

**EFFECTIVE DATE: 06/30/2019**

<b>Policy Number:</b> CBP 9633657	<b>Prior Policy:</b> 9633657
<b>Billing Type:</b> AGENCY BILL	
<b>Coverage Is Provided In</b> THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
<b>Named Insured and Mailing Address:</b> INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT 6855 DRAKE ROAD CINCINNATI OH 45243  REFER TO NAMED INSURED SCHEDULE	<b>Agent:</b> CIC/LICKDYKE INSURANCE AGENCY 1060 NIMITZVIEW DR STE 120 CINCINNATI OH 45230-4351  <b>Agent Code:</b> 0021251 <b>Agent Phone:</b> (513)-684-7900

**COMMON POLICY DECLARATIONS**

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

**POLICY PERIOD:** From : 06/30/2019 To: 06/30/2020 at 12:01 AM Standard Time at your mailing address shown above.

**FORM OF BUSINESS:** SCHOOL

**BUSINESS DESCRIPTION:** SCHOOL

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property Coverage Part	\$ 47,489.00
Equipment Breakdown Coverage Part	INCLUDED
Commercial Crime Coverage Part	\$ 1,121.00
Commercial Inland Marine Coverage Part	\$ 3,436.00
Commercial General Liability Coverage Part	INCLUDED
Employee Benefits Liability Coverage Part	INCLUDED
Employers Stop Gap Liability Coverage Part	INCLUDED
School Leaders Errors and Omissions Liability Coverage Part	INCLUDED
Sexual Misconduct and Molestation Liability Coverage Part	INCLUDED
Total Premium for all Liability Coverage Parts	\$ 32,630.00
Terrorism Risk Insurance Act	REJECTED *
*If rejected and Commercial Property, Inland Marine and/or coverage for Farm property is provided by this policy, in certain states mandatory fire coverage is provided at no additional premium.	
<b>Total Policy Premium</b>	<b>\$ 84,676.00</b>

**COMMON POLICY DECLARATIONS (continued)**

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**FORMS AND ENDORSEMENTS**

**Forms and Endorsements made a part of this policy at time of issue:**

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

<b>Form Number</b>	<b>Description</b>
IL0003	- 0907 CALCULATION OF PREMIUM
IL0017	- 1198 COMMON POLICY CONDITIONS
IL0244	- 0907 OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL0415	- 0498 PROTECTIVE SAFEGUARDS
IL0953	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
17-366	- 1202 WAR LIABILITY EXCLUSION
17-511	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG2173	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL0021	- 0702 NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)
17-105-A	- 1095 ENDORSEMENT
17-105-B	- 1095 ENDORSEMENT
17-58	- 0694 NAMED INSURED SCHEDULE

Countersigned: By \_\_\_\_\_  
Authorized Representative Date

**THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.**

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**Date Issued: 07/12/2019**

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

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

## PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART

**A.** The following is added to the:

Commercial Property Conditions

General Conditions in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions

General Conditions in the Mobile Agricultural Machinery and Equipment Coverage Form

General Conditions in the Livestock Coverage Form

### PROTECTIVE SAFEGUARDS

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:  
**"P-1" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:

- (1) Sprinklers and discharge nozzles;
- (2) Ducts, pipes, valves and fittings;
- (3) Tanks, their component parts and supports; and
- (4) Pumps and private fire protection mains.

- b. When supplied from an automatic fire protective system:

- (1) Non-automatic fire protective systems; and
- (2) Hydrants, standpipes and outlets.

**"P-2" Automatic Fire Alarm**, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

**"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.

**"P-9"** The protective system described in the Schedule.

**B.** The following is added to the EXCLUSIONS section of:

- CAUSES OF LOSS – BASIC FORM
- CAUSES OF LOSS – BROAD FORM
- CAUSES OF LOSS – SPECIAL FORM
- MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM
- STANDARD PROPERTY POLICY
- CAUSES OF LOSS FORM – FARM PROPERTY
- MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
- LIVESTOCK COVERAGE FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

**SCHEDULE\***

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>Protective Safeguards Symbols Available</b>	<b>Describe any "P-9":</b>
002	001	P-2	
002	001	P-9	KITCHEN FIRE SUPPRESSION SYSTEMS
003	002	P-1	
003	002	P-2	
003	002	P-9	KITCHEN FIRE SUPPRESSION SYSTEMS
004	001	P-1	
004	001	P-2	
004	001	P-9	KITCHEN FIRE SUPPRESSION SYSTEMS
005	001	P-1	
005	001	P-2	
005	001	P-9	KITCHEN FIRE SUPPRESSION SYSTEMS

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Forming a part of

<b>Policy Number: CBP 9633657</b>	
<b>Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY</b>	
<b>Named Insured:</b> INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	<b>Agent:</b> CIC/LICKDYKE INSURANCE AGENCY  <b>Agent Code: 0021251      Agent Phone: (513)-684-7900</b>

**NAMED INSURED SCHEDULE**

**First Named Insured:**

<b>Name/Address</b>	<b>Form of Business: SCHOOL</b>
INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT	
INDIAN HILL BOARD OF EDUCATION AND INDIAN HILLS PUBLIC	
SCHOOLS FOUNDATION	
6855 DRAKE ROAD	
CINCINNATI OH 45243	

**Date Issued: 07/12/2019**

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

**NOTICE OF CLAIM TO EXECUTIVE OFFICER AND/OR EMPLOYEE SUPERVISOR**

**IT IS UNDERSTOOD AND AGREED THAT KNOWLEDGE OF AN OCCURRENCE BY THE AGENT, SERVANT OR EMPLOYEES OF THE INSURED SHALL NOT IN AND OF ITSELF CONSTITUTE KNOWLEDGE TO THE INSURED UNLESS A CORPORATE OFFICER OR EMPLOYEE SUPERVISOR OF THE INSURED CORPORATION SHALL HAVE RECEIVED NOTICE FROM ITS AGENT, SERVANT OR EMPLOYEES.**

**FOR THE PURPOSES OF THIS AGREEMENT, CORPORATE OFFICERS SHALL INCLUDE: THE PRESIDENT, AND VICE-PRESIDENT, SECRETARY, TREASURER OR OTHER OFFICERS ELECTED OR APPOINTED IN ACCORDANCE WITH THE CHARTER AND BY-LAWS OF THE NAMED INSURED CORPORATION.**

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

**FOR ANY STATUTORILY PERMITTED REASON OTHER THAN  
NONPAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED  
FOR NOTICE OF CANCELLATION, AS PROVIDED IN  
PARAGRAPH 2. OF EITHER THE CANCELLATION COMMON POLICY  
CONDITION OR AS AMENDED BY AN APPLICABLE STATE  
CANCELLATION ENFORCEMENT IS INCREASED TO 90 DAYS.**

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
1	1	6855 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 ADMINISTRATION OFFICE MASONRY NON-COMBUSTIBLE
2	1	6205-6207 DRAKE ROAD INDIAN HILL OH 45243 INDIAN HILL PRIMARY SCHOOL MASONRY NON-COMBUSTIBLE
2	2	6205-6207 DRAKE ROAD INDIAN HILL OH 45243 FLAGPOLE, FENCING LIGHTING, SIGNS & OTHER EQUIP NON-COMBUSTIBLE
3	1	6100 DRAKE ROAD INDIAN HILL OH 45243 FLAGPOLE, FENCING LIGHTS, OUTDOOR EQUIPMENT, NON-COMBUSTIBLE
3	2	6100 DRAKE ROAD INDIAN HILL OH 45243 ELEMENTARY SCHOOL MASONRY NON-COMBUSTIBLE



DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
3	3	6100 DRAKE ROAD INDIAN HILL OH 45243 BLEACHERS, WALLS, LIGHTS, FLAGPOLES NON-COMBUSTIBLE
3	4	6100 DRAKE ROAD INDIAN HILL OH 45243 LIFT PUMP STATION NON-COMBUSTIBLE
4	1	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 HIGH SCHOOL MASONRY NON-COMBUSTIBLE
4	1	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 MUSICAL INSTRUMENTS, ATHLETIC EQUIP, UNIFORMS MASONRY NON-COMBUSTIBLE
4	2	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 TOMAHAWK STADIUM FENCE, LIGHT, BLEACHERS MASONRY NON-COMBUSTIBLE
4	3	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 LIGHTING RETAINING WALL FLAGPOLE FENCE MASONRY NON-COMBUSTIBLE
4	4	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 TOMAHAWK PRESS BOX & EQUIPMENT MASONRY NON-COMBUSTIBLE

RENEWAL

Forming a part of

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (continued)

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
4	5	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 TOMAHAWK FIELD HOUSE JOISTED MASONRY
4	6	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 TOMAHAWK STORAGE BUILDING JOISTED MASONRY
4	7	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 TOMAHAWK 2 CONCESSION STANDS JOISTED MASONRY
4	8	6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 ARTIFICIAL TURF FRAME
5	1	6845 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 INDIAN HILL MIDDLE SCHOOL NON-COMBUSTIBLE

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DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
5	2	6845 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 FLAGPOLE, YARD LIGHTING, OUTDOOR EQUIPMENT MASONRY NON-COMBUSTIBLE
5	3	6845 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 BOILER HOUSE/GAS METER HOUSE NON-COMBUSTIBLE
5	4	6845 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 2 STORAGE BUILDING MASONRY NON-COMBUSTIBLE
5	5	6845 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 BASEBALL FIELD - 2 DUGOUTS & EQUIPMENT MASONRY NON-COMBUSTIBLE
5	6	6845 DRAKE ROAD HAMILTON INDIAN HILL OH 45243 GEO-THERMAL ENERGY BUILDING MASONRY NON-COMBUSTIBLE
6	1	6200 DRAKE ROAD INDIAN HILL OH 45243 TRANSPORTATION OFFICE MASONRY NON-COMBUSTIBLE
6	2	6200 DRAKE ROAD INDIAN HILL OH 45243 RADIO TOWER & FENCING NON-COMBUSTIBLE

**RENEWAL**

Forming a part of

**Policy Number: CBP 9633657**

**Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY**

**Named Insured:**

**INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE**

**Agent:**

**CIC/LICKDYKE INSURANCE AGENCY**

**Agent Code: 0021251**

**Agent Phone: (513)-684-7900**

**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (continued)**

**DESCRIPTION OF PREMISES**

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>Location Occupancy, Construction/Fire Protection</b>
6	3	6200 DRAKE ROAD INDIAN HILL OH 45243 4000 GALLONS DIESEL TANK JOISTED MASONRY
6	4	6200 DRAKE ROAD INDIAN HILL OH 45243 BUS GARAGE JOISTED MASONRY
6	5	6200 DRAKE ROAD INDIAN HILL OH 45243 FENCES & LIGHTING & OUTSIDE EQUIPMENT NON-COMBUSTIBLE
8	1	8939 MONTGOMERY ROAD CINCINNATI OH 45243 ALL SAINT SCHOOLS FRAME
9	1	7754 MONTGOMERY ROAD CINCINNATI OH 45243 ST VINCENT FERRER SCHOOL MOBILE CLASSROOM FRAME

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
10	1	6905 GIVEN RD CINCINNATI OH 45243 CINCINNATI COUNTRY DAY SCHOOL NON-COMBUSTIBLE

COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made. (The Coinsurance column reflects Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Symbol.)

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance
***	***	COVERAGES - BLANKET 01:	\$ 1 2 4 , 8 4 6 , 7 0 3	SPECIAL	90%
1	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
1	1	PERSONAL PROPERTY OF OTHERS	BLANKET 01		
2	1	BUILDING	BLANKET 01		
2	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
2	1	PERSONAL PROPERTY OF OTHERS	BLANKET 01		
2	2	BUILDING	BLANKET 01		
2	2	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
3	1	BUILDING	BLANKET 01		
3	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
3	2	BUILDING	BLANKET 01		
3	2	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
3	2	PERSONAL PROPERTY OF OTHERS	BLANKET 01		
3	3	BUILDING	BLANKET 01		
3	3	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
3	4	BUILDING	BLANKET 01		
4	1	BUILDING	BLANKET 01		
4	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
4	1	PERSONAL PROPERTY OF OTHERS	BLANKET 01		
4	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
4	2	BUILDING	BLANKET 01		
4	2	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
4	3	BUILDING	BLANKET 01		
4	4	BUILDING	BLANKET 01		
4	4	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
4	5	BUILDING	BLANKET 01		
4	5	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
4	6	BUILDING	BLANKET 01		
4	6	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
4	7	BUILDING	BLANKET 01		
4	7	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
4	8	BUILDING	BLANKET 01		

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**RENEWAL**

Forming a part of

<b>Policy Number: CBP 9633657</b>	
<b>Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY</b>	
<b>Named Insured:</b> INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	<b>Agent:</b> CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (continued)**

**COVERAGES PROVIDED:**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made. (The Coinsurance column reflects Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Symbol.)

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance
5	1	BUILDING	BLANKET 01		
5	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
5	1	PERSONAL PROPERTY OF OTHERS	BLANKET 01		
5	2	BUILDING	BLANKET 01		
5	2	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
5	3	BUILDING	BLANKET 01		
5	4	BUILDING	BLANKET 01		
5	4	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
5	5	BUILDING	BLANKET 01		
5	5	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
5	6	BUILDING	BLANKET 01		
5	6	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
6	1	BUILDING	BLANKET 01		
6	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
6	2	BUILDING	BLANKET 01		
6	3	BUILDING	BLANKET 01		
6	3	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
6	4	BUILDING	BLANKET 01		
6	4	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
6	5	BUILDING	BLANKET 01		
6	5	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
8	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
9	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		
10	1	YOUR BUSINESS PERSONAL PROPERTY	BLANKET 01		

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount Expiration Date	Replacement Cost	Inflation Guard
1	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
1	1	PERSONAL PROPERTY OF OTHERS	INCLUDED 06/30/20	INCLUDED	
2	1	BUILDING	INCLUDED 06/30/20	INCLUDED	
2	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
2	1	PERSONAL PROPERTY OF OTHERS	INCLUDED 06/30/20	INCLUDED	
2	2	BUILDING	INCLUDED 06/30/20	INCLUDED	
2	2	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
3	1	BUILDING	INCLUDED 06/30/20	INCLUDED	
3	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
3	2	BUILDING	INCLUDED 06/30/20	INCLUDED	
3	2	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
3	2	PERSONAL PROPERTY OF OTHERS	INCLUDED 06/30/20	INCLUDED	
3	3	BUILDING	INCLUDED 06/30/20	INCLUDED	
3	3	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
3	4	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	1	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
4	1	PERSONAL PROPERTY OF OTHERS	INCLUDED 06/30/20	INCLUDED	
4	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
4	2	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	2	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
4	3	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	4	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	4	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	

**RENEWAL**

Forming a part of

<b>Policy Number: CBP 9633657</b>	
<b>Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY</b>	
<b>Named Insured:</b> INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	<b>Agent:</b> CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (continued)**

**OPTIONAL COVERAGES:**

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount Expiration Date	Replacement Cost	Inflation Guard
4	5	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	5	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
4	6	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	6	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
4	7	BUILDING	INCLUDED 06/30/20	INCLUDED	
4	7	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
4	8	BUILDING	INCLUDED 06/30/20	INCLUDED	
5	1	BUILDING	INCLUDED 06/30/20	INCLUDED	
5	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
5	1	PERSONAL PROPERTY OF OTHERS	INCLUDED 06/30/20	INCLUDED	
5	2	BUILDING	INCLUDED 06/30/20	INCLUDED	
5	2	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
5	3	BUILDING	INCLUDED 06/30/20	INCLUDED	
5	4	BUILDING	INCLUDED 06/30/20	INCLUDED	
5	4	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
5	5	BUILDING	INCLUDED 06/30/20	INCLUDED	
5	5	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	

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**OPTIONAL COVERAGES:**

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount Expiration Date	Replacement Cost	Inflation Guard
5	6	BUILDING	INCLUDED 06/30/20	INCLUDED	
5	6	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
6	1	BUILDING	INCLUDED 06/30/20	INCLUDED	
6	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
6	2	BUILDING	INCLUDED 06/30/20	INCLUDED	
6	3	BUILDING	INCLUDED 06/30/20	INCLUDED	
6	3	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
6	4	BUILDING	INCLUDED 06/30/20	INCLUDED	
6	4	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
6	5	BUILDING	INCLUDED 06/30/20	INCLUDED	
6	5	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
8	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
9	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	
10	1	YOUR BUSINESS PERSONAL PROPERTY	INCLUDED 06/30/20	INCLUDED	

\* Replacement cost for Your Business Personal Property also applies to Stock if an asterisk (\*) is present.

