



YOUTH-1

OP ID: SL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                         |                     |                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Blackmore-Rowe Insurance<br>P. O. Box 320407<br>G-6235 Corunna Road, Suite H<br>Flint, MI 48532<br>Brandon Youngston | <b>810-720-8244</b> | <b>CONTACT NAME:</b> Brandon Youngston<br><b>PHONE (A/C, No, Ext):</b> 810-720-8244<br><b>FAX (A/C, No):</b> 810-720-8238<br><b>E-MAIL ADDRESS:</b>                                      |
| <b>INSURED</b><br>Youth Arts: Unlocked<br>336 W. 1st St, Ste 108<br>Flint, MI 48502                                                     |                     | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: USLI Company-AM Best A++<br>INSURER B: Travelers Indemnity Company<br>INSURER C: AM Best: A<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | NPP1584902F     | 10/10/2025              | 10/10/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                          |           |          |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                             |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                       |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                     |           | N/A      | 6KUB1K654309-24 | 10/10/2025              | 10/10/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                       |
| A        | <b>Professional/E&amp;O</b>                                                                                                                                                                                                                                                                                    | X         |          | NPP1584902F     | 10/10/2025              | 10/10/2026              | Prof/E&O \$1m/\$2m                                                                                                                                                                                                                       |
| A        | <b>Abuse &amp; Molestatio</b>                                                                                                                                                                                                                                                                                  |           |          | NPP1584902F     | 10/10/2025              | 10/10/2026              | Abuse & M \$100k/\$200k                                                                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: Juvenile Probation Art Program effective 10/10/25-26

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                          |                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENESE6</b><br><br>Genesee County<br>1101 Beach St<br>Flint, MI 48502 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br>Brandon Youngston <i>James N. Youngston</i> |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – Who Is An Insured** is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.  
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”;

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written agreement is in effect.

## EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or  
When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);  
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the “products-completed operations hazard”.

## CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

# SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Insured shown in the Policy Declarations, and any other person or organization qualifying as a Named Insured under this form. The words "we", "us" and "our" refer to the company providing this insurance.

The word insured means the Named Insured shown in the Policy Declarations to which this coverage form is attached and 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 – COVERAGE

### SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" to which this insurance applies. We 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" to which this insurance does not apply. We may at our discretion, investigate any "professional incident" and settle any claim or "suit" with the insured's consent as the company deems expedient, 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 ends when we have used up our applicable limit of insurance in the payment of judgments or settlements,

- b. This insurance applies to "damages" only if:

(1) The "damages" result from a "professional incident" that takes place in the "coverage territory"; and

(2) The "professional incident" occurs during the policy period.

- c. If you refuse to consent to any settlement recommended by the company, you are solely responsible for defending or settling such claim or "suit" and for paying any verdict or judgment entered against you independently of the company. Subject to the limit of liability shown on the Declarations, the maximum liability of the company for such claim or "suit" is the amount which the company would have paid had you consented to settlement plus defense costs

covered by the policy incurred up to the date of your refusal to settle.

#### 2. Exclusions

This insurance does not apply to "damages":

- a. Expected or intended from the standpoint of any insured.
- b. For any actual or alleged breach of 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.
- c. Arising out of the operation of any hospital, sanatorium, medical clinic, laboratory or any medical diagnostic or treatment facility of any kind.
- d. 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".
- e. Arising out of the prescription, utilization, furnishing, distributing or dispensing of drugs or medical, dental or nursing supplies, devices or appliances, except when such is done in strict compliance with direction from a licensed physician and in accordance with the usual and customary practices of a social service organization.
- f. Arising out of or resulting, directly or indirectly from a "professional incident" involving an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, chiropractist, chiropractor, optometrist or veterinarian or any person responsible for the supervision of any of the above.

However, with respect to you, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- (1) Such professional is not your "employee" or volunteer;
- (2) Such professional possesses a valid, unrestricted license, as required, to provide such professional services;
- (3) Such professional maintains a policy of professional liability insurance with minimum limits of \$1,000,000 per claim/occurrence and \$1,000,000 in the aggregate; and
- (4) You have a written contract with such

professional outlining the professional services to be performed.

