

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



President



Secretary



301 E Fourth Street, Cincinnati, OH 45202 | (800) 545-4269

Great American E&S Insurance Company

PARTICIPATION NUMBER: 612
POLICY NUMBER: 2145100 04

ITEM 1.	
Named Insured:	Sonoma Clean Power Authority
Address: (City, State, Zip)	50 Santa Rosa Avenue Santa Rosa, CA 95404

PARTICIPATION ENDORSEMENT
SPECIAL LIABILITY INSURANCE (SLIP) POLICY DECLARATION

In return for the payment of the premium, we agree to provide the insurance as stated in this policy.

ITEM 2.	POLICY PERIOD	09/29/2021	09/29/2022
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ITEM 3.	LIMITS OF INSURANCE
A. Per Occurrence Limit (Coverage applies only where checked; Otherwise, no coverage is provided)	LIMIT
(1) Maximum Per Occurrence Limit for all Coverages Combined	\$2,000,000

(2) Maximum Per Occurrence Limit for any one Coverage		LIMIT	DEDUCTIBLE/SELF-INSURED RETENTION
X	a) Personal Injury (Including Bodily Injury) and Property Damage	\$2,000,000	\$1,000
	b) Owned Automobile Liability		
	c) Uninsured Motorist Coverage		
X	d) Non-Owned and Hired Automobile Liability	\$2,000,000	\$1,000
	e) Nonprofit Directors and Officers Liability		
X	f) Public Officials Errors and Omissions	\$2,000,000	\$1,000
	g) Broadcaster's Liability		
	h) Educator's Legal Liability		
X	i) Employment Practices Liability	\$2,000,000	\$10,000
	Nose Coverage		
	Retro Date		
B. Annual Aggregate Limits		LIMIT	
Products/Completed Operations		\$2,000,000	
Public Officials Errors and Omissions		\$2,000,000	
Non-Profit Directors & Officers Liability			
Educators Legal Liability			
Employment Practices Liability		\$2,000,000	

ITEM 4	POLICY FORM AND ENDORSEMENTS APPLICABLE TO THIS POLICY ON THE ORIGINAL DATE OF ISSUE:	
X	IL 7268 0921	In Witness Clause
X	GL330187 0921	Special Liability Insurance Policy Declarations
X	GL330136 0921	Special Liability Policy for Public Entities and Nonprofit Corporations
X	GL330138 0916	Additional Insured - Designated Person or Organization
X	AES 3012 0811	General Service of Suit Endorsement
X	GL330142 0911	Deductible Endorsement
X	GL330146 0918	Excess Employers Liability Coverage Endorsement
X	GL330147 0911	Fire Damage Legal Liability
	GAPS0125 0821	Anti-Stacking of Limits Endorsement
X	GL330149 0921	Employee Benefits Liability Coverage Endorsement
X	GL330151 0918	Participation Endorsement Policy Amendment
X	GL330052 0918	Primary and Non-Contributory Coverage Endorsement
X	Claims Reporting	Public Sector Division - First Notice of Loss
X	GL330179 0917	Securities and Financial Interest Exclusion
	GL330181 0918	Self-Insured Retention Endorsement
X	GL330299 0916	Subrogation
	GL330143 0918	Broadcasters Liability Endorsement
	GL330154 1211	Educators Legal Liability Endorsement
	GL330140 0911	Excess Coverage for Transit Operations
X	GL330149 0911	Non-Owned and Hired Automobile Liability
	GL330178 1211	Nose Cover and Extended Reporting Periods
	GL330150 0819	Owned Automobile Liability Coverage
	GL330180 0920	Sexual Misconduct Liability Coverage Endorsement
	GL330184 1211	Uninsured/Underinsured Motorists Coverage

ITEM 4	POLICY FORM AND ENDORSEMENTS APPLICABLE TO THIS POLICY ON THE ORIGINAL DATE OF ISSUE:	
X	GA PS 01 50 04-21	CA Cancellation
	IL 12 01 11 85 TRIA 0918	Cap On Losses from Certified Acts of Terrorism
	IL 12 01 11 85 0918	Deletion of Exclusion (V) (Terrorist Activity)
	GAI 6472 1220	Disclosure Pursuant to Terrorism Risk Insurance Act
	GL330145 0918	Exception to Exclusion (FF) (Encroachment Permits)
	GL330140 0911	Excess Coverage For Transit Operation
	GL330215 0921	Deletion of Exclusion (N) (Dam Exclusion)
	GL330153 0911	Removal of the 50 Limitation with Regards to the Railroad Spur
	GL330148 0918	Removal of the Habitational Exclusion

ITEM 5.	PREMIUM AND MINIMUM EARNED PREMIUM (Net of Surplus Lines Taxes and Fees)	\$5,917.00
	CA Surplus Lines Tax	\$177.51
	CA Stamping Fee	\$14.79

ITEM 6.	NOTICE OF OCCURRENCE CLAIM OR SUIT REPORTING LOCATION OR, IF APPLICABLE, SELF- INSURED RETENTION CLAIMS SERVICING ORGANIZATION:
Name	Great American Insurance Group Public Sector Division
Address	P.O. Box 1061, Cincinnati, OH 45201
Email	publicsectorclaims@gaig.com

This and any endorsement(s) or attached schedule (if applicable), in conjunction with the declarations and policy form issued for the **SPECIAL LIABILITY INSURANCE (SLIP) POLICY** complete the above numbered policy.