**DEDUCTIBLE: \$ 5,000**

**EQUIPMENT BREAKDOWN COVERAGE DEDUCTIBLE – Refer to Equipment Breakdown Coverage Schedule 41-14**

**MORTGAGE HOLDERS: NONE**

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-174 - 0108	SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT
17-204 - 0108	SUPPLEMENT TO SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT
17-59PR - 0694	PROPERTY COVERAGE PART DECLARATION EXTENSION
21-65 - 0703	EARTHQUAKE-VOLCANIC ERUPTION COVERAGE SCHEDULE
21-66 - 0703	FLOOD COVERAGE SCHEDULE
41-13 - 0599	EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT
CF175 - 0186	QUICK REFERENCE-COMMERCIAL PROPERTY COVERAGE PART
CP0010 - 0402	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0090 - 0788	COMMERCIAL PROPERTY CONDITIONS

21-7 (01/08)

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**RENEWAL**

**Forming a part of**

**Policy Number: CBP 9633657**

**Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY**

**Named Insured:**

**INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE**

**Agent:**

**CIC/LICKDYKE INSURANCE AGENCY**

**Agent Code: 0021251**

**Agent Phone: (513)-684-7900**

**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (continued)**

**FORMS AND ENDORSEMENTS**

**Forms and Endorsements applying to this Coverage Part and made part of this policy:**

<b>Form Number</b>		<b>Description</b>
<b>CP0123</b>	<b>- 0408</b>	<b>OHIO CHANGES</b>
<b>CP0140</b>	<b>- 0706</b>	<b>EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA</b>
<b>CP0405</b>	<b>- 0402</b>	<b>ORDINANCE OR LAW COVERAGE</b>
<b>CP1030</b>	<b>- 0402</b>	<b>CAUSES OF LOSS - SPECIAL FORM</b>
<b>CP1045</b>	<b>- 0899</b>	<b>EARTHQUAKE AND VOLCANIC ERUPTION</b>
<b>CP1065</b>	<b>- 1000</b>	<b>FLOOD COVERAGE ENDORSEMENT</b>
<b>CP1260</b>	<b>- 1091</b>	<b>LOSS ADJUSTMENT ENDORSEMENT-COMMERCIAL PROPERTY COV.</b>
<b>CP1410</b>	<b>- 0695</b>	<b>ADDITIONAL COVERED PROPERTY</b>
<b>17-105CP-A</b>	<b>- 1095</b>	<b>ENDORSEMENT</b>
<b>17-105CP-C</b>	<b>- 1095</b>	<b>ENDORSEMENT</b>
<b>17-105CP-D</b>	<b>- 1095</b>	<b>ENDORSEMENT</b>
<b>21-8</b>	<b>- 0108</b>	<b>ADDITIONAL INTERESTS SCHEDULE</b>
<b>CP1218</b>	<b>- 0695</b>	<b>LOSS PAYABLE PROVISIONS</b>

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**Date Issued: 07/12/2019**

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

**EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT SCHEDULE**

This endorsement provides supplementary information to be used with the following:

**EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT**

Additional Coverages	Limits of Insurance
Expediting Expenses	\$ 250,000
Hazardous Substances	\$ 250,000
Perishable Goods	\$ 250,000
Computer Equipment	INCLUDED
CFC Refrigerants	INCLUDED

**Special Deductibles**

The Property Deductible shown in the Commercial Property Coverage Part Declarations applies unless a Special Deductible(s) is shown below.

Date Issued: 07/12/2019

Forming a part of

<b>Policy Number: CBP 9633657</b>	
<b>Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY</b>	
<b>Named Insured:</b> INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	<b>Agent:</b> CIC/LICKDYKE INSURANCE AGENCY  <b>Agent Code: 0021251      Agent Phone: (513)-684-7900</b>

**PROPERTY COVERAGE PART DECLARATIONS EXTENSION**

**FLOOD COVERAGE IS EXCLUDED FROM THE FOLLOWING LOCATION:**

**YAVNEY DAY SCHOOL LOCAIED AT 8401 MONTGOMERY RD  
CINCINNATI, OH 45243**

**The following is added to paragraph H. Deductible of the FLOOD COVERAGE ENDORSEMENT CP 10 65:**

- 4. If the Deductible for coverage provided under this endorsement is shown as a percentage in the Flood Coverage Schedule or in the Declarations, the deductible is calculated as the stated percentage times the insured value of the location involved in the loss.**

**Date Issued: 07/12/2019**

Forming a part of

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

ADDITIONAL INTERESTS SCHEDULE

LOSS PAYEE(S)

Loss Payee

(Name and Address)

CANON FINANCIAL SERVICES INC  
PO BOX 4004  
CAROL STREAM IL 60197-4004

Prem. Bldg.

No.	No..	Description of Property	Provisions Applicable	Loan Number
001	001	LEASED EQUIPMENT/COPIERS	LOSS PAYABLE	

Date Issued: 07/12/2019

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

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

## ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
STANDARD PROPERTY POLICY

**A.** Each Coverage – Coverage **A**, Coverage **B** and Coverage **C** – is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

**B. Application Of Coverage(s)**

The Coverage(s) provided by this endorsement apply only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

**1.** The ordinance or law:

- a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b.** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- 2. a.** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- b.** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- c.** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

**3.** In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement.

C. We will not pay under Coverage **A**, **B** or **C** of this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

**D. Coverage**

**1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building**

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage **A** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the Limit of Insurance.

**2. Coverage B – Demolition Cost Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

**3. Coverage C – Increased Cost Of Construction Coverage**

a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

b. When a building is damaged or destroyed and Coverage **C** applies to that building in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.**:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, **3.b.**

**E. Loss Payment**

1. All following loss payment Provisions, **E.2.** through **E.5.**, are subject to the apportionment procedures set forth in Section **B.3.** of this endorsement.

2. When there is a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
  - a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
    - (1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
    - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
  - b. If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
    - (1) The actual cash value of the building at the time of loss; or
    - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. Unless Paragraph **E.5.** applies, loss payment under Coverage **B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
  - b. The applicable Limit of Insurance shown for Coverage **B** in the Schedule above.
4. Unless Paragraph **E.5.** applies, loss payment under Coverage **C** – Increased Cost of Construction Coverage will be determined as follows:
    - a. We will not pay under Coverage **C**:
      - (1) Until the property is actually repaired or replaced, at the same or another premises; and
      - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
    - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:
      - (1) The increased cost of construction at the same premises; or
      - (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.
    - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:
      - (1) The increased cost of construction at the new premises; or
      - (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.

5. If a **Combined** Limit of Insurance is shown for Coverages **B** and **C** in the Schedule above, Paragraphs **E.3.** and **E.4.** of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- b. With respect to the Increased Cost of Construction:
  - (1) We will not pay for the increased cost of construction:
    - (a) Until the property is actually repaired or replaced, at the same or another premises; and
    - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.



(2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

(3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Under this endorsement we will not pay for loss due to any ordinance or law that:

1. You were required to comply with before the loss, even if the building was undamaged; and
2. You failed to comply with.

H. Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage C of this endorsement: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 / \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage C loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

**Note:** The same procedure applies to losses under Coverages A and B of this endorsement.

I. The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**SCHEDULE\***

Bldg. No./ Prem. No.	Cov. A	Cov. B Limit Of Insur.	Cov. C Limit Of Insur.	Cov. B And C Combined Limit Of Insur.
ALL / ALL	<input checked="" type="checkbox"/>	\$ 1,000,000	\$ 1,000,000	**
/	<input type="checkbox"/>			**
/	<input type="checkbox"/>			**

\*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

\*\*Do **not** enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

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

## VIOLENT EVENT RESPONSE COVERAGE FOR SCHOOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Aggregate Limit – Response Expenses and Loss</b>	\$ 1,000,000
<b>Each Violent Event Limit – Response Expenses and Loss</b>	\$ 1,000,000
<b>Each Person Limit – Loss</b>	\$ 25,000
<b>Each Person Limit – Death Benefits</b>	\$ 15,000

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

#### A. COVERAGE

The following Violent Event Response Coverage is added to **SECTION I – COVERAGES:**

#### COVERAGE D VIOLENT EVENT RESPONSE COVERAGE

##### 1. Insuring Agreement

###### a. Response Expenses

We will pay your “response expenses” that result from a “violent event” to which this insurance applies but only if the “response expenses” are incurred and reported to us within one year of the “violent event”.

###### b. Loss

We will pay “loss” that results from a “violent event” to which this insurance applies but only if:

- (1) The “loss” is incurred and reported to us within one year of the “violent event”; and
- (2) For “death benefits”, we receive a death certificate, or other evidence of death acceptable to us, within one year of the “violent event”.

- c. The amount we will pay under paragraphs **a.** and **b.** above is limited as described in **SECTION – III LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

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2. This insurance applies to a “violent event” only if the “violent event”:
  - a. Commences during the policy period; and
  - b. Takes place in the “coverage territory” on premises that you own or lease, or during activities that you sponsor.

**3. Exclusions**

This insurance does not apply to:

**a. War**

“Response expenses” or “loss” 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 threatened 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.

**b. Nuclear, Biological Or Chemical Events**

“Response expenses” or “loss” arising directly or indirectly out of:

- (1) A “violent event” that is carried out by means of dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- (2) A release of radioactive material, and it appears that one purpose of the “violent event” was to release such material; or
- (3) A “violent event” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (4) A release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the “violent event” was to release such materials.

**c. Sexual Misconduct And Molestation**

“Response expenses” or “loss” arising directly or indirectly out of:

- (1) Any actual or alleged sexual misconduct or sexual molestation of any person; and
- (2) Any allegations relating thereto that:
  - (a) An insured negligently employed, investigated, trained, supervised, reported to proper authorities or failed to so report, or retained a person whose conduct would be excluded by (a) above, or
  - (b) Are based on an alleged practice, custom or policy, including but not limited to any allegation that a person’s civil rights have been violated.

**d. Suicide Or Self-Inflicted Injury**

“Death benefits” for an insured who commits suicide, attempts suicide, or intentionally self-inflicts injury, while sane or insane.

**e. Defense Of A Claim**

The defense of a claim or “suit” against an insured for liability arising out of a “violent event”.

**f. Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

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**g. Pollution**

“Response expenses” or “loss” arising directly or indirectly out of any:

- (1) Request, demand, order, 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”.

**h. Asbestos**

“Response expenses” or “loss” arising directly or indirectly 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 asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust; 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 asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust.

**i. Lead**

“Response expenses” or “loss” arising directly or indirectly 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 lead or lead contained in goods, products or materials; 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 lead or lead contained in goods, products or materials.

**j. Silica**

“Response expenses” or “loss” arising directly or indirectly 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 silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; 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 silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise.

**k. Fungi Or Bacteria**

“Response expenses” or “loss” arising directly or indirectly out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity. For the purpose of this exclusion, fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**l. Workers Compensation And Similar Laws**

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

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**m. Aircraft, Watercraft, Motorized Vehicles Or Equipment**

“Response expenses” or “loss” arising out of the ownership, maintenance or use of any motorized vehicle or equipment, including, but not limited to, any aircraft, watercraft, “auto”, recreational vehicle, snowmobile, motorcycle, motorbike, golf cart, or self-propelled “mobile equipment”.

**n. Perpetrators**

Any perpetrator(s) of, or any person participating in the planning or execution of, any “violent event”.

**o. Governmental Services**

“Response expenses” for any services provided by a governmental entity. This exclusion does not apply to services that are customarily charged to the public.

**B. WHO IS AN INSURED**

For the purposes of coverage afforded under this endorsement, **SECTION II – WHO IS AN INSURED** is replaced by the following:

1. You.
2. Each of the following is also an insured:
  - a. Your “volunteer workers” or your “employees;
  - b. Any of your trustees or members of your Board of Governors, if you are a private charitable or educational institution;
  - c. Any of your board members or commissioners, if you are a public board or commission;
  - d. Any of your graduate teaching assistants or your student teachers;
  - e. Any of your students; or
  - f. Any parent support group and their members, if they have been specifically authorized by you.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to a “violent event” that commenced before you acquired or formed the organization.

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

**C. LIMITS OF INSURANCE**

For the purposes of coverage afforded under this endorsement, **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; or
  - b. Claims made; or
  - c. Perpetrators; or
  - d. The number of policy periods over which the “violent event” takes place. If the “violent event” takes place over more than one policy period, the limits of insurance applicable when the “violent event” first commenced will apply.
2. The Aggregate Limit – Response Expenses and Loss is the most we will pay for the sum of all “response expenses” and “loss” arising out of all “violent events”.

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3. Subject to 2. above, the Each Violent Event Limit – Response Expenses and Loss is the most we will pay for the sum of all “response expenses” and “loss” arising out of any one “violent event”.
4. Subject to 3. above, the Each Person Limit – Loss is the most we will pay for the sum of all “loss” because of injury or death sustained by any one insured.
5. Subject to 4. above, the Each Person Limit – Death Benefits is the most we will pay for “death benefits” because of death sustained by any one insured.
6. The Limits of Insurance of this endorsement 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.
7. If it is likely that the Aggregate Limit – Response Expenses and Loss, or the Each Violent Event Limit – Response Expenses and Loss, will be exhausted before all “response expenses” or “loss” are paid:
  - a. “Response expenses” and “loss” stemming from a single “violent event” will be prioritized and payable in the following order:
    - (1) Death benefits;
    - (2) Medical expenses;
    - (3) Funeral expenses;
    - (4) Personal counseling services for an insured who has sustained “serious bodily injury” or was held as a “hostage”;
    - (5) Personal counseling services for the immediate family of an insured who has sustained “serious bodily injury” or was held as a “hostage”;
    - (6) Group counseling services;
    - (7) “Loss of income”;
    - (8) “Wages” of temporary personnel;
    - (9) Rental of comparable substitute premises;
    - (10) Additional expense for the transportation of your students;
    - (11) Security services; and
    - (12) Public relations consultant and related media and communication costs.
  - b. “Violent events” will be recognized in the order that they are reported to us in accordance with condition 2. **Duties In The Event Of A Violent Event** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.
  - c. “Response expenses” and “loss” arising from a “violent event” will be paid in the order that they are reported to us in accordance with condition 2. **Duties In The Event Of A Violent Event** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.
  - d. “Response expenses” and “loss” reported on the same day will be pro-rated if a reduction in “response expenses” and “loss” is warranted because the Aggregate Limit or Each Violent Event Limit will be exhausted.

