric care by a medical practitioner who is a licensed psychiatrist or psychologist or who is or was in the business or occupation of providing psychiatric care to others, regardless of whether such practitioner is now retired or unemployed.

k. Prescriptions

“Bodily injury” or “property damage” arising out of the writing or authorizing of any prescriptions for diagnostic tests, invasive tests or prescription drugs.

However, this exclusion does not apply to the provision of over-the-counter medication or the administration of medication that had been previously prescribed by an individual’s personal physician who is not affiliated with You.

l. Physicians, Interns, or Dentists

“Bodily injury” or “property damage” caused by or arising out of any “medical incident” by any physician, intern, or dentist.

However, this exclusion does not apply to any “bodily injury” or “property damage” caused by or arising out of any “medical incident” involving any active or retired volunteer physician, intern, or dentist while acting within the scope of their agreement with you and if that volunteer physician, intern or dentist is designated on file with the United Church Insurance Association.

m. Willful Violation

“Bodily injury” or “property damage” caused by or arising out of the willful violation by an insured under this coverage section of any statute, ordinance or regulation related to the conduct of the medical profession, including the unauthorized practice of medicine.

n. Criminal Act / Under the Influence

“Bodily injury” or “property damage” caused by or arising out of any criminal act or caused by an insured under this coverage endorsement while under the influence of intoxicants or controlled substances.

SECTION II. WHO IS AN INSURED

With respect to coverage provided by this “Medical Professional Liability Coverage Endorsement” only, **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

SECTION II – WHO IS AN INSURED

1. You;
2. Any active or retired volunteer physician, intern, or dentist while acting within the scope of their agreement with you and listed on the attached Schedule

SECTION III – LIMITS OF INSURANCE

With respect to coverage provided by this “Medical Professional Liability Coverage Endorsement” only, Paragraph 1. of **SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

1. The Limits of Insurance shown in the Schedule of the "Medical Professional Liability Coverage Endorsement" and the Declarations as well as the rules below establish the most we will pay regardless of the number of:
 - a. Insureds
 - b. Claims made or "suits" brought,
 - c. Persons or organizations making claims or bringing "suits", or
 - d. "Medical Incidents".

Paragraph 9. is added to **SECTION III – LIMITS OF INSURANCE** as follows:

10. Subject to Paragraph 2. or 3. above, whichever amount remaining is less, the Each Medical Incident Limit is the most we will pay because of all damages and "defense costs" arising out of any single "medical incident".

All related "medical incidents" or series of interrelated "medical incidents" will be deemed to be a single "medical incident" and shall be deemed to have occurred when the first of such "medical incidents" occurred.

DEFINITIONS

With respect to coverage provided by this "Medical Professional Liability Coverage Endorsement" only, Paragraphs 4. and 23. of **SECTION V – DEFINITIONS** are deleted in their entirety and replaced with the following:

4. "Bodily injury" means bodily injury, sickness, disease, or death sustained by a person, including mental anguish, mental injury, mental illness, humiliation, shock, or emotional distress.
23. "Suit" means a civil proceeding in which damages because of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
 - c. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - d. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

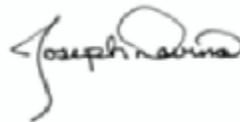
The following definition is added to **SECTION V – DEFINITIONS** of the policy:

"Medical Incident" means any act, error, or omission:

- a. In furnishing medical, dental, nursing or other professional health care services to any person;
- b. In furnishing of food, beverages, medications, or appliances in connection with such services described in 1. above;
- c. In furnishing or dispensing of drugs and medical surgical or dental supplies and appliances in connection with such services described in 1. above;
- d. Arising out of the handling of or performing of post-mortem examinations on human bodies;
- e. Arising out of the rendering or failing to render Good Samaritan healthcare services.

A "medical incident" shall be deemed to be an "occurrence".

All other terms and conditions of the policy remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. 31
ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City of Los Alamitos, its officers, employees, agents and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. 32
ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City of Seattle, its officers, employees, agents and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

ENDORSEMENT #33

This endorsement, effective January 1, 2022, 12:01 A.M.
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

FUNGUS/MOLD EXCLUSION WITH EXCEPTION FOR PRODUCT INTENDED FOR HUMAN CONSUMPTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
RETAINED AMOUNT LIABILITY POLICY**

(1) Subparagraph q. of Paragraph 2., Exclusions of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** of the **COMMERCIAL GENERAL LIABILITY POLICY**;
(2) Paragraph R. of **SECTION III – EXCLUSIONS** of the **COMMERCIAL UMBRELLA LIABILITY POLICY**;
or (3) Paragraph P. of **SECTION III – EXCLUSIONS** of the **RETAINED AMOUNT LIABILITY POLICY**;
whichever policy is applicable, is deleted in its entirety and replaced with the following:

Fungus/Mold

Bodily injury or property damage or any other loss, cost or expense, including, but not limited to losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

1. Any **fungus(i), molds(s)**, mildew or yeast; or
2. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i), mold(s)**, mildew or yeast; or
3. Any substance, vapor, gas, or other emission or organic or inorganic body substance produced by or arising out of any **fungus(i), mold(s)**, mildew or yeast; or
4. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i), mold(s)**, mildew, yeast or **spore(s)** or toxins emanating therefrom;

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **bodily injury or property damage**, loss, cost or expense.

This exclusion does not apply to any **fungi** on or contained in a product intended for human consumption.

For the purpose of this exclusion, the following definitions are added to the policy:

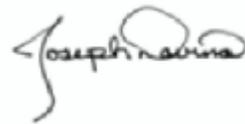
Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i), mold(s)**, mildew, plants, organisms or microorganisms.

If the policy to which this endorsement is attached uses quotation marks for defined terms, then the boldfaced terms above shall be treated as if such terms were contained within quotation marks.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to read "Josephina", written in a cursive style.

Authorized Representative

ENDORSEMENT #34

This endorsement, effective January 1, 2022, 12:01 A.M.
Forms a part of Policy No.: 011971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

COMMUNITY OR PUBLIC REFRIGERATORS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY – OCCURRENCE FORM

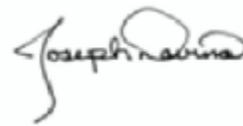
The following exclusion is added to paragraph 2. Exclusions of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2. Exclusions of **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of **SECTION I- COVERAGES:**

This insurance does not apply to:

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the installation, ownership, sponsorship, maintenance, use, or contents of a community or public refrigerator also known as a freedge.

However, this exclusion does not apply if “community refrigerator” is listed on your Memorandum of Insurance as a covered activity.

All other terms and conditions of the policy remain the same.



Authorized Representative