Producer Name and Address:

AmWINS Brokerage of the Midwest, LLC
An AmWINS Group Company
10 South LaSalle Street, Suite 1500
Chicago, IL 60603

California Premium:	<u>\$5,917.00</u>
Non-Taxable Fees:	<u>\$629.56</u>
Taxable Fees:	<u>\$0.00</u>
Surplus Lines Tax:	<u>\$177.51</u>
Stamping Fee:	<u>\$14.79</u>

CALIFORNIA SURPLUS LINES NOTIFICATION

IMPORTANT NOTICE:

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO VISIT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG. THE NAIC—THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS—IS THE REGULATORY SUPPORT ORGANIZATION CREATED AND GOVERNED BY THE CHIEF INSURANCE REGULATORS IN THE UNITED STATES.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. YOU CAN FIND A LINK TO EACH STATE FROM THIS NAIC INTERNET WEBSITE: [HTTPS://NAIC.ORG/STATE_WEB_MAP.HTM](https://naic.org/state_web_map.htm).**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV/01-CONSUMERS/120-COMPANY/07-LASLI/LASLI.CFM.**
- 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

**GREAT AMERICAN INSURANCE PUBLIC SECTOR
SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES
AND NON-PROFIT CORPORATIONS**

**PAYMENT FOR “DEFENSE COSTS” AS PART OF “ULTIMATE NET LOSS” UNDER
THIS POLICY WILL REDUCE THE LIMIT OF INSURANCE.**

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

Throughout this Policy, words and phrases that are shown in “quotation marks” have special meaning and are defined in the policy. Refer to **VII. DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the statements in the application for this policy made to the company providing this insurance (herein called “We”, “Us”, “Our” or the “Company”) and subject to the Declarations, Schedules, terms, conditions, exclusions and endorsements that complete this policy, the “Company” and each “Participating Named Insured” agree as follows:

I. INSURING AGREEMENT

The “Company” will pay on behalf of the “Insured” the “Ultimate Net Loss” that the “Insured” becomes legally obligated to pay as “Damages” because of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability to which this insurance applies.

No other obligation to pay any additional sums or perform acts or services is covered.

This insurance applies to “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability only if:

- (1) The “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability is caused by an “Occurrence” that takes place in the “Coverage Territory”; and
- (2) The “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability is caused by an “Occurrence” during the “Policy Period”; and
- (3) Prior to the “Policy Period”, no “Insured” who is authorized by the “Participating Named Insured” to give or receive notice of an “Occurrence”, “Claim” or suit knew that the “Damages” had occurred, in whole or in part. If any “Insured” who is authorized by the “Participating Named Insured” to give or receive notice of an “Occurrence”, “Claim” or suit knew, prior to the “Policy Period”, that the “Damages” occurred, then any continuation, change or resumption of such “Damages” during or after the policy period will be deemed to have been known prior to the policy period.

“Damages” which occur during the policy period and was not, prior to the policy period, known to have occurred by any “Insured” who is authorized by the “Participating Named Insured” to give or receive notice of an “Occurrence”, “Claim” or suit includes any continuation, change or resumption of that “Damage” after the end of the policy period.

“Damages” will be deemed to have been known to have occurred at the earliest time when any “Insured” who is authorized by the “Participating Named Insured” to give or receive notice of an “Occurrence”, “Claim”, or suit:

- (1) Reports all, or any part, of the “Damages” to the “Participating Named Insured” or a third-party administrator retained by the “Participating Named Insured”, or us;
- (2) Receives a written or verbal demand or “Claim” for “Damages”; or
- (3) Becomes aware by any other means that “Damages” have occurred or have begun to occur.

II. DEFENSE AND “DEFENSE COSTS”

The “Company” will have the right and duty to defend the “Insured” against any “Claim” or suit seeking those “Damages” because of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability. The “Company” will have no duty to defend the “Insured” against any suit seeking “Damages” for “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability to which this insurance does not apply. The “Company” may at their discretion investigate any “Occurrence” and settle any “Claim” or suit that may result. But:

- (1) The amount the “Company” will pay for “Damages” is limited as described in **Section III. Limits of Insurance**; and
- (2) The “Company’s” right and duty to defend ends when the “Company” has used up the applicable Limit of Insurance in the payments of judgments or settlements.

However, if the “Company” makes a settlement offer, the “Company” will not pay any pre-judgment interest based on that period of time after the offer.