- g.** Arising out of membership or participation in an accreditation or certification organization or similar professional oversight board or committee or any hospital, medical or professional society.
- h.** Arising out of injury to any insured, or any consequential "damages" or injury to the spouse, child, parent, brother or sister of that insured.

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.

- i.** Arising out of any obligation of any insured under workers compensation, disability benefits or unemployment compensation law or any similar law.
- j.** Arising out of any claim made by:
  - (1)** A person because of any:
    - (a)** Refusal to employ that person;
    - (b)** Termination of that person's employment; or
    - (c)** Employment-related practices, policies, acts or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  - (2)** The spouse, child, parent, brother or sister of that person as a consequence of any "damages" or injury arising from any of the employment-related practices described in paragraphs **(a)**, **(b)** or **(c)** 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".

- k.** Arising from "advertising injury" or "personal injury". However, this exclusion does not apply to "personal injury" when the offense is directly resulting from a "professional incident" and the "personal injury" does not arise out of:
  - (1)** Oral or written publication of material, if done by or at the direction of any insured with knowledge of its falsity;
  - (2)** Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
  - (3)** The willful violation of a penal statute or

ordinance committed by or with the consent of any insured.

- l.** Arising out of damage to property:
  - (1)** Owned, occupied or used by any insured;
  - (2)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any insured;
  - (3)** Which is or was in the possession of any insured or any person acting on behalf of any insured; or
  - (4)** That is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations.
- m.** Arising out of any "nuclear hazard".
- n.** Arising out of actual or alleged discrimination.
- o.** Arising out of unfair competition or violation of any antitrust laws.
- p.** Arising out of the inability or failure of any insured or others to collect or pay money.
- q.** Arising out of any insured gaining any personal profit or advantage to which they are not legally entitled.
- r.** Arising out of liability under the Employment Retirement Income Security Act of 1974 and any amendments to that law, or any similar federal or state law.
- s.** Arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any insured who did not:
  - (1)** Personally participate in committing any such act or omission; or
  - (2)** Remain passive after having personal knowledge of any such act or omission.
- t.** Arising out of any claim made or "suit" brought against any insured by another insured.
- u.** Arising out of acts, errors or omissions of a managerial or administrative nature that are not directly related to the rendering of your professional services.
- v.** Sustained by any person arising out of or resulting from directly or indirectly any alleged, threatened or actual "abuse or molestation".

This exclusion applies to all "damages" sustained by any person, including emotional distress, arising out of directly or indirectly any "abuse or molestation" whether alleged, threatened or actual including but not limited to "abuse or molestation" arising out of your negligence or other wrongdoing with respect to:

  - (1)** Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or



- (2) Investigation or reporting any abuse or molestation to the proper authorities, or failure to investigate or report or the failure to protect any person while that person was in the insured's care, custody or control.

#### **SUPPLEMENTARY PAYMENTS**

Except as otherwise provided in **SECTION I –**

**COVERAGE, 1. Insuring Agreement**, subparagraph, **c.**, we will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur including defense costs.
2. 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.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.
4. All cost taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. As a reimbursement, reasonable legal services charged by a lawyer we agree to and other expenses you may incur in the investigation and defense of "disciplinary proceeding(s)" brought against you arising out of a "professional incident" that is otherwise covered by this policy. This coverage is limited to \$100,000 per "professional incident".

These payments will not reduce the limits of insurance.

#### **SECTION II – WHO IS AN INSURED**

1. You are an insured. Your "executive officers", and directors are insureds, but only with respect to their duties as your officers or directors.
2. Each of the following is also an insured:
  - a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
  - b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
  - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

- (1) "Damages" arising out of injury to you or to another "employee", volunteer, or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
  - (2) To the spouse, child, parent, brother or sister of that "employee", volunteer, or student in training as a consequence of paragraph (1) above;
  - (3) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in paragraphs (1) or (2) above;
  - (4) "Damages" arising out of furnishing or failing to furnish professional health care services as a physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, chiropodist, chiropractor, optometrist, veterinarian or as a person responsible for the supervision of any of the above named professionals;
  - (5) "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals; or
  - (6) Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.
- d. Any organization you newly acquire or form, other than a partnership, limited liability company or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the ninetieth (90<sup>th</sup>) day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (2) Coverage under this Policy does not apply to a "professional incident" that occurred before you acquired or formed the organization.