#### D. CONDITIONS

For the purposes of coverage afforded under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Condition 2. is replaced by the following:
  2. **Duties In The Event Of A Violent Event**
    - a. You must see to it that we are notified as soon as practicable of a “violent event” which may result in “response expenses” or “loss”. To the extent possible, notice should include:
      - (1) How, when and where the “violent event” took place;

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- (2) The names and addresses of any injured persons and witnesses;
    - (3) The nature and location of any injury arising out of the "violent event"; and
    - (4) Copies of police reports.
  - b. You and any other involved insured must:
    - (1) Immediately send us copies of pertinent correspondence, demands or service invoices received in connection with "response expenses" or "loss";
    - (2) Authorize us to obtain records and other information; and
    - (3) Cooperate with us in the investigation of a "violent event".
2. Condition 4. is replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Violent Event Response Coverage For Schools endorsement, our obligations are limited as follow:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. When 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) That is medical expense insurance; or
- (2) That covers rental of comparable substitute premises.

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

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

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

**c. Method Of Sharing**

If all 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.

3. The following conditions are added:

**Liability Under Other Coverages Or Policies**

Payment of "response expenses" or "loss" under this endorsement is not an admission of liability under other coverages provided by this policy or other policies issued to you by us or our affiliates.

**Loss Payable**

All claims will be payable upon receipt and acceptance by us of the following:

- a. For "death benefits":
  - (1) A death certificate; or
  - (2) Other evidence of the death.

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- b. For claims for “loss of income”, written documentation provided by the employer of the person sustaining the “loss of income”. If a person is self-employed, then such person must provide tax returns and other necessary records to document their “loss of income”.
- c. For claims for other “loss” and “response expenses”, service invoices or other pertinent documentation.

**Concealment or Fraud**

We will not provide coverage to you, or any other insured, who at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a “violent event”, or “loss” or “response expenses” incurred under this endorsement.

**E. DEFINITIONS**

For the purposes of coverage afforded under this endorsement, **SECTION V – DEFINITIONS** is amended as follows:

1. Under **SECTION V – DEFINITIONS**, definition **19.** is replaced by the following:

**19.** “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. “Temporary worker” does not include a substitute teacher.

2. The following are added:

- a. “Care provider” means “child”, spouse or “parent” who provides direct care to an insured.
- b. “Child” means a natural child, adopted child, foster child, stepchild or legal ward.
- c. “Death benefits” means an amount payable to the estate of a deceased insured. This does not include medical expenses or funeral expenses.
- d. “Hostages” means persons who are held captive by someone who threatens to inflict “serious bodily injury” and the circumstances of the threat are such that a reasonable person would conclude that the captives are at risk of “serious bodily injury”.
- e. “Loss” means:
  - (1) Reasonable and necessary expenses incurred by or on behalf of the insured for the following:
    - (a) Personal counseling services for up to 90 days after a “violent event” for any insured who has sustained “serious bodily injury” or was held as a “hostage”.
    - (b) Personal counseling services for up to 90 days after a “violent event” for the immediate family of any insured who has sustained “serious bodily injury” or was held as a “hostage”.
    - (c) Medical expenses including:
      - (i) First aid administered at the time of a “violent event”;
      - (ii) Necessary medical, surgical, x-ray and dental services, including physical therapy and prosthetic devices; and
      - (iii) Necessary ambulance (including emergency airlift), hospital and professional nursing services.
    - (d) Funeral expenses for a deceased insured for funeral services, preparation for burial and burial including, but not limited to, payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial.

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**(2)** Sixty percent of “loss of income” for:

- (a)** An insured who sustains “serious bodily injury”; or
- (b)** An insured held as a “hostage”; or
- (c)** The “care provider” of an insured in provision **(a)** or **(b)** above;

for up to 30 days after the “violent event” and up to a maximum amount of \$3,500.

In the event that another policy, program or plan pays a portion of the “loss of income” but less than sixty percent of the “loss of income”, then we will pay the difference between that portion and the sixty percent of the “loss of income”.

**(3)** “Death benefits”.

“Loss” does not include any expenses incurred by you.

**f.** “Loss of income” means loss of actual gross income being paid on the date the person sustained “serious bodily injury” as a result of a “violent event”. “Loss of income” does not include:

- (1)** Any loss after the date on which an injured person dies; or
- (2)** Potential income that may have been received from overtime hours, on-call pay or similar types of compensation; or
- (3)** Compensation for paid sick leave, short-term disability, long-term disability, or family leave that was utilized because of the “serious bodily injury”.

**g.** “Parent” means a natural parent, foster parent, adoptive parent, stepparent or legal guardian.

**h.** “Response expenses” means reasonable and necessary expenses incurred by you for the following:

- (1)** Additional expense for the transportation of your students to and from a substitute premises for up to 30 days after a “violent event”.
- (2)** Public relations consultant and related media and communication costs for up to 30 days after a “violent event”.
- (3)** Security services for up to 15 days after a “violent event”.
- (4)** Group counseling services for an insured for up to 60 days after a “violent event”.
- (5)** Rental of comparable substitute premises for up to 30 days after the “violent event”.
- (6)** “Wages” of temporary personnel, hired to replace “employees” who have sustained “serious bodily injury” during a “violent event”, for up to 30 days after the “violent event”. Such “wages” shall not exceed the “wages” received by the “employee” being replaced.

**i.** “Serious bodily injury” means:

- (1)** Death of a person; or
- (2)** Other physical injury sustained by a person that causes serious impairment of body function, or permanent serious disfigurement. For the purpose of this definition, serious impairment of body function means an objectively manifested impairment of an important body function that affects the person’s general ability to lead her or his normal life.

“Serious bodily injury” does not include emotional or mental injury.

**j.** “Violent event” means an event that:

- (1)** Is caused by an intentional criminal act or a series of related intentional criminal acts; and
- (2)** Involves the use of a physical object, instrument, device, tool or weapon, other than the human body, for the purpose of injuring any person; and
- (3)** Results in two or more persons, other than the perpetrator, sustaining “serious bodily injury” or being held as “hostages”.

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A “violent event” starts when the first act or the first of a series of related acts begins. A “violent event” ends the earlier of the following times:

(a) When the act is concluded; or

(b) When the last in a series of acts is concluded; or

(c) When the premises have been secured by proper civil authority.

k. “Wages” means compensation you pay an “employee” for his or her work, including the cost of pension or retirement benefit plans or welfare benefit plans.

#### **F. TERRORISM**

When a terrorism endorsement is made a part of the Commercial General Liability Coverage Part, any injury or damage excluded by the endorsement is amended to include “response expenses” and “loss”.

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Policy Number: CBP9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE**

This endorsement provides supplementary information to be used with the following:

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT (SUB-LIMIT FORM)

Description of Premises or Location(s)

BLANKET - PER STATEMENT OF VALUES

“Including Masonry Veneer” Option  Yes  NoProperty Damage Deductible 10%Earthquake – Sprinkler Leakage Only 

**Earthquake – Volcanic Eruption Limit(s) of Insurance** The Limit(s) of Insurance shown in Section A and/or B of this Schedule is an annual aggregate limit(s). Refer to the Limit Of Insurance Provisions in the Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form) for an explanation.

A. Blanket Limit \$ 25,000,000

(The Blanket Limit applies to all Premises and Locations listed on this page of the Schedule. If a separate Blanket Limit(s) applies at other Premises or Locations, then a separate page(s) of this Schedule will be used to enter the Blanket Limit(s) for such Premises or Locations.)

Check applicable Covered Property/Coverage(s) for Blanket Limit:

Bldg.  BI (CP 00 32)  
 BPP  EE (CP 00 50)  
 BI (CP 00 30)  Other \_\_\_\_\_

The Blanket Limit does not apply separately to the Premises, Locations, Covered Property or Coverages listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/ Coverages at the Premises and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form).

**B. Separate Limits** (If a separate Limit of Insurance is entered in this section of the Schedule, **B.**, for a particular Covered Property/Coverage, that Covered Property/Coverage should NOT be included under a Blanket Limit.)

Premises _____	Premises _____	Premises _____
Bldg.	Bldg.	Bldg.
BPP	BPP	BPP
BI (CP 00 30)	BI (CP 00 30)	BI (CP 00 30)
BI (CP 00 32)	BI (CP 00 32)	BI (CP 00 32)
EE (CP 00 50)	EE (CP 00 50)	EE (CP 00 50)

**Increased Annual Aggregate Limit Option:**  **Yes**  **No**

Bldg. = Building; BPP = Business Personal Property; BI = Business Income Coverage Form; EE = Extra Expense Coverage Form

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FLOOD COVERAGE SCHEDULE**

This endorsement provides supplementary information to be used with the following:

## FLOOD COVERAGE ENDORSEMENT

**Inception Date Of Flood Coverage Endorsement** 06/30/2009 **Note:** There is no coverage for a Flood that begins before or within 72 hours after this date. Refer to Section **D.5.a.** of the Endorsement for additional information.

**Description Of Premises Or Location(s)**

BLANKET - PER STATEMENT OF VALUES

**Description Of Personal Property In The Open, If Covered For Flood****Flood Deductible** 5%**No-Coinsurance Option** **Other Flood Insurance, If Any** (identify insurer and policy number):

Primary (NFIP)

Other

**Underlying Insurance Waiver**  **Note:** Refer to Section **I.1.** of the Endorsement for an explanation of this option.

**Annual Aggregate Limit – Flood Coverage Endorsement** \$ 500,000 **Note:** Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

**Flood Limit of Insurance – Single Occurrence:** Enter the Limit(s) in Section **A** and/or **B** of this Schedule. Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

**A.** Blanket Limit \$ 500,000

Check applicable Covered Property/Coverage(s) for Blanket Limit:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Bldg. | <input type="checkbox"/> BI (CP 00 32) |
| <input checked="" type="checkbox"/> BPP   | <input type="checkbox"/> EE (CP 00 50) |
| <input type="checkbox"/> BI (CP 00 30)    | <input type="checkbox"/> Other _____   |

The Blanket Limit does not apply separately to the Premises, Locations, Covered Property or Coverages listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/Coverages at the Premises and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the Flood Coverage Endorsement.

**B. Separate Limits (If a separate Limit of Insurance is entered in this section of the Schedule, **B.**, for a particular Covered Property/Coverage, that Covered Property/Coverage should NOT be included under a Blanket Limit.)**

<u>Premises</u>	<u>Premises</u>	<u>Premises</u>
Bldg. _____	Bldg. _____	Bldg. _____
BPP _____	BPP _____	BPP _____
BI (CP 00 30) _____	BI (CP 00 30) _____	BI (CP 00 30) _____
BI (CP 00 32) _____	BI (CP 00 32) _____	BI (CP 00 32) _____
EE (CP 00 50) _____	EE (CP 00 50) _____	EE (CP 00 50) _____
_____	_____	_____

Bldg. = Building; BPP = Business Personal Property; BI = Business Income Coverage Form; EE = Extra Expense Coverage Form

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

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

**SUPPLEMENT TO SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SCHOOL EXTENSION ULTRA PLUS ENDORSEMENT (17-174)

Limits of Insurance afforded in the School Extension Ultra Plus Endorsement (17-174) are amended for those coverages with a Limit of Insurance shown below. If a Limit of Insurance is not shown below, then the Limit of Insurance afforded in the School Extension Ultra Plus Endorsement (17-174) applies.

(Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.)

**Schedule**

<b><u>Coverage Description</u></b>	<b><u>Limit of Insurance</u></b>
Real Property of Others Required by Contract	\$ 10,000
Electronic Data	\$ 25,000
Debris Removal	\$ 100,000
Fire Department Service Charge	\$ 25,000
Pollutant Clean Up and Removal	\$ 50,000
Classroom Chemical Spills	\$ 10,000
Inventory Costs	\$ 50,000
Changes or Extremes in Temperature or Humidity	\$ 15,000
Newly Acquired or Constructed Property – 180 days	
Buildings	\$ 1,000,000
Business Personal Property	\$ 1,000,000

17-204 (01/08)

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Schedule (continued)

<u>Coverage Description</u>	<u>Limit of Insurance</u>
Personal Effects and Property of Others	\$ 50,000
Valuable Papers and Records (Other Than Electronic Data)	\$ 100,000
Property Off-Premises (Including while in Transit)	\$ 100,000
Outdoor Property	\$ 100,000
Accounts Receivable	\$ 100,000
Arson Reward	\$ 25,000
Back-up of Sewers or Drains	\$ 100,000
Extra Expense	\$ 1,000,000
Fine Arts	\$ 25,000
Fire Protective Devices	\$ 25,000
Glass Showcases	\$ 10,000
Loss of Refrigeration	\$ 50,000
Computer Equipment	\$ 200,000
Lock Replacement	\$ 1,000
Money and Securities	
Inside the Premises	\$ 10,000
Outside the Premises	\$ 10,000
Off-Premises Services Interruption	\$ 50,000
Business Income	\$ 100,000
Paved Surfaces	\$ 100,000
Ordinance or Law	10% of the Building Limit subject to 500,000 maximum

17-204 (01/08)

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Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL COVERED PROPERTY**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT -OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

The following is withdrawn from PROPERTY NOT COVERED and added to COVERED PROPERTY:

**SCHEDULE\***

Prem. No.	Bldg. No.	Paragraph Reference	Description of Property	Type of Property Coverage (Enter BUILDING or PERSONAL PROPERTY)
ALL	ALL		PER SOV	SEE 17-59 ATTACHED

\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

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

**NAMED INSURED ENDORSEMENT**

**THE "WHO IS AN INSURED" SECTION OF THIS POLICY IS AMENDED TO INCLUDE ALL SUBSIDIARY, AFFILIATED OR ASSOCIATED COMPANIES, CORPORATIONS, ENTITIES OR ORGANIZATIONS AS MAY NOW OR HEREAFTER BE CONSTITUTED, FOR WHICH THE NAMED INSURED HAS RESPONSIBILITY FOR PURCHASING INSURANCE AND FOR WHICH COVERAGE IS NOT OTHERWISE MORE SPECIFICALLY PROVIDED.**

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

**ATTACHMENT "A"**

**Renewal Declarations to include the following:**

- A. It is understood and agreed that the following property is added to Commercial Property Coverage Part Declarations - Description of Premises form 21-7 (01/08)**

**Prem No 1 Bldg No 2\* 6855 Drake Road  
Indian Hill OH 45243  
Musical Instruments and  
Uniforms  
\*Any building in the school  
district**

**Prem No 1 Bldg No 3\* 6855 Drake Road  
Indian Hill Oh 45243  
Athletic Equipment and Uniform  
\*Any Building in the school  
district**

**Prem No 1 Bldg No 4 6855 Drake Road  
Indian Hill OH 45243  
Misc Tools, Equipment and Other  
Property (balance on Brief  
Assets Listing/by Tag number  
\*Any building in the school  
district**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
YOUR FAILURE TO DISCLOSE ALL HAZARDS OR PRIOR  
"OCCURRENCES" EXISTING AS OF THE INCEPTION DATE OF  
THE POLICY SHALL NOT PREJUDICE THE COVERAGE AFFORDED  
BY THIS POLICY PROVIDED SUCH FAILURE TO DISCLOSE ALL  
HAZARDS OR PRIOR "OCCURRENCES" IS NOT INTENTIONAL.**