III. THE COMPANY’S LIMIT OF INSURANCE

- A. The Limits of Liability shown in the participation endorsement and the rules below fix the most the “Company” will pay regardless of the number of:
 1. “Insureds” under this policy;
 2. Persons or organizations making “Claims” or bringing suits; or
 3. “Claims” made or suits brought.
- B. Subject to Paragraph C. below, if an amount is stated in the Limits of Insurance in Item **3.A.2.** of the participation endorsement, the Limits of Insurance apply as shown below:
 1. Personal Injury and Property Damage Limit – The Personal Injury and Property Damage Limit is the most the “Company” will pay for all “Damages” because of all “Personal Injury” or “Property Damage” arising out of any one “Occurrence”.
 2. Non-Profit Directors and Officers or Public Officials Errors and Omissions Limit – The Non-Profit Directors and Officers Limits or Public Officials Errors and Omissions Limit is the most the “Company” will pay for all “Damages” because of all “Non-Profit Directors and Officers Liability” or “Public Officials Errors and Omissions” arising out of any one “Occurrence”.
 3. Employment Practices Liability Limit – The Employment Practices Liability Limit is the most the “Company” will pay for all “Damages” because all “Employment Practices” liability arising out of any one “Occurrence”.
- C. With respect to “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, “Employment Practices” liability, or any combination thereof, the “Company’s” liability shall be limited to the “Ultimate Net Loss” as the result of any one “Occurrence”, not exceeding the amount specified in Item **3A (1)** of the Limit of Insurance section in the Special Liability Insurance Program (SLIP) Participation Endorsement for each respective “Participating Named Insured”.

For each "Occurrence", the "Company's" Limits of Insurance under this Policy shall apply separately to each "Participating Named Insured" as shown on the respective participation endorsements under this Policy.

- D.** Subject to **A.** above, if an amount is stated in the Aggregate Limits of Insurance in Item **3.B** of the participation endorsement, the Aggregate Limits of Insurance apply as shown below:
- 1.** Products-Completed Operations Hazard Aggregate - The Products-Completed Operations Hazard Aggregate Limit of this insurance is the most the "Company" will pay for all "Damages" because of "Personal Injury" or "Property Damage" included in the "Products-Completed Operations Hazard" during the "Policy Period", regardless of the number of "Occurrences".
 - 2.** Non-Profit Directors and Officers or Public Officials Errors and Omissions Aggregate - The Non-Profit Directors and Officers or Public Officials Errors and Omissions Aggregate Limit of this insurance is the most the "Company" will pay for all "Damages" because of "Non-Profit Directors and Officers Liability" or "Public Officials Errors and Omissions" during the "Policy Period", regardless of the number of "Occurrences".
 - 3.** Employment Practices Liability Aggregate- The Employment Practices Liability Aggregate Limit of this insurance is the most the "Company" will pay for all "Damages" because of "Employment Practices" liability during the "Policy Period", regardless of the number of "Occurrences".

These Aggregate Limits of Liability apply separately to each "Participating Named Insured" as shown on the respective Special Liability Insurance Program (SLIP) participation endorsement under this policy. "Defense Costs" incurred by the "Company" in connection with the right to defend under this **Section II.** of this Policy shall be included within and erode the Limits of Insurance.

- E.** The Limits of Insurance of this coverage form 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.

IV. COVERAGE TERRITORY

This policy applies to "Personal Injury", "Property Damage", "Public Officials Errors and Omissions", "Non-Profit Directors and Officers Liability", or "Employment Practices" Liability occurring anywhere in the world, but only if a "Claim" is made or a suit is brought in the United States of America (including its territories and possessions).

V. PERSONS OR ENTITIES "INSURED"

Each of the following is an "Insured" to the extent set forth below:

- (A)** The "Participating Named Insured" solely while acting within the scope of their duties on behalf of the "Participating Named Insured";
- (B)** Those individuals who were or are now:
- (1)** Lawfully elected or appointed officials of the "Participating Named Insured", including members of the "Participating Named Insured's" governing body or any other committees, boards or commissions, while acting within the scope of their duties;
 - (2)** Directors and officers, volunteers, trustees, members, members of faculty, teachers, teaching assistants of the "Participating Named Insured", while acting on behalf of the "Participating Named Insured" and acting within the authorized scope of their duties for the organization; and
- (C)** Present employees or contracted employees or volunteers of the "Participating Named Insured" while acting for or on behalf of the "Participating Named Insured".

- (D) Spouse of a “Participating Insured”, but only with respect to their use of an “Automobile” or “Auto” with the permission of “Participating Named Insured”.

VI. EXCLUSIONS

This policy does not apply:

- (A) To any obligation of the “Insured” under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (B) To “Bodily Injury” to any employee of the “Insured” arising out of and in the course of employment by the “Insured” or performing duties related to the conduct of the “Insured’s” business.

- (C) To any liability for “Property Damage” to:

- (1) Real Property owned, rented, occupied by or leased to the “Insured”, their agents or subcontractors;
- (2) Real or Personal Property used by the “Insured”, their agents or subcontractors; or
- (3) Real or Personal Property in the “Insured’s”, their agent’s or subcontractor’s care, custody or control or as to which the “Insured”, their agents or subcontractors are, for any purpose, exercising control.