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

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
- 3. Subject to 2. above, the Each Professional Incident Limit is the most we will pay for the sum of all "damages" arising out of the same "professional incident" to which this insurance applies.

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

### 2. Your Authority And Duties.

The first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to cancellation, notice of any "professional incident" claim or "suit", payment or return of any premium. Each insured, by accepting this insurance, agrees to:

- a. Have the first Named Insured act for them in such matters; and
- b. Promptly notify the first Named Insured, in writing, of any "professional incident" which may result in a claim, or any claim or "suit" brought against them.

### 3. Duties In The Event Of Professional Incident, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible, notice should include:
  - (1) All available information about the circumstances concerning the "professional incident" including:
    - (a) How, when and where it took place; and
    - (b) The names and address of any witnesses and persons seeking "damages"; and
  - (2) What claim you think may result.

However, even when you notify us of a "professional incident", this does not relieve you of your obligation to also notify us of any resulting claim or "suit".

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";
- (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; and
- (5) In no way jeopardize our rights after a "professional incident".

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

### 4. Legal Action Against Us.

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

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from any insured; or
- b. To sue us on this Coverage Form 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 Coverage Form 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.

### 5. Other Insurance

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

#### a. Primary Insurance

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

## **b. Excess Insurance**

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

- (1) If your "employee" or volunteer has other insurance covering his or her professional liability.
- (2) You have purchased insurance from a company other than us or a company affiliated with us, specifically to cover the loss.

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

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

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

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

## **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 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.

## **6. Premium Audit.**

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. Premium shown in this Coverage Form as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is

greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## **7. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations and application(s) 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.

## **8. Separation Of Insureds.**

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

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

## **9. Transfer Of Rights Of Recovery Against Others To Us.**

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

## **10. Governmental Immunity.**

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any Governmental Immunity to which you are entitled.

## **11. When We Do Not Renew.**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than sixty (60) days before the expiration date.

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

## **SECTION V – DEFINITIONS**

1. "Abuse or molestation" means sexual or physical injury or abuse of any person, including assault or battery and/or improper touching.
2. "Advertising injury" means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products or services:
  - a. Oral or written publication of material that



slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- b.** Oral or written publication of material that violates a person's right of privacy;
  - c.** Misappropriation of advertising ideas or style of doing business; or
  - d.** Infringement of copyright, title or slogan.
- 3.** "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
- 4.** "Coverage territory" means:
  - a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b.** All parts of the world if:
    - (1)** The injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and
    - (2)** The insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.
- 5.** "Damages" means money sought or awarded as compensation for an injury caused by an insured resulting from a "professional incident" but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.
- 6.** "Disciplinary proceeding" means any proceeding brought against you by a state regulatory or disciplinary official or agency to investigate charges alleging professional misconduct.
- 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.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 10.** "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".

- 11.** Nuclear hazard" means the existence of any nuclear reactor or device, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material.
- 12.** "Personal injury" means injury, other than bodily injury, arising out of one or more of the following offenses:
  - a.** False arrest, detention or imprisonment;
  - b.** Malicious prosecution;
  - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - d.** Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e.** Oral or written publication of material that violates a person's right of privacy.
- 13.** "Professional incident" means any actual or alleged negligent:
  - a.** Act;
  - b.** Error; or
  - c.** Omissionin the actual rendering of professional services to others, including counseling services, in your capacity as a social service organization. Professional services includes the furnishing of food, beverages, medications or appliances in connection therewith, except as otherwise provided in this Coverage Form.

Any or all "professional incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional incident" taking place at the time of the earliest "professional incident".
- 14.** "Suit" means a civil proceeding in which "damages" are sought and to which this insurance applies. "Suit" also includes:
  - a.** An arbitration proceeding in which such "damages" are sought and to which you must submit or do submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such "damages" are sought and to which you submit with our consent.
- 15.** "Temporary worker" means a person who is furnished to you to substitute for a permanent