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

COMMERCIAL CRIME COVERAGE PART DECLARATIONS

COVERAGE

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy
001		6855 DRAKE ROAD HAMILTON INDIAN HILL OH 45243
002		6205-6207 DRAKE ROAD INDIAN HILL OH 45243
003		6100 DRAKE ROAD INDIAN HILL OH 45243
004		6865 DRAKE ROAD HAMILTON INDIAN HILL OH 45243
005		6845 DRAKE ROAD HAMILTON INDIAN HILL OH 45243
006		6200 DRAKE ROAD INDIAN HILL OH 45243

**COMMERCIAL CRIME COVERAGE PART DECLARATIONS (continued)**

**DESCRIPTION OF PREMISES**

Prem. No.	Bldg. No.	Location Occupancy
008		8939 MONTGOMERY ROAD CINCINNATI OH 45243
009		7754 MONTGOMERY ROAD CINCINNATI OH 45243
010		6905 GIVEN RD CINCINNATI OH 45243
011		9429 LOVELAND-MADEIRA CINCINNATI OH 45242
012		5650 GIVEN ROAD CINCINNATI OH 45243

**TYPE OF COVERAGE**

Coverage Form	Limit of Insurance	Deductible Amount
PLAN 1: FORM F COMPUTER FRAUD COVERAGE	\$ 100,000	\$ 1,000
PLAN 1: FORM B FORGERY OR ALTERATIONS COVERAGE	\$ 100,000	\$ 1,000
PLAN 1: FORM O - PER LOSS PUBLIC EMPLOYEE DISHONESTY COVERAGE	\$ 100,000	\$ 1,000
PLAN 0: FORM DECEPTION FRAUD	\$ 100,000	\$ 1,000

**FORMS AND ENDORSEMENTS:**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
18-24 - 0507	EXCLUSION OF TERRORISM

18-4 (01/08)

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**RENEWAL**

**Forming a part of**

**Policy Number: CBP 9633657**

**Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY**

**Named Insured:**

**INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE**

**Agent:**

**CIC/LICKDYKE INSURANCE AGENCY**

**Agent Code: 0021251**

**Agent Phone: (513)-684-7900**

**COMMERCIAL CRIME COVERAGE PART DECLARATIONS (continued)**

**FORMS AND ENDORSEMENTS:**

**Forms and Endorsements applying to this Coverage Part and made part of this policy:**

<b>Form Number</b>	<b>Description</b>
<b>CC140 - 1090</b>	<b>QUICK REFERENCE-CRIME COVERAGE PART</b>
<b>CR0003 - 0186</b>	<b>FORGERY OR ALTERATIONS COVERAGE FORM</b>
<b>CR0007 - 1090</b>	<b>COMPUTER FRAUD COVERAGE FORM</b>
<b>CR0016 - 1090</b>	<b>PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM-PER LOSS</b>
<b>CR1000 - 0695</b>	<b>CRIME GENERAL PROVISIONS</b>
<b>CR1022 - 0186</b>	<b>INCLUDE VOLUNTEER WORKERS EMPLOYEES</b>
<b>CR1044 - 0189</b>	<b>ADD FAITHFUL PERFORMANCE OF DUTY</b>
<b>CR1048 - 0189</b>	<b>SCHOOL SYSTEM</b>
<b>IL0003 - 0907</b>	<b>CALCULATION OF PREMIUM</b>
<b>IL0244 - 0907</b>	<b>OHIO CHANGES - CANCELLATION AND NONRENEWAL</b>

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**Date Issued: 07/12/2019**

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

COVERAGE

This policy consists of the following coverage(s) for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE TYPE	PREMIUM
SCHEDULED PROPERTY FLOATER COVERAGE	\$ 275
CONTRACTORS EQUIPMENT COVERAGE	\$ 225
COMMERCIAL COMPUTER COVERAGE	\$ 2,936

DEDUCTIBLE : Refer to Applicable Coverage Declarations

RATES : Refer to Applicable Coverage Declarations

LOSS PAYEE: REFER TO 24-16

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
IL0003 - 0907	CALCULATION OF PREMIUM
IL0244 - 0907	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL0953 - 0115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
17-59IM - 0694	INLAND MARINE COVERAGE PART DECLARATION EXTENSION
24-54 - 0399	COMMERCIAL COMPUTER BUSINESS INCOME COV EXTENSION
24-59 - 0796	VALUATION - REPLACEMENT COST
24-66 - 0399	COMPUTER EQUIPMENT OR SOFTWARE AS COMPONENTS OF OTHER
CI175 - 0186	QUICK REFERENCE-COMMERCIAL INLAND MARINE COVERAGE
CL0100 - 0399	COMMON POLICY CONDITIONS
CL0126 - 0101	AMENDATORY ENDORSEMENT OHIO
CL0700 - 1006	VIRUS OR BACTERIA EXCLUSION
CL5999 - 0801	AMENDATORY ENDORSEMENT - PREMIUM DUE DATE
CM0001 - 0695	COMMERCIAL INLAND MARINE CONDITIONS
CM0140 - 0408	OHIO CHANGES
CM1001 - 0500	COMMERCIAL COMPUTER COVERAGE FORM
IM1669 - 1.0	REPLACEMENT COST ENDORSEMENT
IM7001 - 1201	CONTRACTORS' EQUIPMENT COVERAGE-SCHEDULED EQUIPMENT FOR
IM7006 - 0899	SCHEDULE OF COVERAGES-CONTRACTORS' EQUIPMENT COVERAGE

24-15 (01/08)



**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number		Description
IM7030	- 0799	EQUIPMENT SCHEDULE
IM7500	- 1.0	SCHEDULED PROPERTY FLOATER COVERAGE
IM7506	- 1.0	SCHEDULED PROPERTY DECLARATIONS

Date Issued: 07/12/2019

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

COMMERCIAL COMPUTER COVERAGE

COVERAGE

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location
ALL	ALL	BLANKET LOCATIONS

EQUIPMENT

Valuation: REPLACEMENT COST

Prem. No.	Bldg. No.	Limit of Insurance
ALL	ALL	\$ 3,870,343
All Covered Property In Any One Occurrence:		\$ 3,870,343

SOFTWARE

Prem. No.	Bldg. No.	Limit of Insurance
ALL	ALL	\$ 300,000
All Covered Property In Any One Occurrence:		\$ 300,000

EXTRA EXPENSE

Prem. No.	Bldg. No.	Limit of Insurance
ALL	ALL	\$ 300,000
All Covered Property In Any One Occurrence:		\$ 300,000

DEDUCTIBLE: \$ 1,000

RATES

Rate: INCL Per \$100

24-26 (03/99)

**COMMERCIAL COMPUTER COVERAGE (continued)**

**SPECIAL PROVISIONS (if any)**

**LAPTOPS - WHILE IN TRANSIT AND OFF PREMISES -**

**\$320,000.**

**MAXIMUM LIMIT OF \$10,000 FOR ANY ONE EMPLOYEE IN ANY ONE EVENT.**

**HARDWARE TO INCLUDE FIBRE LINES FOR SMART BOARDS ON AND OFF PREMISES.**

**UNNAMED LOCATION:**

**\$100,000 COMPUTER HARDWARE**

**\$ 10,000 COMPUTER SOFTWARE**

**Date Issued: 07/12/2019**

Forming a part of

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

INLAND MARINE COVERAGE PART DECLARATIONS EXTENSION

REVISES FORM CM1001

Form CM1001 Paragraph J2 is deleted and replaced by:

(2) An employees or student teachers vehicle; or

Date Issued: 07/12/2019

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

**COMMERCIAL INLAND MARINE LOSS PAYEE SCHEDULE**

LOSS PAYEE: We will pay according to the respective legal rights of you and the loss payee listed here:

STEVE AKERS  
104 YOUNG DRIVE  
MOUNT ORAB OH 45154

Applies to:

Prem. No.	Bldg. No./ Item No.	Description of Property	Loan Number
001	001	BUS MECANIC TOOLS	

MIKE NEWTON  
1070 HAYES AVE  
HAMILTON OH 45015

Applies to:

Prem. No.	Bldg. No./ Item No.	Description of Property	Loan Number
001	001	BUS MECHANIC TOOLS	

Date Issued: 07/12/2019

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

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INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

**Agent:**

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

## SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT COVERAGE

(The information required below may be indicated on a separate schedule or supplemental declarations.)

**LIMITS**

Limit of Insurance

**Catastrophe Limit** – The most "we" pay for loss in any one occurrence is:

\$ 90,000

Additional Debris Removal Expenses

Pollutant Cleanup and Removal

Newly Purchased Equipment

- Percentage of Catastrophe Limit
- Dollar Limit

**COINSURANCE** (check one)

80%     90%     100%     Other WAIVED

**VALUATION**

– Actual Cash Value

**DEDUCTIBLE**

Deductible Amount

\$ 500

**OPTIONAL COVERAGES AND ENDORSEMENTS**

Policy Number: CBP 9633657

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SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

Agent:  
CIC/LICKDYKE INSURANCE AGENCY  
Agent Code: 0021251      Agent Phone: (513)-684-7900

THIS ENDORSEMENT CHANGES THE CONTRACTORS' EQUIPMENT COVERAGE.  
PLEASE READ THIS CAREFULLY

**EQUIPMENT LEASED OR RENTED FROM OTHERS ENDORSEMENT**

**SCHEDULE**

(The information required below may be indicated on the "schedule of coverages".)

**Limit**

The most "we" pay for equipment leased or rented from others is:

**Reporting Conditions**

- Rate
- Deposit Premium
- Minimum Premium

Reporting Conditions Do Not Apply

**SUPPLEMENTAL COVERAGES**

**Property Leased or Rented From Others** -- "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased or rented from others.

**REPORTING CONDITIONS**

**Reporting Conditions** -- Within 30 days after the end of the policy period, "you" must report to "us" the total amount of "your" expenditures for "contractors' equipment" that "you" lease or rent from others.

"We" will compute the premium using the rate indicated for Equipment Leased or Rented From Others multiplied, per \$100, by the expenditures that "you" report to "us".

"We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium "we" will pay "you" the difference, subject to the described minimum premium.

If this coverage is canceled, "you" must report the total amount of expenditures up to and including the date of cancellation.

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:  
INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

Agent:  
CIC/LICKDYKE INSURANCE AGENCY  
Agent Code: 0021251      Agent Phone: (513)-684-7900

### EQUIPMENT SCHEDULE

(The information required below may be indicated on the "schedule of coverages".)

#### SCHEDULED EQUIPMENT

Item No.	Description of Equipment	Limit
1	MOWERS, TRACTORS AND GOLF CARTS	\$ 80,000
2	PROPERTY OF OTHERS IN CARE, CUSTODY AND CONTROL OF INSURED THROUGHOUT DISTRICT	\$ 10,000



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Agent:  
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Agent Code: 0021251      Agent Phone: (513)-684-7900

### SCHEDULED PROPERTY DECLARATIONS

(The entries required to complete this endorsement will be shown below, or on the "declarations".)

#### COVERED PROPERTY

Described Property	Limit
EMPLOYEE TOOLS ON SCHOOL PROPERTY	\$ 35,000
.	
SIMILAR PROPERTY OF OTHERS	\$ 10,000
.	

**DEDUCTIBLE**

Deductible Amount \$ 500

**COINSURANCE**

Coinsurance Percentage %

Check if coinsurance provisions are waived



**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)**

**LOCATION OF PREMISES**

Location Number	Address of All Premises You Own, Rent or Occupy
006	6200 DRAKE ROAD INDIAN HILL OH 45243
008	8939 MONTGOMERY ROAD CINCINNATI OH 45243
009	7754 MONTGOMERY ROAD CINCINNATI OH 45243
010	6905 GIVEN RD CINCINNATI OH 45243
011	9429 LOVELAND-MADEIRA CINCINNATI OH 45242
012	5650 GIVEN ROAD CINCINNATI OH 45243

**PREMIUM**

Class Code	Classification Description		Rates		Advance Premium	
	Premium Base	Territory Code	Prods/Comp Ops	All Other	Prods/Comp Ops	All Other
<b>OH</b>						
73555	<b>SCHOOL AMENDATORY ENDORSEMENT</b>					<b>\$ 300</b>
	<b>FLAT CHARGE</b>					
75438	<b>VIOLENT EVENT RESPONSE COVERAGE FOR SCHOOL</b>					
	2,047	999				<b>\$ 1,428</b>
79122	<b>DATA SECURITY COVERAGE DATA RESPONSE &amp; EXPENSES</b>					
	2,047	000				<b>\$ 1,259</b>

22-19 (01/08)

**AGENT COPY**

RENEWAL

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)

PREMIUM

Class Code	Classification Description		Rates		Advance Premium	
	Premium Base	Territory Code	Prods/Comp Ops	All Other	Prods/Comp Ops	All Other
79123	DATA SECURITY COVERAGE DATA DEFENSE & LIABILITY					
	2,047	000				\$ 1,259
79124	DATA SECURITY COVERAGE COMPUTER ATTACK/EXTORTION					
	2,047	000				\$ 2,109
79125	DATA SECURITY COVERAGE NETWORK SECURITY LIAB					
	2,047	000				\$ 961
92100	EMPLOYEE BENEFITS LIABILITY COVERAGE CG0435					
	315	000		\$ 0.245		\$ 440
	TOTAL EMPLOYEES					

LOCATION 001

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)**

**PREMIUM**

Class Code	Classification Description		Rates		Advance Premium	
	Premium Base	Territory Code	Prods/ Comp Ops	All Other	Prods/ Comp Ops	All Other
44194	<b>GRANDSTANDS OR BLEACHERS-IN BUILDINGS-NOT FOR PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT</b>					
	14	003	INCL	\$ 501.538	INCL	\$ 7,022
	<b>EACH BLEACHER</b>					
47469	<b>SCHOOLS-FACULTY LIABILITY FOR CORPORAL PUNISHMENT OF PUPILS PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT</b>					
	183	003	INCL	\$ 5.966	INCL	\$ 1,092
	<b>EACH FACULTY MEM</b>					
47471	<b>SCHOOLS - PUBLIC - ELEMENTARY, KINDERGARTEN OR JUNIOR HIGH PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT</b>					
	1,383	003	INCL	\$ 3.198	INCL	\$ 4,423
	<b>EACH STUDENT</b>					
47473	<b>SCHOOLS-PUBLIC-HIGH PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT</b>					
	670	003	INCL	\$ 4.414	INCL	\$ 2,957
	<b>EACH STUDENT</b>					
48638	<b>STADIUMS-OPERATED BY THE INSURED - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT</b>					
	36,360	003	INCL	\$ 5.649	INCL	\$ 205
	<b>GROSS SALES PER \$1000</b>					

Audit Period:

Total Advance Premium

**INCLUDED**

22-19 (01/08)