However, this exclusion shall not apply to watercraft less than or equal to fifty-one (51) feet in length.

- (D) To any liability assumed for which the “Insured” becomes legally obligated to pay “Damages” by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “Damages”:

- (1) Assumed in an “Insured Contract” provided that the “Personal Injury” or “Property Damage”, occurs subsequent to the execution of the contract or agreement; or
- (2) That the “Insured” would have in the absence of the contract or agreement.

- (E) To liability arising out of the ownership, maintenance, loading or unloading, use or operation of any “Aircraft” including any “Aircraft” in the care, custody or control of the “Insured”, airfields, runways, hangars, buildings or other properties in connection with aviation activities.

- (F) To “Personal Injury” or “Property Damage” due to the use or operation by or on behalf of the “Insured” as respects:

- (1) Any hospital; Any health care provider because of his or her professional acts, errors or omissions, except for:
 - (a) paramedics, emergency medical technicians, and medical examiners or nurses who are employees or volunteers of the “Insured”; and
 - (b) Good Samaritan Emergency Acts and First Responders;
- (2) Any clinic or infirmary that has:
 - (a) overnight facilities; or
 - (b) that performs invasive surgery of any kind; or
- (3) Any pharmacy operated by or for the “Insured”.

- (G) To any liability arising out of or in connection with the principles of eminent domain or condemnation proceedings, by whatever name called, whether or not liability accrues directly against any “Insured” or by virtue of any agreement entered into by or on behalf of any “Insured”.

This exclusion shall not apply to any inverse condemnation where any suit or claims for inverse condemnation are a result of negligence on the part of an "Insured".

- (H)** To any liability arising out of the failure or inability to supply or provide electrical power, fuel or water; or to any liability arising out of the interruption of the electrical power, fuel or water supply.
- (I)** To "Personal Injury" or "Property Damage" arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1)** any "Watercraft" owned or operated by or rented or loaned to the "Insured", or
 - (2)** "Watercraft" operated by any person in the course of his employment by the "Insured".

However, this exclusion shall not apply to any:

- (1)** Owned "Watercraft" less than or equal to fifty-one (51) feet in length; or
 - (2)** Non-owned "Watercraft" less than or equal to fifty-one (51) feet in length.
- (J)** To any liability:
- (1) (a)** With respect to which the "Insured" is also an "Insured" under a nuclear energy policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an "Insured" under any such policy but for its termination upon exhaustion of its Limit of Insurance; or
 - (b)** Resulting from the hazardous properties of nuclear material and with respect to which:
 - (i)** any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof,
 - (ii)** the "Insured" is, or had this policy not been available would be entitled to indemnity from the United States of America or any agency thereof.
 - (2)** for injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a)** The nuclear material:
 - (i)** is at any nuclear facility owned by the "Insured" or operated by the "Insured" or on the "Insured's" behalf, or
 - (ii)** has been discharged or dispensed therefrom;

The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the "Insured" or on the "Insured's" behalf; or
 - (b)** The injury, sickness, disease, death or destruction arises out of the furnishing by the "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operating or use of any nuclear facility, but if such facility is located within the United States of America, its territories or Canada, this exclusion, applies only to injury or "Property Damage" to such nuclear facility and any property thereat.
 - (3)** As used in this exclusion:
 - (a)** Hazardous properties include radioactive, toxic or explosive properties.
 - (b)** Nuclear material means source material, special nuclear material or by-products material.

- (c) Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.
- (d) Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- (e) Waste means any waste material:
 - (i) containing by-product other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material contents; and
 - (ii) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below.
- (f) Nuclear facility means:
 - (i) Any nuclear reactor;
 - (ii) Any equipment or device designed or used for
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing spent fuel, or
 - (3) handling, processing or packaging wastes;
 - (iii) Any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the "Insured's" custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - (iv) Any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (g) Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self- supporting chain reaction to contain a critical mass of fissionable material.
- (h) With respect to injury or to destruction of property, the word injury or destruction includes all forms of radioactive contamination of property.
- (K) (1) To any "Claim" for liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, anywhere in the world;
- (2) To any loss, cost or expense arising out any request, demand, order or statutory or regulatory requirement that the "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
- (3) To any loss, cost or expense arising out of any "Claim" or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of pollutants.

However, paragraph (1) of this exclusion does not apply to:

- (a) "Personal Injury" or "Property Damage" arising out of heat, smoke or fumes from a hostile fire.

(b) “Personal Injury” or “Property Damage” arising out of collision, upset or overturn of any automobile or attached machinery or equipment.

(c) “Personal Injury” or “Property Damage” arising out of chlorine leaks or pesticide/herbicide applications.

As used in this exclusion:

(i) Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials, which are intended to be or have been recycled, reconditioned or re-claimed.

(ii) Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(iii) Automobile means any licensed vehicle operated on public roads and highways.

(L) (1) Any liability arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers, or asbestos dust; or

(2) To any liability to indemnify any party because of “Damage” arising out of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, or “Non-Profit Directors and Officers Liability” due to an “Occurrence” at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or

(3) To any liability to defend any suit or “Claim” against the “Insured” seeking “Damages” arising out of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions” or “Non-Profit Directors and Officers Liability” due to an “Occurrence”, if such “Damages” result from or are contributed to any combination of the following: manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust;

(M) To any obligation of the “Insured” (or which is imputed on the “Insured”) under the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law.

(N) To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any “Dam”.

(O) To any liability arising out of the ownership, maintenance or use of an “Automobile”.

(P) To “Public Officials Errors and Omissions” or “Non-Profit Directors and Officers Liability” for:

(1) The refund of taxes, fees or assessments;

(2) (a) Liability of an “Insured” arising in whole or in part, out of any “Insured” obtaining remuneration or financial gain to which the “Insured” was not legally entitled; or

(b) Liability arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any “Insured”; except that any fact pertaining to any other “Insured” shall not be imputed to any other “Insured” for the purpose of determining application of these exclusions **(P)2(a)** and **(P)2(b)**;

(3) Liability of any “Insured” arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids;

(4) Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;

(5) Failure to perform or breach of a contractual obligation;

- (6) Liability of any “Insured” arising out of an “Occurrence” with the knowledge that it was unlawful or wrongful or with the intent to harm or injure;
- (7) Liability arising out of the willful commission of a crime; or
- (8) For any loss, cost, civil fine, penalty or expense against any “Insured” arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency.
- (9) To liability arising out of or by reason of:
 - (a) The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
 - (b) Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
 - (c) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

It is further agreed that the “Company” has no obligations to defend or pay for the defense of any “claim” or suit that may allege any of the foregoing.

- (10) Any “claim” for the failure or omission by the insured to purchase or maintain insurance of any kind.
 - (11) Any “claim” for liability imposed upon an insured (or which is imputed to an insured) under the Employment Retirement Income Security Act of 1974 including subsequent amendments or any similar federal state or local law or regulation including but not limited to benefits payable under any employee benefit program (whether the plan is voluntarily established by the insured or mandated by statute)
 - (12) The insured’s activities in any fiduciary capacity listed above.
 - (13) Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.
 - (14) Any “claim” arising out of the rendering or failure to render any opinion, treatment, consultation, or service unless such opinion, treatment, consultation or service is rendered by the insured while acting within the scope of their duties as an insured.
- (Q) To “Employment Practices” liability, for:
- (1) Strikes and Lockouts. This policy does not apply to any “Claim” arising out of a lockout, collective bargaining, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations;
 - (2) WARN Act. This policy does not apply to any “Claim” arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state or local law;
 - (3) Any “Claim” arising out of any demand or requirement to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person;
- (R) To any liability arising, directly or indirectly, in whole or in part, as a result of, or in connection with war, whether declared or not, or any act or condition incident to war. War includes:
- (1) Civil war;
 - (2) Armed conflict between two or more nations, armed conflict between military forces of any origin, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (S) To “Property Damage” to:
- (1) “Your Work” arising out of “Your Work” or any part of it;
 - (2) “Your Product” or arising out of “Your Product” or any part of it; or
 - (3) “Impaired Property” or property not physically injured, arising out of a defect, deficiency, inadequacy or dangerous condition in “Your Product” or “Your Work”, or a delay or failure by the “Participating Named Insured” or anyone acting on the “Participating Named Insured’s” behalf to perform a contract or agreement in accordance with its terms.
- (T) To any liability for “Personal Injury” arising out of:
- (1) Oral or written publication of material, if done by or at the direction of the “Insured” with knowledge of its falsity; or
 - (2) Oral or written publication of material whose first publication took place before the beginning of the “Policy Period”.
- (U) To any liability, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
- (1) Any “Fungus(i)”, “Mold(s)”, mildew or yeast;
 - (2) Any “Spore(s)” or toxins created or produced by or emanating from such “Fungus(i)”, “Mold(s)”, mildew or yeast;
 - (3) Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any “Fungus(i)”, “Mold(s)”, mildew or yeast; or
 - (4) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any “Fungus(i)”, “Mold(s)”, mildew, yeast, or “Spore(s)” or toxins emanating therefrom, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.
- (V) To any liability arising out of or related to, either directly or indirectly, any “Terrorist Activity”, as defined herein.
- (W) To any liability for “Bodily Injury”, “Property Damage”, “Public Officials Errors and Omissions Liability” or “Non- Profit Directors and Officers Liability” arising out of “Subsidence.”
- (X) To “Personal Injury” or “Property Damage” arising out of the actual or alleged exposure to electro and/or electromagnetic fields.
- (Y) To any liability arising out of the ownership, maintenance, use or entrustment to others of any property, including all related operations, for which any “Insured” is acting or is obligated to act in a fiduciary or representative capacity.
- (Z) (a) To “Bodily Injury” or “Property Damage” arising out of or in connection with the ingestion, inhalation, absorption or otherwise arising from any form of lead;
- (b) To any liability arising out of or in connection with any request, demand, or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
 - (c) To any liability arising out of or in connection with any “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.