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**RENEWAL**

Forming a part of

**Policy Number: CBP 9633657**

**Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY**

**Named Insured:**

**INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE**

**Agent:**

**CIC/LICKDYKE INSURANCE AGENCY**

**Agent Code: 0021251**

**Agent Phone: (513)-684-7900**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)**

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

<b>Form Number</b>	<b>Description</b>
IL0017	- 1198 COMMON POLICY CONDITIONS
17-20	- 0718 SCHOOL AMENDATORY ENDORSEMENT
17-22	- 1202 EXCLUSION - LEAD
17-59CGL	- 0694 LIABILITY COVERAGE PART DECLARATION EXTENSION
17-98	- 1202 EXCLUSION - ASBESTOS
22-112	- 0107 NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)
22-115	- 0207 VIOLENT EVENT RESPONSE COVERAGE FOR SCHOOLS
22-164	- 0910 RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION
22-175	- 0913 EXCLUSION-TRAMPOLINES
22-180	- 0416 DATA & CYBER SECURITY COV DATA COMPROMISE
22-28	- 0407 POLLUTION EXCLUSION-EXCEPTION FOR CLASSROOM ACTIVITIES
22-31	- 0799 SEXUAL MISCONDUCT AND MOLESTATION LIABILITY EXCLUSION
22-66	- 0700 EXCLUSION-SCHOOL LAW ENFORCEMENT PROFESSIONAL LIABILITY
22-90	- 0204 EXCLUSION - SILICA
CG0001	- 1001 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0062	- 1202 WAR LIABILITY EXCLUSION
CG0435	- 0202 EMPLOYEE BENEFITS LIABILITY COVERAGE
CG2026	- 0704 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG2147	- 0798 EMPLOYMENT RELATED PRACTICES EXCLUSION
CG2167	- 0402 FUNGI OR BACTERIAL EXCLUSION
CG2173	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG2267	- 1093 CORPORAL PUNISHMENT

**22-19 (01/08)**

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**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)**

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

**Form Number**                      **Description**

**CL175**                      **- 0286 QUICK REFERENCE COMML GENERAL LIABILITY COVERAGE PART**

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**Date Issued: 07/12/2019**



Forming a part of

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS EXTENSION

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION - CG 2026

ADDITIONAL INSURED(S) FOR:

SCHOOL SUPPORT GROUP  
SCHEDULE

NAME OF PERSON OR ORGANIZATION:

INDIAN HILL PUBLIC SCHOOLS FOUNDATION

Date Issued: 07/12/2019

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

**EMPLOYERS STOP GAP LIABILITY COVERAGE PART DECLARATIONS**

**LIMITS OF INSURANCE**

Bodily Injury By Accident	\$ 1,000,000	Each Accident Limit
Bodily Injury By Disease	\$ 1,000,000	Policy Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee Limit
Aggregate Limit	\$ 2,000,000	

**PREMIUM**

State	Class Code	Classification Description Premium Base	Rate	Advance Premium
OH	94452	SCHOOL		
	94451	OHIO EXTENDED COVERAGE 19,164,490	\$ .009	INCLUDED
		EACH NIL		
Audit Period:		Total Advance Premium		\$ 500

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-11 - 0195	EMPLOYERS STOP GAP LIABILITY COVERAGE FORM
17-170 - 0198	OHIO CHANGES
17-64 - 0195	OHIO EXTENDED COVERAGE ENDORSEMENT
17-68 - 0195	QUICK REFERENCE EMPLOYERS STOP GAP LIAB COVERAGE PART

Date Issued: 07/12/2019

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

**SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART DECLARATIONS**

**THIS IS A CLAIMS MADE COVERAGE. READ YOUR COVERAGE FORM CAREFULLY.**

**LIMITS OF INSURANCE**

Each Wrongful Act Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Aggregate Defense Expense Amount- Non-Monetary Relief	\$ 100,000

**DEDUCTIBLE**

Amount	Basis of Deductible
\$ 5,000	One "Wrongful Act"

**RETROACTIVE DATE**

This insurance does not apply to "wrongful acts" committed before the Retroactive Date, if any, shown here: **06/30/2002**  
 (Enter Date or "None" if no Retroactive Date applies)

**PREMIUM**

Class Code	Classification Description	Premium Base	Advance Premium
OH 75333	ELEMENTARY AND SECONDARY SCHOOLS - PUBLIC	2,047	INCLUDED
	TOTAL STUDENT ENROLLMENT		
Minimum Premium:	Total Advance Premium		\$ 7,000
Audit Period:			

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-179 - 0798	AMENDMENT OF OTHER INSURANCE CONDITION

22-33 (01/08)

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**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
26-124	- 1012 DEDUCTIBLE INSURANCE-NON-MONETARY RELIEF CLAIMS
26-145	- 0208 AMENDATORY ENDORSEMENT
26-176	- 0811 LIMITED FIDUCIARY LIABILITY EXTENSION FOR SCHOOL
26-20	- 1299 SCHOOL LEADERS ERRORS & OMISSIONS COVERAGE FORM
26-21	- 1299 QUICK REFERENCE SCHOOL LEADERS ERRORS & OMISSIONS
26-24	- 1299 EXCL-EMINENT DOMAIN INVERSE CONDEMNATION ADVERSE POSS
26-25	- 1299 EXCLUSION - TAX ASSESSMENT
26-39	- 0700 EXCLUSION-SCHOOL LAW ENFORCEMENT PROFESSIONAL LIABILITY
17-105SEO-A	- 1095 ENDORSEMENT

Date Issued: 07/12/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**OHIO FINDING FOR RECOVERY AMENDMENT**  
**26-193 (07/18)**

This endorsement modifies insurance provided under the following:

**SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY  
COVERAGE PART**

A. Exclusion 8. Illegal Profit or Advantage does not apply as respects the coverage afforded by this endorsement.

B. The following is added to Section III - Limits Of Insurance And Deductible:

**Finding For Recovery - Each Wrongful Act Limit**

A Finding For Recovery - Each Wrongful Act Limit of \$25,000 is the most we will pay for the sum of all "loss" arising out of any one "wrongful act" that results in a "finding for recovery" to which this insurance applies. This Limit is not subject to the Each Wrongful Act Limit or the Aggregate Limit.

A single "wrongful act" or a series of causally connected "wrongful acts" will be considered one "wrongful act".

The Deductible amount, if any, does not apply to "loss" arising from a "finding for recovery".

C. For the purposes of the coverage afforded by this endorsement, the following is added to Section VI - Definitions, H. "Loss":

"Loss" also means monetary damages that include "public money" when a "finding for recovery" has been issued, during the "policy period", pursuant to ORC Section 117.28, against your bonded treasurer or manager for "public money" that was inappropriately or

illegally expended through the over payment  
of:

1. Salaries or wages to a teacher or coach;  
or

2. Severance to a former "employee".

**D. For the purposes of the coverage afforded by  
this endorsement, the following definitions  
are added to Section VI - Definitions:**

"Finding for recovery" means finding for  
recovery as defined in ORC 9.24.

"Public money" means public money as defined  
in ORC 117.01.

Forming a part of

Policy Number: CBP 9633657	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	Agent: CIC/LICKDYKE INSURANCE AGENCY  Agent Code: 0021251      Agent Phone: (513)-684-7900

**SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART DECLARATIONS**

**LIMITS OF INSURANCE**

Each Loss Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Innocent Party Aggregate Defense Expense Amount	EXCLUDED

**DEDUCTIBLE**

Amount	Basis of Deductible
\$ 5,000	"One Wrongful Act"

**PREMIUM**

Class Code	Classification Description	Premium Base	Advance Premium
OH			
73558	SEXUAL MISCONDUCT AND MOLESTATION LIABILITY	2,047	INCLUDED
		EACH STUDENT	
Audit Period:		Total Advance Premium	\$ 1,500

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-180 - 0798	AMENDMENT OF OTHER INSURANCE CONDITION
17-496 - 0512	SEXUAL MISCONDUCT & MOLESTATION LIABILITY-DEDUCTIBLE
17-78 - 0399	SEXUAL MISCONDUCT & MOLESTATION LIAB COVERAGE FORM
17-82 - 0595	QUICK REFERENCE SEXUAL MISCONDUCT & MOLESTATION LIAB

Date Issued: 07/12/2019

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

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

## SCHOOL AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Paragraph 2. of provision L. **Medical Payments Limitation – Students** applies only when a Student Medical Expense Limit is shown below:

**Student Medical Expense Limit:** NONE                      **Each Student**

#### A. Professional Services Liability

1. The following is added to Paragraph 1. **Insuring Agreement** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

“Bodily injury” arising out of the rendering of or failure to render “covered professional services” to others by an “employee” shall be deemed to be caused by an “occurrence” but only if such acts or omissions are committed within the scope of his or her employment by you.

With respect to **Section III – Limits Of Insurance**, Paragraph 5., any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one “occurrence”.

2. With respect to the Professional Services Liability insurance provided by this provision, the following exclusion is added to Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

#### Professional Services Liability

“Bodily injury” arising out of any act or omission that:

- (1) Is in fact criminal, fraudulent, malicious or deliberately dishonest; or
- (2) Occurs prior to the inception date of this coverage:
  - (a) Of which the insured had knowledge before the inception date of this coverage and reasonably could have expected a claim might result; or
  - (b) For which other valid and collectible insurance is available to the insured.



3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, Paragraph **2.a.(1)(d)** under **Section II – Who Is An Insured** does not apply to the rendering of or failure to render “covered professional services” by an “employee” within the scope of his or her employment by you.
4. For the purposes of coverage afforded under this endorsement, the following is added to **Section V – Definitions**:  

“Covered professional services” means professional services, treatment, advice or instruction provided by nurses, psychologists, mental health counselors, psychometric counselors, occupational or physical therapists, hearing and speech therapists, athletic trainers, emergency medical technicians or paramedics.
5. The insurance afforded under this provision is excess over any of the other professional liability insurance whether primary, excess, contingent or on any other basis.

**B. Medical Malpractice Limitation**

With respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” caused by:

1. The rendering of or failure to render:
  - a. Medical, surgical, dental, x-ray, or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of or failure to furnish or dispense drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

Nursing service, treatment, advice or instruction and health or therapeutic service, treatment, advice or instruction include but are not limited to the rendering of or failure to render “covered professional services” as defined in Paragraph **A.4.** of this endorsement.

**C. School Broadcasting And Publication – Personal And Advertising Injury Liability Extension**

1. Exclusion **j.(1)** under Paragraph **2.**, **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**, does not apply within the scope of your activities as a school.
2. The following is added to **Section IV – Commercial General Liability Conditions**:

**Retraction Or Correction Of Erroneous Matter**

Retraction or correction shall be promptly made of any matter which has been published or broadcasted through error or mistake, or which is untrue.

3. Paragraph 1. under **Section V – Definitions** is replaced by:

1. “Advertisement” means an announcement that is broadcast or published in the print, broadcast or electronic media to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Announcements that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for the purpose of attracting customers or supporters; 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.

**D. Expected Or Intended Injury Extension**

Exclusion a. **Expected Or Intended Injury** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**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” or “property damage” resulting from the use of reasonable force to protect persons or property.

**E. Pollution Exclusion – Exception For Classroom Instruction Activities**

1. The following is added to provision **(1)(a)** of Exclusion f., **Pollution** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:

However, this exclusion does not apply to “bodily injury” or “property damage” that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

2. When the Total Pollution Exclusion endorsement CG 21 55 or CG 21 65 is made a part of this Policy, Paragraph 1. above does not apply and the following is added to provision **(1)** of Exclusion f. **Pollution** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** as amended by either endorsement CG 21 55 or CG 21 65:

However, this exclusion does not apply to “bodily injury” or “property damage” that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

**F. Non-Owned Aircraft**

Except with respect to the transportation of students, Exclusion g., **Aircraft, Auto Or Watercraft** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft that an insured does not own, provided:

1. It is hired or chartered by or loaned to an insured with a trained, paid crew;
2. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
3. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

## G. Unmanned Aircraft

1. Exclusion **g., Aircraft, Auto Or Watercraft** under Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended by adding the following:

This exclusion does not apply to unmanned aircraft operations if the:

- (1) Unmanned aircraft weighs less than 55 pounds and has a maximum airspeed of less than 100 miles per hour.
  - (2) Operations comply with all Federal Aviation Administration Regulations and Requirements pertaining to unmanned aircraft; and
  - (3) Operations are included within the insured's operations as a school.
2. The following exclusion is added to Paragraph **2., Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "personal and advertising injury" arising out of unmanned aircraft operations included within the insured's operations as a school.

## H. Non-Owned Watercraft

Except with respect to the transportation of students, Exclusion **g.(2), Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;

The insurance afforded under this provision is excess over any of the other insurance whether primary, excess, contingent or on any other basis.

## I. Transportation Of Students Limitation

With respect to the transportation of students, Exclusion **g., Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the 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.

**J. Personal Property Of Others – Care, Custody Or Control Extension**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of “property damage” to personal property of others while in the insured’s care, custody or control. This insurance applies only to “property damage” arising out of the insured’s operations as a school.
2. Except with respect to “property damage” resulting from the use of elevators, Exclusion **j.(4)**, under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, does not apply to the coverage provided by this provision.
3. Subject to **4.** below, the most we will pay for “property damage” to personal property of others while in the insured’s care, custody or control arising from any one “occurrence” is \$100,000. This amount is subject to the Each Occurrence Limit described in Paragraph **5.** of **Section III – Limits Of Insurance.**
4. The most we will pay for the sum of all “property damage” to personal property of others while in the insured’s care, custody or control in an annual policy period is \$100,000. This amount is subject to the General Aggregate Limit described in Paragraph **2.** of **Section III – Limits Of Insurance.**
5. We will not pay for “property damage”, under this provision, until the amount of “property damage” exceeds \$250.

**K. Medical Payments Extension**

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

1. Paragraph **7.** of **Section III – Limits Of Insurance** is replaced by the following:
  7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person other than your student. The Medical Expense Limit is the greater of:
    - a. \$15,000; or
    - b. The Medical Expense Limit shown in the Declarations.
2. The second subparagraph **(2)** of Paragraph **1.a. Insuring Agreement** under **Coverage C – Medical Payments** is replaced by the following:

**(2)** The expenses are incurred and reported to us within three years of the date of the accident; and

**L. Medical Payments Limitation – Students**

1. If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part, the following is added to Paragraph **2.**, **Exclusions** under **Section I – Coverage C – Medical Payments:**

We will not pay expenses for “bodily injury” to your students.
2. When a Student Medical Expense Limit is shown in the Schedule of this endorsement, Paragraph **1.** of this provision does not apply and the following is added to **Section III – Limits Of Insurance:**

Subject to **5.** above, the Student Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one of your students.

**M. Increased Cost Of Bail Bonds And Loss Of Earnings – Extension Of Supplementary Payments – Coverages A And B**

**Supplementary Payments – Coverages A And B** is amended as follows:

1. Paragraph **1.b.** is replaced by the following:
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** is replaced by the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**N. Criminal Acts Defense Expense Coverage**

1. The following is added to **Supplementary Payments – Coverages A And B:**

Subject to a Criminal Acts Defense Expense Coverage Aggregate Amount of \$50,000 and at your request, we will reimburse the insured for "defense expenses" incurred in the defense of a criminal action or criminal proceeding brought against the insured and commencing during the policy period but only if:

- a. The criminal action or criminal proceeding arose from acts committed within the scope of employment by you or while performing duties related to the conduct of your business; and
- b. The insured is acquitted or the charges are dropped; and
- c. The "defense expenses" are reported to us within one year of the acquittal or dropped charges.

We have no duty to defend the insured. The insured must select an attorney of his or her choice for representation in the criminal action or criminal proceeding. Our obligation to reimburse "defense expenses" ends when the Criminal Acts Defense Expense Coverage Aggregate Amount has been used up in the reimbursement of "defense expenses".