- (AA)** To any liability arising out of injury to any master or any member of the crew of any vessel.
- (BB)** To any liability arising out of any loss, cost, or expense as respects to any “Claim” made or suits brought against the “Participating Named Insured” or any indemnity pursuant to the United States Longshoremen & Harbor Workers Compensation Act (Title 33 USCA, Sections 901-950) including any amendments or revisions thereto.
- (CC)** To any liability that is provided for or covered under any subsequent, replacement or renewal policy or policies issued by the “Company”, and/or any other affiliated Great American Insurance Company.
- (DD)** To any “Bodily Injury” to any person as a contestant or athletic participant (including coaching or managing) in any organized athletic sports league event such as a Little League, American Youth Soccer Organization, or Pop Warner football, which is, conducted on premises the “Participating Named Insured” owns, rents or controls.
- (EE)** To any liability arising out of:
- (1)** the actual or threatened abuse or molestation by any person while in the care, custody or control of any “Insured”, or
 - (2)** the negligent:
 - (1)** employment;
 - (2)** investigation;
 - (3)** supervision;
 - (4)** reporting to the proper authorities, or failure to so report; or
 - (5)** retention;
 of a person for whom any “Insured” is or ever was legally responsible and whose conduct would be excluded by **(1)** above.
- However, we will pay solely for “Defense Costs” of the “Insured” for a “Claim” otherwise excluded above, but the most we will pay is \$250,000 in the aggregate per policy period, subject to the following conditions:
- (1)** We will not pay any “Claim” or defense cost on behalf of any “Insured” who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or on behalf of any “Insured” who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by an employee or volunteer of the insured.
 - (2)** We will not pay any “Claim” or defense costs on behalf of any “Insured” who commits an intentional or criminal act.
- (FF)** To any liability arising out of, caused in whole or in part by, contributed to, or in any way relating to or in connection with the construction, demolition, planning, or preparation of any “Residential Work or Project.”
- (GG)** To any liability arising out of “Bodily Injury” to a tenant or a guest of a tenant at a “Habitational Facility” that the “Participating Named Insured” owns, rents, or controls.
- (HH)** To any liability arising out of an act, error or omission of an insurance agent, claims adjuster or mortgage broker.
- (II)** To any liability arising out of, caused in whole or in part by, contributed to, or in any way relating to or in connection with an “Occurrence” which has first occurred or begun prior to the effective date of this policy, regardless of whether repeated or continued exposure to conditions which were a cause of such damages occur during the “Policy Period” and cause additional, progressive or further damages, all of which is excluded from coverage. This exclusion shall apply whether or not the “Insured’s” legal obligation to pay damages has been established as of the inception date of this policy. However, this exclusion does not apply to coverages afforded to the “Insureds” listed in the Nose Cover And Extended Reporting Period endorsement,

if attached, for damages arising out of “Public Officials Errors and Omissions” Liability, “Non-profit Directors and Officers Liability” or “Employment Practices” Liability.

- (JJ)** Any “claim” arising out of any act or omission that is criminal, fraudulent, malicious or deliberately dishonest.
- (KK)** To any liability arising out of an "Automobile", tram, cable car or cog owned by the "Insured" and used in fixed route transit operations.
- (LL)** To any” Damages” arising out of or by reason of:
- (1)** The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
 - (2)** Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
 - (3)** Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

Furthermore, the "Company" has no obligation to defend or to pay for the defense of any "Claim" that may allege any of the foregoing.

- (MM)** **(1)** “Damages” arising out of any actual, alleged, or threatened infectious, pathogenic, toxic or other harmful properties of any “Organic Pathogen”, and
- (2)** Any loss, cost or expense arising out of any:
- (a)** 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 any “Organic Pathogen”, or
 - (b)** “Claim” or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any “Organic Pathogen”.
- (NN)** “Damages” of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:
- (1)** Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with any “Silica” or dust that includes or contains “Silica”, whether or not occurring alone, in combination with, before, after or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether manmade, natural, or any combination of manmade or natural;
 - (2)** Any request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any “Silica” or dust that includes or contains “Silica”. This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons; or
 - (3)** Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any “Silica” or dust that includes or contains “Silica”.

This exclusion applies regardless of whether or not the “Silica” or dust that includes or contains “Silica”, or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion “Silica” means silicon dioxide (SiO₂) in any form, from any source.

(OO) “Damages” arising out of:

- (1)** any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2)** the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph **(1)** or **(2)** above.

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

(PP) This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance

(QQ) Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

- (1)** “Damages” arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened discharge, disposal, escape, seepage, migration, release, or existence, ingestion, inhalation, absorption, exposure to, contact with, consumption or absorption of “Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)” or materials containing “Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)”.
- (2)** Any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
 - (a)** “Claim”, suit, request, demand, directive, statutory or regulatory requirement, or order by or on behalf of any person, entity, or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of “Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)” or materials containing “Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)”;
 - (b)** “Claim” or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of “Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)” or materials containing “Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)”.

VII. DEFINITIONS

(A) “Aircraft” means a vehicle designed for the transport of persons or property principally in the air.

(B) “Automobile” or “auto” means:

- (1)** A land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- (2)** Any other land vehicle that is subject to a compulsory or financial responsibility laws in the state where it is licensed or principally garaged.

(C) “Bodily Injury” means bodily harm, sickness or disease sustained by a person, including death or disability resulting from any of these at any time. “Bodily Injury” includes mental injury, mental anguish, humiliation, shock or death if resulting directly

from “Bodily Injury”. “Bodily Injury” shall include care, loss of services, loss of consortium, or death resulting at any time from the “Bodily Injury”.

(D) “Claim” means:

- (1)** a written demand for monetary relief; or
- (2)** a civil, criminal, or administrative proceeding for monetary or non-monetary relief which is commenced by:
 - (a)** service of a complaint or similar pleading; or
 - (b)** return of an indictment (in the case of a criminal proceeding); or
 - (c)** receipt or filing of a notice of charges.

(E) “Dam” means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:

- (1)** Is twenty-five (25) feet or more in height from the natural bed of the stream or water course at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation, or
- (2)** Has an impounding capacity of fifty (50) acre-feet or more.

“Dam” shall not include any such barrier which is not in excess of or equal to twenty-five (25) feet in height regardless of storage capacity, or which has a storage capacity not in excess of or equal to fifty (50) acre feet regardless of height.

(F) “Damages” means monetary compensation for death (or “Bodily Injury”) and for care and loss of services resulting from “Personal Injury” and for damage to and loss of use of property resulting from “Property Damage” and losses for “Public Officials Errors and Omissions” and “Non-Profit Directors and Officers Liability” including “Defense Costs”.

“Damages” as respects “Employment Practices” only means a monetary judgment, monetary award, or a monetary settlement, including “Defense Costs”, which the “Insured” is obligated to pay.

(G) “Defense Costs” means reasonable attorney's fees, costs and expenses and other reasonable fees, costs and expenses incurred in connection with the investigation, adjustment, defense and appeal of a “Claim” or suit covered hereunder, including the allocated expenses of the “Participating Named Insured’s” Claim Servicing Organization. However, “Defense Costs” do not include the office expenses of the “Company” or the “Insured” nor the salaries of employees or officials of the “Company” or the “Insured”. “Defense Costs” will not include pre and post judgment interest if the “Company” makes a settlement offer.

(H) “Directors, Officers or Trustees” means any persons who were, now are, or shall be directors, trustees, officers, employees, volunteers, contracted employees, or staff members of the organization and shall include any executive board members and committee members whether salaried or not, including their estates, heirs, legal representatives or assigns in the event of death, incapacity or bankruptcy.

(I) “Non-Profit Directors and Officers Liability” means any actual or alleged negligent action or inaction, mistakes, misstatements, errors, neglect, inadvertence, or omission by “Directors, Officers or Trustees” in their discharge of duties on behalf of an “Insured” entity.

(J) “Employment Practices” means any “Claim” made against an “Insured” relating to a past, present or prospective employee of the “Insured” (and the spouse, child, parent, brother or sister of that person as a consequence of the “Employment Practices” that person at whom any of the employment-related practices described below is directed) arising out of:

- (1)** any actual or alleged wrongful dismissal, discharge or termination (either actual or constructive) of employment;
- (2)** employment-related misrepresentation;

- (3) wrongful failure to employ or promote;
- (4) wrongful deprivation of career opportunity;
- (5) wrongful discipline;
- (6) failure to grant tenure or negligent employee evaluation;
- (7) failure to provide adequate employee policies and procedure;
- (8) sexual or workplace harassment of any kind, (including the alleged creation of a harassing workplace environment);
- (9) unlawful discrimination,(including sexual or workplace harassment or creation of a harassing workplace environment) whether direct, indirect, intentional or unintentional.

“Employment Practices” shall include “Claim” brought under state, local, or federal law, whether common or statutory, and shall include allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:

- (10) Americans with Disabilities Act of 1992 (ADA);
 - (11) Civil Rights Act of 1991;
 - (12) Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
 - (13) Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy Discrimination Act of 1978;
 - (14) Civil Rights Act of 1866, Section 1981;
 - (15) Fifth and Fourteenth amendments of the U.S. Constitution.
- (K)** “Fungus(i)” includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including “Molds”, rusts, mildew, smuts and mushrooms.
- (L)** “Habitational Facility” means a place in which to live.
- (M)** “Impaired Property” means tangible property, other than “Your Product” or “Your Work”, that cannot be used or is less useful because:
- (1) It incorporates “Your Product” or “Your Work” that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (2) An “Insured” has failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
 - (a) The repair, replacement, adjustment or removal of “Your Product” or “Your Work”; or
 - (b) An “Insured” fulfilling the terms of the contract or agreement.
- (N)** “Insured” means any person or organization qualifying as an “Insured” under the Persons or Entities “Insured” section of this policy.
- (O)** “Insured Contract” means a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the “Participating Named Insured” or temporarily occupied by the “Participating Named Insured” with permission of the owner is not an “Insured Contract”;
- (1) A sidetrack agreement;