2. The coverage provided under Paragraph **1.** of this provision does not apply to "defense expenses" incurred for:
  - a. Appeals after a guilty verdict is rendered at the first trial;
  - b. Any retrial upon an entry of a mistrial after verdict; or
  - c. Any retrial after appeal.
3. Regardless of the number of insureds, criminal actions or criminal proceedings, the Criminal Acts Defense Expense Coverage Aggregate Amount is the most we will reimburse all insureds under Paragraph **1.** of this provision for the sum of all "defense expenses". If the policy period is for more than one year, the Criminal Acts Defense Expense Coverage Aggregate Amount applies separately to each consecutive annual period, and to any remaining period of less than 12 months starting with the beginning of the policy period. But if the policy period is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for the purposes of determining the Criminal Acts Defense Expense Coverage Aggregate Amount.
4. As used in this provision, "defense expenses" means those reasonable and necessary expenses that result from the defense of a specific criminal action or criminal proceeding brought against the insured, including:
  - a. Attorney and paralegal fees and expenses; and
  - b. Costs of legal proceedings"Defense expenses" does not include loss of earnings or any fines or penalties imposed by law.
5. The insurance provided by this provision does not apply if there is available to the insured:
  - a. Any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis; or
  - b. Any other provision of this Policythat would also apply to the expenses covered under this provision.

**O. Extension Of Who Is An Insured**

1. Paragraph 2. of **Section II – Who Is An Insured** is amended to include as an insured:

- a. Any of the following but only with respect to their duties in connection with the positions described below:
  - (1) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
  - (2) Any of your board members or commissioners if you are a public board or commission; or
  - (3) Any student teachers teaching as part of their educational requirements.
- b. Any club or organization, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization. Clubs or organizations include, but are not limited to:
  - (1) Parent support groups or booster clubs;
  - (2) Student groups; or
  - (3) Alumni groups.

A club's or organization's directors, officers or members are also insureds, while acting within the scope of their duties for such club or organization.

- c. Any affiliated subsidiary, organization, board, commission, foundation or endowment that you own or control more than 50% of such entity.

The insurance provided by this provision does not apply if there is available to the insured any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis that would apply to the insurance provided under this provision.

- d. Any of your students who are members of a safety patrol which you have organized or operate, but only for "bodily injury" or "property damage" that occurs while performing duties related to the conduct of such safety patrol. This includes the parents or legal guardian of such student, but only with respect to his or her liability as a parent or guardian because of "bodily injury" or "property damage" arising out of the operation of such safety patrol.

The insurance provided by this provision is excess over any of the other insurance available to the insured, whether primary, excess, contingent or on any other basis.

2. Definitions 5. and 19. under **Section V – Definitions**, are replaced by the following:

- 5. "Employee" includes a "leased worker" or a substitute teacher. "Employee" does not include a "temporary worker".
- 19. "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. "Temporary worker" does not include a substitute teacher.

**P. Coverages A and B Extension – Co-Employees And Volunteer Workers**

Except with respect to "bodily injury" or "personal and advertising injury" to a person arising out of employment-related practices, **Section II – Who Is An Insured** is modified as follows:

1. Paragraph **2.a.(1)(a)** is replaced by the following:
  2. **a. (1)** “Bodily injury” or “personal and advertising injury”:
    - (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
2. Paragraphs **2.a.(1)(b)** and **3.a.** are deleted.

Employment-related practices means refusal to employ that person, termination of that person’s employment, or practices, policies, acts or omissions related to employment, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person.

**Q. Newly Acquired Or Formed Organizations**

Paragraph **4.a.** of **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

**R. Additional Insureds – By Contract, Agreement Or Permit**

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your Policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or part, by:

- a. Your ongoing operations performed for that person or organization;
- b. Premises or facilities owned or used by you; or
- c. Your maintenance, operation or use of equipment rented or leased to you by such person or organization.

With respect to Paragraph **1.a.** above, a person’s or organization’s status as an insured under this provision ends when your operations for that person or organization are completed.

With respect to Paragraph **1.b.** above, a person’s or organization’s status as an insured under this provision ends when their contract or agreement with you for such premises or facilities ends.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This provision does not apply:
  - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the “bodily injury”, “property damage” or “personal and advertising injury”;

- b. To “bodily injury” or “property damage” occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities;
- d. To “bodily injury”, “property damage” or “personal and advertising injury” arising out of any act, error or omissions that results from the additional insured’s sole negligence or wrongdoing;
- e. To any lessor of equipment after the equipment lease expires, or
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this Policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**S. Additional Insured – Vendors**

- 1. Paragraph 2. of **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that distribute or sell “your products” in the regular course of their business, hereafter referred to as vendors, to whom you are obligated by a written agreement to procure additional insured coverage under your Policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

**2. Exclusions**

With respect to the insurance provided by this provision, the following additional exclusions apply:

- a. This insurance does not apply to:
  - (1) “Bodily injury” or “property damage” for which the vendor 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 that the vendor would have in the absence of the contract or agreement;



- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Paragraphs (4) or (6); or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. The insurance afforded to any person or organization as an insured under this provision:

- a. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the Limits of Insurance provided by this Policy;
- b. Does not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement attached to this Policy applies to that person or organization with regard to the "bodily injury" or "property damage";
- c. Applies only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement; and
- d. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs.

**T. Primary And Noncontributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

The following is added to Condition 4., **Other Insurance** under **Section IV – Commercial General Liability Conditions**:

### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your Policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

### U. Property Damage Liability – Elevators

1. Paragraphs (3), (4), and (6) under Exclusion j, **Damage To Property of Section I – Coverage A – Bodily Injury And Property Damage Liability**, do not apply if such “property damage” results from the use of elevators.
2. The insurance afforded by this provision is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

### V. Damage By Fire, Lightning, Explosion, Smoke Or Leakage

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:
  - a. The fourth from the last Paragraph of Exclusion j, **Damage To Property** is replaced by the following:

Paragraphs (1), (3), and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
  - b. The last Paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
2. Paragraph 6. under **Section III – Limits Of Insurance**, is replaced by the following:
  6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:
    - a. \$500,000; or
    - b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

3. The word “fire” is replaced with “fire, lightning, explosion, smoke or leakage from automatic fire protection systems” where it appears in:
  - a. **Section IV – Commercial General Liability Conditions**, Condition 4., **Other Insurance**, Paragraph **b. Excess Insurance**, Paragraph **(1)(b)**; and
  - b. **Section V – Definitions**, Paragraph **9.a.**

**W. Location(s) General Aggregate Limit**

1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which can be attributed only to operations at a single “location”:
  - a. A separate Location General Aggregate Limit applies to each “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - b. The Location General Aggregate Limit is the most we will pay for the sum of all damages under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **Section I – Coverage C – Medical Payments** regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or “suits” brought; or
    - (3) Persons or organizations making claims or bringing “suits”.
  - c. Any payments made under **Section I – Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Section I – Coverage C – Medical Payments** for medical expenses shall reduce the Location General Aggregate Limit for that “location”. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other “location”.
  - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You, and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which cannot be attributed only to operations at a single “location”:
  - a. Any payments made under **Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Coverage C – Medical Payments** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit whichever is applicable; and
  - b. Such payments shall not reduce any Location General Aggregate Limit.
3. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Location General Aggregate Limit.
4. For the purposes of this provision, the following is added to **Section V – Definitions**:  
 “Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
5. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this provision shall continue to apply as stipulated.

**X. Waiver Of Transfer Of Rights Of Recovery Against Others To Us – When Required In A Written Contract Or Agreement With You**

The following Paragraph is added to Condition **8.**, **Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against a person or organization 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” provided:

- a. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
- b. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**Y. Knowledge Of Occurrence, Offense, Claim Or Suit**

Except with respect to Professional Liability Paragraph **2.(2)(a)** in Section **A.**, **Professional Services Liability** of this endorsement, the following is added to Condition **2.**, **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any insured shall not in itself constitute knowledge of the insured unless your school superintendent, business manager or a person who has been designated by them to receive reports of “occurrences”, offenses, claims and “suits” shall have received such notice from the agent, servant or “employee”.

**Z. Failure To Disclose Hazards And Prior Occurrences**

The following is added to Condition **6.**, **Representations** under **Section IV – Commercial General Liability Conditions**:

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of the Policy shall not prejudice the coverage afforded by this Policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

**AA. Liberalization Clause**

If we revise this School Amendatory Endorsement to provide more coverage without additional premium charge, your Policy will automatically provide the coverage as of the day the revision is effective in your state.

**BB. Bodily Injury Redefined**

The definition of “bodily injury” in Paragraph **3.** of **Section V – Definitions** is replaced by the following:

3. “Bodily injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

**Named Insured:**

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

**Agent:**

CIC/LICKDYKE INSURANCE AGENCY

**Agent Code:** 0021251**Agent Phone:** (513)-684-7900

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

SEE 17-59CGL

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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

<b>Policy Number: CBP 9633657</b>	
<b>Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY</b>	
<b>Named Insured:</b> INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT REFER TO NAMED INSURED SCHEDULE	<b>Agent:</b> CIC/LICKDYKE INSURANCE AGENCY  <b>Agent Code: 0021251      Agent Phone: (513)-684-7900</b>

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

**EMPLOYEE BENEFITS LIABILITY COVERAGE**

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Coverage	Limit Of Insurance		Deductible		Premium
Employee Benefits Programs	\$ 1,000,000	each employee	\$ 1,000	each employee	\$INCLUDED
	\$ 3,000,000	aggregate			
Retroactive Date:	06/30/2002				

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

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

**COVERAGE – EMPLOYEE BENEFITS LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages 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 is limited as described in Paragraph E. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 damages only if:
  - (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
  - (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
  - (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph G. of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
  - (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
  - (2) When we make settlement in accordance with Paragraph 1.a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.
- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, 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

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.

**B. For the purposes of the coverage provided by this endorsement:**

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A, B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

**C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 4. of Section II – Who Is An Insured are replaced by the following:**

**2. 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.
- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:**
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**D. For the purposes of the coverage provided by this endorsement, Paragraph 3. of Section II – Who Is An Insured does not apply.**

**E. For the purposes of the coverage provided by this endorsement, Section III – Limits Of Insurance is replaced by the following:**

**1. Limits Of Insurance**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) 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".

The Limits of Insurance of this endorsement 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 of the policy to which this endorsement is attached, 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.



## 2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend any "suits" seeking those damages; and
  - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

F. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Conditions** are replaced by the following:

### 2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- 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 an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, 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**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
  - (a) No Retroactive Date is shown in the Schedule of this insurance; or
  - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty 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.
- (3) 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 the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) 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 Schedule of this endorsement.

**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 limits of insurance of all insurers.

- G.** For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

**EXTENDED REPORTING PERIOD**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - a. This endorsement is canceled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

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

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

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **E.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **E.1.c.**

- H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

- a. Providing information 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 any demand, 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.

- I. For the purposes of the coverage provided by this endorsement, Definitions **5.** and **18.** in the **Definitions** Section are replaced by the following:

5. "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".

18. "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.

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

## Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

## Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

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

**DEDUCTIBLE INSURANCE – NON-MONETARY RELIEF CLAIMS**

This endorsement modifies insurance provided under the following:

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**SCHEDULE**

**DEDUCTIBLE – NON-MONETARY RELIEF CLAIMS:**

Amount	Basis of Deductible
\$ 5,000	Each "Wrongful Act"

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

The following is added to paragraph **F. Deductible** under **SECTION III – LIMITS OF INSURANCE:**

With respect to any "claim" seeking only injunctive or other non-monetary relief that we investigate or settle, or any "suit" seeking only injunctive or other non-monetary relief against an insured we defend:

1. Our obligation to pay under this Coverage Part applies only to "defense expenses" and "legal fees" in excess of the Deductible Amount, if any, shown in the Schedule of this endorsement. The Aggregate Defense Expense Amount – Non-Monetary Relief will not be reduced by the amount of such deductible.
2. The Deductible Amount applies to "defense expenses" and "legal fees" arising from all "claims" made because of one "wrongful act". A single "wrongful act" or a series of causally connected "wrongful acts" will be considered one "wrongful act".
3. The terms of this insurance including our right and duty to defend the insured against any "suit" seeking only injunctive or other non-monetary relief (**Section I.B.1.b.**) and your duties in the event of "wrongful act", "claim" or "suit" (**SECTION IV.B.**) apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.
5. In the event that a "wrongful act" results in both a non-monetary relief "claim" and a monetary "claim" seeking "loss", the Deductible Insurance – Non-Monetary Relief Claims Amount will apply to the non-monetary relief "claim" and the School Leaders Errors and Omissions Deductible Amount will apply to the monetary "claim". Payment of one deductible shall not affect an insured's obligations toward payment of the other deductible.

All other terms, conditions and exclusions shall remain the same.

Policy Number: CBP 9633657

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

INDIAN HILL EXEMPTED VILLAGE  
SCHOOL DISTRICT  
REFER TO NAMED INSURED SCHEDULE

Agent:

CIC/LICKDYKE INSURANCE AGENCY

Agent Code: 0021251

Agent Phone: (513)-684-7900

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

**DATA & CYBER SECURITY COVERAGE  
DATA COMPROMISE, ATTACK & EXTORTION AND NETWORK SECURITY  
LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Data & Cyber Security Coverage has been endorsed onto your Commercial General Liability coverage as a matter of convenience for policy issuance. The coverage and service provided under this endorsement are separate from your Commercial General Liability coverage. Data & Cyber Security Coverage includes reimbursement of specified legal expenses as well as defense and liability against certain claims, but such coverage is subject to the coverage limits set forth in this endorsement. The limits and deductibles applicable to this endorsement are separate from the limits and deductibles that apply to your Commercial General Liability coverage. The Common Policy Conditions apply to coverage under this Data & Cyber Security Coverage.

The following is added as an Additional Coverage. Coverage under this endorsement is subject to the following Schedule:

**SCHEDULE**

**A. DATA COMPROMISE COVERAGE**

**SECTION 1 – RESPONSE EXPENSES**

**Data Compromise**

**Response Expenses Limit:** \$ 1,000,000  
Annual Aggregate

**Sublimits\***

**Named Malware (Section 1):** \$ 50,000  
**Forensic IT Review:** \$ 100,000  
**Legal Review:** \$ 100,000  
**PR Services:** \$ 5,000  
**Regulatory Fines and Penalties:** \$ 25,000  
**PCI Fines and Penalties:** \$ 25,000

**Response Expenses Deductible\*:** \$ 10,000

\*Any one "Personal Data Compromise"

**SECTION 2 – DEFENSE AND LIABILITY**

**Data Compromise**

**Defense and Liability Limit:** \$ 1,000,000  
Annual Aggregate

**Sublimits**

**Named Malware (Section 2):** \$ 50,000  
Any one "Personal Data Compromise"  
**Defense and Liability Deductible:** \$ 10,000  
Each "Data Compromise Suit"

**B. ATTACK & EXTORTION AND NETWORK SECURITY LIABILITY COVERAGE**

**SECTION 1 – ATTACK & EXTORTION**

**Attack & Extortion Limit:** \$ 1,000,000  
Annual Aggregate

**Sublimits\***

**Data Re-creation:** \$ 50,000  
**Loss of Business:** \$ 10,000  
**Public Relations:** \$ 5,000  
**Cyber Extortion Expenses:** \$ 25,000

**Attack & Extortion Deductible\*\*:** \$ 10,000

\*\*Per Occurrence

**SECTION 2 – NETWORK SECURITY LIABILITY**

**Network Security Liability Limit:** \$ 1,000,000  
Annual Aggregate

**Network Security Liability Deductible:** \$ 10,000  
Per Occurrence

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

## **A. DATA COMPROMISE COVERAGE**

### **SECTION 1 – RESPONSE EXPENSES**

#### **DATA COMPROMISE COVERED CAUSE OF LOSS**

Data Compromise Coverage applies only if all of the following conditions are met:

1. There has been a “personal data compromise”; and
2. Such “personal data compromise” is first discovered by you during the policy period for which this Data Compromise Coverage is applicable; and
3. Such “personal data compromise” is reported to us as soon as practicable but in no event later than 60 days after the date it is first discovered by you.

### **SECTION 1 – COVERAGE**

If the three conditions listed above in Data Compromise Covered Cause Of Loss have been met, then we will pay for the following expenses when they arise directly from the covered cause of loss and are necessary and reasonable. Coverages **4** and **5** below apply only if there has been a notification of the “personal data compromise” to “affected individuals” as described in Coverage **3** below.

#### **1. Forensic IT Review**

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the “personal data compromise” and the number and identities of the “affected individuals”.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with PCI or other industry security standards; or
- c. The nature or extent of loss or damage to data that is not “personally identifying information” or “personally sensitive information”.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

#### **2. Legal Review**

We will pay for a professional legal counsel review of the “personal data compromise” to determine how you should best respond, if there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

#### **3. Notification to Affected Individuals**

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

#### **4. Services to Affected Individuals**

We will pay your necessary and reasonable costs to provide the following services to “affected individuals”.

- a. The following services are provided after any covered “personal data compromise”.

**(1) Informational Materials**

A packet of loss prevention and customer support information.

**(2) Help Line**

A toll-free telephone line for “affected individuals” with questions about the “personal data compromise”. Where applicable, the line can also be used to request additional services as listed in **b. (1)** and **(2)**.

- b.** The following additional services are provided after “personal data compromise” events involving “personally identifying information”.

**(1) Credit Report and Monitoring**

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the “affected individual” enrolling for this service with the designated service provider.

**(2) Identity Restoration Case Management**

As respects any “affected individual” who is or appears to be a victim of “identity theft” that may reasonably have arisen from the “personal data compromise”, the services of an identity restoration professional who will assist that “affected individual” through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

**5. PR Services**

We will pay for a professional public relations firm to review and respond to the potential impact of the “personal data compromise” on your business relationships.

This includes costs to implement the public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with “affected individuals”. However, we will not pay for promotions provided to any of your directors or employees. The maximum we will pay is \$25 per “affected individual”.

**6. Regulatory Fines and Penalties**

We will pay any fine or penalty imposed under state law, to the extent such fine or penalty is legally insurable.

**7. PCI Fines and Penalties**

We will pay any Payment Card Industry (PCI) fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

**SECTION 1 – LIMITS**

The most we will pay under Response Expenses coverage is the Data Compromise Response Expenses Limit indicated for this endorsement. If no limit is shown or is shown as blank or Excluded on the Schedule at the top of this endorsement, then the Data Compromise Response Expenses coverage will be considered to have a limit of \$0 and neither the Data Compromise Response Expenses coverage nor any of the Coverage **A.– Section 1** coverage components are included.

The Data Compromise Response Expenses Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Coverage **A.– Section 1** arising out of all “personal data compromise” events which are first discovered by you during the current annual policy period. This limit applies regardless of the number of “personal data compromise” events discovered by you during that period.



A “personal data compromise” may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “personal data compromise” will be subject to the Data Compromise Response Expenses Limit applicable to the policy period when the “personal data compromise” was first discovered by you.

The most we will pay under Response Expenses coverage for loss arising from any “malware-related compromise” is the Named Malware (Section 1) sublimit indicated for this endorsement. For the purpose of the Named Malware (Section 1) sublimit, all “malware-related compromises” that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single “personal data compromise”.

The most we will pay under Forensic IT Review, Legal Review, PR Services, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for loss arising from any one “personal data compromise” is the applicable sublimit for each of those coverages indicated for this endorsement. These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Limit. PR Services coverage is also subject to a limit per “affected individual” as described in 5. PR Services.

Coverage for Services to “affected individuals” is limited to costs to provide such services for a period of up to one year from the date of the notification to the “affected individuals”. Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

### **SECTION 1 – DEDUCTIBLE**

Response Expenses coverage is subject to the Response Expenses Deductible indicated for this endorsement. You shall be responsible for such deductible amount as respects each “personal data compromise” covered under this endorsement.

### **SECTION 2 – DEFENSE AND LIABILITY**

#### **DEFENSE AND LIABILITY COVERED CAUSE OF LOSS**

Data Compromise Coverage applies only if all three of the conditions in Data Compromise Covered Cause Of Loss are met.

Only with regard to Coverage A.– Section 2– Defense and Liability coverage, the following conditions must also be met:

1. You have provided notifications and services to “affected individuals” in consultation with us pursuant to Response Expenses coverage; and
2. You receive notice of a “data compromise suit” brought by one or more “affected individuals” or by a governmental entity on behalf of one or more “affected individuals”; and
3. Notice of such “data compromise suit” is received by you within two years of the date that the “affected individuals” are notified of the “personal data compromise”; and
4. Such “data compromise suit” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

### **SECTION 2 – COVERAGE**

If all of the conditions listed above in Defense And Liability Covered Cause Of Loss have been met, then we will provide coverage for “data compromise defense costs” and “data compromise liability” directly arising from the covered cause of loss.

## **SECTION 2 – LIMITS**

The most we will pay under Defense and Liability coverage (other than post-judgment interest) is the Data Compromise Defense and Liability Limit indicated for this endorsement. If no limit is shown or is shown as blank or Excluded on the Schedule at the top of this endorsement, then the Data Compromise Defense and Liability coverage will be considered to have a limit of \$0.

The Data Compromise Defense and Liability Limit is an annual aggregate limit. This amount is the most we will pay for all loss covered under Coverage **A**– Section **2** (other than post-judgment interest) arising out of all “personal data compromise” events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of “personal data compromise” events discovered by you during that period.

A “personal data compromise” may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “personal data compromise” (other than post-judgment interest) will be subject to the Data Compromise Defense and Liability Limit applicable to the policy period when the “personal data compromise” was first discovered by you.

The most we will pay under Defense and Liability coverage for loss arising from any “malware-related compromise” is the Named Malware (Section 2) sublimit indicated for this endorsement. For the purpose of the Named Malware (Section 2) sublimit, all “malware-related compromises” that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single “personal data compromise”. This sublimit is part of, and not in addition to, the Defense and Liability Limit.

## **SECTION 2 – DEDUCTIBLE**

Defense and Liability coverage is subject to the Defense and Liability Deductible indicated for this endorsement. You shall be responsible for such deductible amount as respects each “data compromise suit” covered under this endorsement.

## **EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO DATA COMPROMISE SECTIONS 1 AND 2**

### **DATA COMPROMISE EXCLUSIONS**

The following additional exclusions apply to this coverage:

We will not pay for costs arising from the following:

1. Your intentional or willful complicity in a “personal data compromise”.
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
3. Any “personal data compromise” occurring prior to the first inception of this Data Compromise Coverage or any coverage substantially similar to that described in this Data Compromise Coverage, regardless of whether we issued the coverage.
4. Costs to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a “personal data compromise”.
5. Any fines or penalties imposed under federal law including, but not limited to HIPAA fines and penalties.
6. Any criminal investigations or proceedings.
7. Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.

8. Any “personal data compromise” involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission.
9. Your reckless disregard for the security of “personally identifying information” or “personally sensitive information” in your care, custody or control.
10. That part of any “data compromise suit” seeking any non-monetary relief.
11. Any amount not insurable under applicable law.

#### **DATA COMPROMISE ADDITIONAL CONDITIONS**

The following Additional Conditions apply to all coverages under Data Compromise Coverage.

##### **A. Data Compromise Liability Defense**

1. We shall have the right and the duty to assume the defense of any applicable “data compromise suit” against you. You shall give us such information and cooperation as we may reasonably require.
2. You shall not admit liability for or settle any “data compromise suit” or incur any defense costs without our prior written consent.
3. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such “data compromise suit” independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
4. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any “data compromise suit”, after the Data Compromise Defense and Liability Limit has been exhausted.
5. We shall pay all interest on that amount of any judgment within the Data Compromise Defense and Liability Limit which accrues:
  - a. after entry of judgment; and
  - b. before we pay, offer to pay or deposit in court that part of the judgment within the Data Compromise Defense and Liability Limit or, in any case, before we pay or offer to pay the entire Data Compromise Defense and Liability Limit.

These interest payments shall be in addition to and not part of the Data Compromise Defense and Liability Limit.

##### **B. Duties in the Event of a “Data Compromise Suit”**

1. If a “data compromise suit” is brought against you, you must:
  - a. Immediately record the specifics of the “data compromise suit” and the date received; and
  - b. Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the “data compromise suit” is first received by you.
  - c. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “data compromise suit”;
  - d. Authorize us to obtain records and other information;
  - e. Cooperate with us in the investigation, settlement or defense of the “data compromise suit”;

- f. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
  - g. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “data compromise suit”.
2. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
  3. If you become aware of a claim or complaint that may become a “data compromise suit”, you shall promptly inform us of such claim or complaint.

#### **C. Due Diligence**

You agree to use due diligence to prevent and mitigate costs covered under this Data Compromise Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
2. Providing and maintaining appropriate computer and Internet security;
3. Maintaining and updating at appropriate intervals backups of computer data;
4. Protecting transactions, such as processing credit card, debit card and check payments; and
5. Appropriate disposal of files containing “personally identifying information” or “personally sensitive information”, including shredding hard copy files and destroying physical media used to store electronic data.

#### **D. Legal Advice**

We are not your legal advisor. Our determination of what is or is not covered under this Data Compromise Coverage does not represent advice or counsel from us about what you should or should not do.

#### **E. Pre-Notification Consultation**

You agree to consult with us prior to the issuance of notification to “affected individuals”. We assume no responsibility under this Data Compromise Coverage for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition F. Service Providers. You must provide the following at our pre-notification consultation with you:

1. The exact list of “affected individuals” to be notified, including contact information.
2. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals”.
3. The scope of services that you desire for the “affected individuals”. For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available Response Expenses Limit.

#### **F. Service Providers**

1. We will only pay under this Data Compromise Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Coverage. We will not unreasonably withhold such approval.

2. Prior to the Pre-Notification Consultation described in Additional Condition E. above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - a. Such alternate service provider must be approved by us;
  - b. Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - c. Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

#### **G. Services**

The following conditions apply as respects any services provided to you or any “affected individual” by us, our designees or any service firm paid for in whole or in part under this Data Compromise Coverage:

1. The effectiveness of such services depends on your cooperation and assistance.
2. All services may not be available or applicable to all individuals. For example, “affected individuals” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
4. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

#### **DATA COMPROMISE DEFINITIONS**

With respect to the provisions of this Data Compromise Coverage only, the following definitions are added:

1. “Affected Individual” means any person who is your current, former or prospective customer, client, member, owner, director or employee and whose “personally identifying information” or “personally sensitive information” is lost, stolen, accidentally released or accidentally published by a “personal data compromise” covered under this endorsement. This definition is subject to the following provisions:
  - a. “Affected individual” does not include any business or organization. Only an individual person may be an “affected individual”.
  - b. An “affected individual” must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
    - (1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as “affected individuals”. However, specific individuals may qualify as “affected individuals” for another reason, such as being an employee of yours.
    - (2) If your primary business is the storing, processing, transmitting or transporting of records, the individuals whose “personally identifying information” or “personally sensitive information” you are storing, processing, transmitting or transporting for another entity do not qualify as “affected individuals”. However, specific individuals may qualify as “affected individuals” for another reason, such as being an employee of yours.

- (3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as “affected individuals”. However, specific individuals may qualify as “affected individuals” for another reason, such as being an employee of the operation insured under this policy.
- c. An “affected individual” may reside anywhere in the world.
2. “Data Compromise Defense Costs” means expenses resulting solely from the investigation, defense and appeal of any “data compromise suit” against you. Such expenses must be reasonable and necessary. They will be incurred by us. They do not include your salaries or your loss of earnings. They do include premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond.
3. “Data Compromise Liability”
- a. “Data compromise liability” means the following, when they arise from a “data compromise suit”:
- (1) Damages, judgments or settlements to “affected individuals”;
  - (2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
  - (3) Pre-judgment interest on that part of any judgment paid by us.
- b. “Data compromise liability” does not include:
- (1) Damages, judgments or settlements to anyone who is not an “affected individual”;
  - (2) Civil or criminal fines or penalties imposed by law;
  - (3) Punitive or exemplary damages;
  - (4) The multiplied portion of multiplied damages;
  - (5) Taxes; or
  - (6) Matters which may be deemed uninsurable under the applicable law.
4. “Data Compromise Suit”
- a. “Data Compromise Suit” means a civil proceeding in which damages to one or more “affected individuals” arising from a “personal data compromise” or the violation of a governmental statute or regulation are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. “Data compromise suit” includes:
- (1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
  - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or
  - (3) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
- b. “Data compromise suit” does not mean any demand or action brought by or on behalf of someone who is:
- (1) Your director or officer;
  - (2) Your owner or part-owner; or
  - (3) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. "Data compromise suit" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual".

c. "Data compromise suit" does not mean any demand or action brought by or on behalf of an organization, business, institution or any other party that is not an "affected individual" or governmental entity.

5. "Identity Theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

6. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.

7. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:

(1) You; or

(2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, subject to the following provisions:

(1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and

(2) Such disposal or abandonment must take place during the time period for which this Data Compromise Coverage is effective.

c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

8. "Personally Identifying Information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual". This includes, but is not limited to, Social Security numbers or account numbers.

"Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

9. "Personally Sensitive Information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

"Personally sensitive information" does not mean or include "personally identifying information".

## **B. ATTACK & EXTORTION AND NETWORK SECURITY LIABILITY COVERAGE**

### **SECTION 1 – ATTACK & EXTORTION**

#### **SECTION 1 – COVERAGE**

##### **1. Computer Attack**

- a. **Covered Cause of Loss.** This Computer Attack coverage applies only if all of the following conditions are met:

- (1) There has been a "computer attack"; and
- (2) Such "computer attack" is first discovered by you during the policy period for which this endorsement is applicable; and
- (3) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

- b. **Coverages Provided.** If all three of the conditions listed above in Computer Attack – Covered Cause of Loss have been met, then we will provide you the following coverages for loss directly arising from such "computer attack".

##### **(1) Data Restoration**

We will pay your necessary and reasonable "data restoration costs"

##### **(2) Data Re-creation**

We will pay your necessary and reasonable "data re-creation costs".

##### **(3) System Restoration**

We will pay your necessary and reasonable "system restoration costs".

##### **(4) Loss of Business**

We will pay your actual "business income loss" and your necessary and reasonable "extra expenses".

##### **(5) Public Relations**

If you suffer covered "business income loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

##### **2. Cyber Extortion**

- a. **Covered Cause of Loss.** This Cyber Extortion coverage applies only if all of the following conditions are met:

- (1) There has been a "cyber extortion threat"; and
- (2) Such "cyber extortion threat" is made against you during the policy period for which this endorsement is applicable; and



(3) Such “cyber extortion threat” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

- b. **Coverages Provided.** If all three of the conditions listed above in Cyber Extortion – Covered Cause of Loss have been met, then we will pay for your necessary and reasonable “cyber extortion expenses” arising directly from a “cyber extortion threat.” The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.

## **SECTION 1 – LIMITS**

The most we will pay under Attack & Extortion coverage is the Attack & Extortion Limit indicated for this endorsement. If no limit is shown or is shown as blank or Excluded on the Schedule at the top of this endorsement, then the Attack & Extortion coverage will be considered to have a limit of \$0 and neither the Attack & Extortion coverage nor any of the Coverage **B.– Section 1** coverage components are included.

The most we will pay under Data Re-creation coverage for loss (including “business income loss” and “extra expense” related to data re-creation activities) arising from any one “computer attack” is the Data Re-creation Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Attack & Extortion Limit.

The most we will pay under Loss of Business coverage for loss arising from any one “computer attack” is the Loss of Business Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Attack & Extortion Limit.

The most we will pay under Public Relations coverage for loss arising from any one “computer attack” is the Public Relations Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Attack & Extortion Limit.

The most we will pay under Cyber Extortion coverage for loss arising from any one “cyber extortion threat” is the Cyber Extortion Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Attack & Extortion Limit.

The Attack & Extortion Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Coverage **B.– Section 1** arising out of all “computer attack” and “cyber extortion threat” events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of “computer attack” or “cyber extortion threat” events occurring during that period.

A “computer attack” or “cyber extortion threat” may be first discovered by you in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “computer attack” or “cyber extortion threat” will be subject to the Attack & Extortion Limit applicable to the policy period when the “computer attack” or “cyber extortion threat” was first discovered by you.

## **SECTION 1 – DEDUCTIBLE**

The Attack & Extortion coverage is subject to the Attack & Extortion Deductible indicated in the Schedule for this endorsement. You shall be responsible for the applicable deductible amount as respects loss arising from each “computer attack” or “cyber extortion threat” covered under this endorsement.

## **SECTION 2 – NETWORK SECURITY LIABILITY**

### **SECTION 2 – COVERED CAUSE OF LOSS**

This Network Security Liability coverage applies only if all of the following conditions are met:

1. You first receive notice of a “network security liability suit” during the policy period for which this endorsement is applicable or any Extended Reporting Periods; and

2. Such “network security liability suit” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

## **SECTION 2 – COVERAGES PROVIDED**

If both of the conditions listed above in Section 2 – Covered Cause Of Loss have been met, then we will provide you the following coverages for loss directly arising from such “network security liability suit”.

### **1. Defense**

We will pay your necessary and reasonable “network security liability defense costs”.

### **2. Settlement Costs**

We will pay your necessary and reasonable “network security liability settlement costs”.

## **SECTION 2 – LIMITS**

Except for post-judgment interest, the most we will pay under Network Security Liability coverage is the Network Security Liability Limit indicated for this endorsement. If no limit is shown or is shown as blank or Excluded on the Schedule at the top of this endorsement, then the Network Security Liability coverage will be considered to have a limit of \$0.

The Network Security Liability Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Coverage B.– Section 2 (other than post-judgment interest) arising out of all “network security liability suits” of which you first receive notice during the present annual policy period or any Extended Reporting Periods. This limit applies regardless of the number of “network security liability suits” of which you first receive notice during that period.

You may first receive notice of a “network security liability suit” in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “network security liability suit” (other than post-judgment interest) will be subject to the Network Security Liability Limit applicable to the policy period when notice of the “network security liability suit” was first received by you.

The Network Security Liability Limit for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to, the Network Security Liability Limit for the immediately preceding policy period.

## **SECTION 2 – DEDUCTIBLE**

The Network Security Liability coverage is subject to the Network Security Liability Deductible indicated in the Schedule for this endorsement. You shall be responsible for the applicable deductible amount as respects loss arising from each “network security liability suit” covered under this endorsement.

## **EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO ATTACK & EXTORTION AND NETWORK SECURITY LIABILITY SECTIONS 1 AND 2**

### **ATTACK & EXTORTION AND NETWORK SECURITY LIABILITY EXCLUSIONS**

The following additional exclusions apply to this coverage:

We will not pay for costs or loss arising from the following:

1. Loss to the Internet, an internet service provider, or any computer or computer system that is not owned or leased by you and operated under your control.
2. Costs to research or correct any deficiency.
3. Any fines or penalties.
4. Any criminal investigations or proceedings.

5. Your intentional or willful complicity in a covered loss event or your reckless disregard for the security of your computer system or data.
6. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
7. Any "computer attack" occurring prior to the first inception of this Attack & Extortion and Network Security Liability Coverage or any coverage substantially similar to that described in this Attack & Extortion and Network Security Liability Coverage.
8. That part of any "network security liability suit" seeking any non-monetary relief.
9. Any "network security liability suit" arising from a propagation of malware, "denial of service attack", or loss, release or disclosure of business data that occurred prior to the first inception of this Attack & Extortion and Network Security Liability Coverage or any coverage substantially similar to that described in this Attack & Extortion and Network Security Liability Coverage.
10. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
11. Any amount not insurable under applicable law.

#### **ATTACK & EXTORTION AND NETWORK SECURITY LIABILITY ADDITIONAL CONDITIONS**

The following additional conditions apply to all coverages under this Attack & Extortion and Network Security Liability Coverage.

##### **A. Cyber Extortion Service Provider**

1. We will only pay under this Attack & Extortion and Network Security Liability Coverage for cyber extortion negotiation and investigation services that are provided by service providers approved by us. You must obtain our prior approval for any negotiation and investigation service provider whose expenses you want covered under this Attack & Extortion and Network Security Liability Coverage. We will not unreasonably withhold such approval.
2. You must come to agreement with us regarding the service provider(s) to be used for the cyber extortion negotiation and investigation services. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - a. Such alternate service provider must be approved by us;
  - b. Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - c. Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

##### **B. Due Diligence**

You agree to use due diligence to prevent and mitigate costs covered under this Attack & Extortion and Network Security Liability Coverage. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate computer and internet security; and
2. Maintaining and updating at appropriate intervals backups of computer data.

### **C. Duties in the Event of a “Network Security Liability Suit”**

1. If a “network security liability suit” is brought against you, you must:
  - a. Immediately record the specifics of the “network security liability suit” and the date received; and
  - b. Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the “network security liability suit” is first received by you.
  - c. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “network security liability suit”;
  - d. Authorize us to obtain records and other information;
  - e. Cooperate with us in the investigation, settlement or defense of the “network security liability suit”;
  - f. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
  - g. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “network security liability suit”.

### **D. Extended Reporting Periods**

1. You shall have the right to the Extended Reporting Periods described in this section, in the event that:
  - a. You or we cancel this Attack & Extortion and Network Security Liability Coverage;
  - b. You or we refuse to renew this Attack & Extortion and Network Security Liability Coverage; or
  - c. We renew this Attack & Extortion and Network Security Liability Coverage on an other than a claims-made basis or with a retroactive date later than the date of the first inception of this Attack & Extortion and Network Security Liability Coverage or any coverage substantially similar to that described in this Attack & Extortion and Network Security Liability Coverage;
2. If an event as specified in Paragraph 1. has occurred, you shall have the right to the following:
  - a. An Automatic Extended Reporting Period of 30 days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written notice of a “network security liability suit” of which you first receive notice during said Automatic Extended Reporting Period for any propagation of malware, “denial of service attack”, or loss, release or disclosure of business data occurring before the end of the coverage period for this Attack & Extortion and Network Security Liability Coverage and which is otherwise covered by this Attack & Extortion and Network Security Liability Coverage; and
  - b. Upon payment of an additional premium of 100% of the full annual premium applicable to this Attack & Extortion and Network Security Liability Coverage, a Supplemental Extended Reporting Period of 1 year immediately following the effective date of cancellation or nonrenewal in which to give to us written notice of a “network security liability suit” of which you first receive notice during said Supplemental Extended Reporting Period for any propagation of malware, “denial of service attack”, or loss, release or disclosure of business data occurring before the end of the coverage period for this Attack & Extortion and Network Security Liability Coverage and which is otherwise covered by this Attack & Extortion and Network Security Liability Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

#### **E. Network Security Liability Defense**

1. We shall have the right and the duty to assume the defense of any applicable “network security liability suit” against you. You shall give us such information and cooperation as we may reasonably require.
2. You shall not admit liability for or settle any “network security liability suit” or incur any defense costs without our prior written consent.
3. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such “network security liability suit” independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
4. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any “network security liability suit”, after the Network Security Liability Limit has been exhausted.
5. We shall pay all interest on that amount of any judgment within the Network Security Liability Limit which accrues:
  - a. After entry of judgment; and
  - b. Before we pay, offer to pay or deposit in court that part of the judgment within the Network Security Liability Limit or, in any case, before we pay or offer to pay the entire Network Security Liability Limit.

These interest payments shall be in addition to and not part of the Network Security Liability Limit.

#### **F. Other Data Coverage in This Policy**

Some elements of this Attack & Extortion and Network Security Liability Coverage may also be covered under the policy to which this endorsement is attached. If so, this Attack & Extortion and Network Security Liability Coverage will apply as excess, additional coverage. If loss payment has been made under the policy for the same event, the amount of such payment will count towards the deductible that applies to this Attack & Extortion and Network Security Liability Coverage.

#### **G. Services**

The following conditions apply as respects any services provided to you by any service firm provided or paid for in whole or in part under this endorsement:

1. The effectiveness of such services depends on your cooperation and assistance.
2. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

#### **ATTACK & EXTORTION AND NETWORK SECURITY LIABILITY DEFINITIONS**

With respect to the provisions of this Attack & Extortion and Network Security Liability Coverage only, the following definitions are added:

1. “Business Income Loss” means the sum of the:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and

- b. Continuing normal and necessary operating expenses incurred, including employee payroll, actually lost by you during the “period of restoration”.
- 2. “Computer Attack” means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:
  - a. Unauthorized Access - meaning the gaining of access to your computer system by an unauthorized person or persons; or
  - b. Malware Attack – meaning damage to your computer system or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computer system during the manufacturing process.
  - c. “Denial of Service Attack”.
- 3. “Cyber Extortion Expenses” means
  - a. The cost of a negotiator or investigator retained by you in connection with a “cyber extortion threat”; and
  - b. Any amount paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat”.
- 4. “Cyber Extortion Threat” means a demand for money from you based on a credible threat, or series of related credible threats, to launch a “denial of service attack” against you. “Cyber extortion threat” does not include any threat made in connection with a legitimate commercial dispute. “Cyber extortion threat” does not include any threat to take an action other than a “denial of service attack” against you.
- 5. “Data Re-creation Costs”
  - a. “Data re-creation costs” means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
  - b. “Data re-creation costs” also means your actual “business income loss” and your necessary and reasonable “extra expenses” arising from the lack of the lost or corrupted data during the time required to research, re-create and replace such data.
  - c. “Data re-creation costs” does not mean costs to research, re-create or replace:
    - (1) Software programs or operating systems that are not commercially available; or
    - (2) Data that is obsolete, unnecessary or useless to you.
- 6. “Data Restoration Costs”
  - a. “Data restoration costs” means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered “data restoration costs,” such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
  - b. “Data restoration costs” does not mean costs to research, restore or replace:
    - (1) Software programs or operating systems that are not commercially available; or
    - (2) Data that is obsolete, unnecessary or useless to you.

7. "Denial of Service Attack" means an intentional attack against you designed to overwhelm the capacity of your computer system in order to deny or impede authorized users from gaining access to your computer system through the internet.
8. "Extra Expense" means the additional cost you incur to operate your business during the "period of restoration" over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
9. "Network Security Liability Defense Costs"
  - a. "Network security liability defense costs" means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any "network security liability suit" against you. Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
  - b. "Network security liability defense costs" does not mean your salaries or your loss of earnings.
10. "Network Security Liability Settlement Costs"
  - a. "Network security liability settlement costs" means the following, when they arise from a "network security liability suit":
    - (1) Damages, judgments or settlements; and
    - (2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
    - (3) Pre-judgment interest on that part of any judgment paid by us.
  - b. "Network security liability settlement costs" does not mean:
    - (1) Civil or criminal fines or penalties imposed by law;
    - (2) Punitive or exemplary damages;
    - (3) The multiplied portion of multiplied damages;
    - (4) Taxes; or
    - (5) Matters which may be deemed uninsurable under the applicable law.
11. "Network Security Liability Suit"
  - a. "Network security liability suit" means a civil proceeding against you in which damages are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. Such proceeding must be based on an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or leased by you and operated under your control allowed one or more of the following to happen:
    - (1) The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
    - (2) The unintended abetting of a "denial of service attack" against one or more other systems.
    - (3) The loss, release or disclosure of business data that is owned by or proprietary to a third party. This does not include "personally identifying information" or other information that is sensitive or personal to individuals.

- b. "Network security liability suit" includes the following:
    - (1) An arbitration or alternative dispute resolution proceeding that you are required to submit to or which we agree you should submit to; or
    - (2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - c. "Network security liability suit" does not mean any demand or action alleging or arising from property damage or bodily injury.
  - d. "Network security liability suit" does not mean any demand or action brought by or on behalf of someone who is:
    - (1) Your director or officer;
    - (2) Your owner or part-owner; or
    - (3) A holder of your securities; in their capacity as such, whether directly, derivatively, or by class action.
12. "Period of Restoration" means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
- a. The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed; or
  - b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
13. "System Restoration Costs"
- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre- "computer attack" level of functionality:
    - (1) Replace or reinstall computer software programs;
    - (2) Remove any malicious code; and
    - (3) Configure or correct the configuration of your computer system.
  - b. "System restoration costs" does not mean:
    - (1) Costs to increase the speed, capacity or utility of your computer system;
    - (2) Labor of your employees;
    - (3) Any costs in excess of the actual cash value of your computer system; or
    - (4) Costs to repair or replace hardware.

All other provisions of this policy apply.





<b>Policy Number:</b> CBP 9633657	<b>Prior Policy:</b> 9633657
<b>Policy Period:</b> 06/30/2019 To: 06/30/2020 12:01 am Standard Time at the Mailing Address of the Named Insured	
<b>Coverage Is Provided In</b> THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
<b>Billing Type:</b> AGENCY BILL - QUARTERLY	
<b>Named Insured and Mailing Address:</b> INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT 6855 DRAKE ROAD CINCINNATI OH 45243	<b>Agent:</b> CIC/LICKDYKE INSURANCE AGENCY 1060 NIMITZVIEW DR STE 120 CINCINNATI OH 45230-4351  <b>Agent Code:</b> 0021251 <b>Agent Phone:</b> (513)-684-7900

**Reason for Amendment:** RENEWAL

**Transaction Effective Date:** 06/30/2019

**Premium for this Transaction:** \$ 84,676.00

**STATEMENT OF ACCOUNT**

Acct Date	Premium	Commission Percent	Surcharge/ Assessment	Commission Percent	Total Due
07/2019	\$ 21,169.00	10.00%	\$ 0.00	0.00%	\$ 21,169.00
09/2019	\$ 21,169.00	10.00%	\$ 0.00	0.00%	\$ 21,169.00
12/2019	\$ 21,169.00	10.00%	\$ 0.00	0.00%	\$ 21,169.00
03/2020	\$ 21,169.00	10.00%	\$ 0.00	0.00%	\$ 21,169.00
<b>Total Premium Charged:</b>					<b>\$ 84,676.00</b>

**Date Issued:** 07/12/2019