- (2) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (3) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (4) An elevator maintenance agreement;
- (5) That part of any other contract or agreement pertaining to the “Participating Named Insured’s” business (including an indemnification of a municipality in connection with work performed for a municipality) under which the “Participating Named Insured” assumes the tort liability of another party to pay for “Bodily Injury” or “Property Damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (5) does not include that part of any contract or agreement:

- (a) That indemnifies a railroad for “Bodily Injury” or “Property Damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (b) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (i) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (ii) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (c) Under which the “Insured”, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the “Insured’s” rendering or failure to render professional services, including those listed in (b) above and supervisory, inspection or engineering services.

(P) “Occurrence” means:

- (1) With respects to “Personal Injury” described in Definition S.1. and “Property Damage”, an accident, which is neither expected nor intended from the “Insured’s” conduct, including continuous or repeated exposure to substantially the same general harmful conditions which results in “Bodily Injury” or “Property Damage”. All such exposure to substantially the same general conditions will be considered as arising out of one “Occurrence”.
- (2) With respect to “Personal Injury” described in Definition S.2 through S.9, all “Damages” arising out of substantially the same “Personal Injury” regardless of frequency, repetition, the number or kind of offenses, or number of claimants, will be considered as arising out of one “Occurrence”.
- (3) With respect to “Public Officials Errors and Omissions” or “Non-Profit Directors and Officers Liability”, an act, omission to act or failure to act during the “Policy Period” which results in injury or “Damage”.
- (4) With respect to “Employment Practices” liability, an act, omission to act or failure to act during the “Policy Period” resulting from “Employment Practices.”

Only one policy issued by the “Company” and one Limit of Insurance is applicable to any one “Occurrence”.

(Q) “Participating Named Insured” or “You” means any Named Insured listed on a Participation Endorsement attached to this policy. Named Insured means any public entity or non-profit corporation designated as such on a participation endorsement attached to this policy.

(R) “Perfluoroalkyl or polyfluoroalkyl substances (PFAS)” means any of the following:

- (1) Perfluorooctanoic acid (PFOA), a chemical compound described as
 - (a) $C_8HF_{15}O_2$,
 - (b) $F-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-C(=O(O))-H$, or
 - (c) 2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-pentadecafluorooctanoic acid-PFOA;
- (2) Perfluorooctane sulfonic acid (PFOS), a chemical compound described as
 - (a) $C_8HF_{17}O_3S$,
 - (b) $F-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-S(=O(=O)(O))-H$, or
 - (c) 1,1,2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-heptadecafluorooctanesulfonic acid-PFOS;
- (3) Any PFAS replacement related materials, including but not limited to Gen-X, a chemical compound described as
 - (a) $C_6H_4F_{11}NO_3$,
 - (b) Ammonium perfluoro (2-methyl-3-oxahexanoate),
 - (c) C3 Dimer Acid,
 - (d) hexafluoropropylene oxide dimer acid, or
 - (e) HFPO Dimer Acid;
- (4) PFOA or PFOS salts, PFAS-related compounds, or any substances which degrade to PFOA or PFOS; or
- (5) Any PFAS, PFOA, or PFOS identified at any time as a Persistent Organic Pollutant (POP) in Annex A (Elimination), Annex B (Restriction), or Annex C (Unintentional production) in the Stockholm Convention on Persistent Organic Pollutants as ratified by the United States of America and administered by the United States Environmental Protection Agency (USEPA).

by whatever name manufactured, formulated, sold or distributed.

(S) “Personal Injury” means:

- (1) “Bodily Injury”;
- (2) Shock, fright, mental anguish, emotional distress, mental injury, including death or disability resulting from any of the foregoing;
- (3) False arrest, imprisonment, detention, or malicious prosecution;
- (4) Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;
- (5) A publication or utterance that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or reputation;
- (6) A publication or utterance that violates a person's right of privacy;
- (7) Infringement of copyright or trademark or unauthorized use of title;

- (8) Plagiarism or misappropriation of ideas;
- (9) Discrimination on any basis, including but not limited to race, religion, nationality, national origin, color, creed, sex, age, except discrimination included within “Employment Practices”;
- (10) Assault and battery not committed by, at the direction of or with the consent of the “Insured”

However, this limitation does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from “Damage”.

(T) “Policy Period” means the period of time stated in Item 2 of the Participation Endorsement.

(U) “Products-Completed Operations Hazard” means all “Bodily Injury” and “Property Damage” occurring away from premises the “Participating Named Insured” owns or rents and arising out of “Your Product” or “Your Work” except: products that are in the “Participating Named Insured’s” physical possession; or work that has not yet been completed or abandoned.

(V) “Property Damage” means physical injury to tangible property, including all resulting loss of use of such property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

(W) “Public Officials Errors and Omissions” means any actual or alleged negligent action or inaction, mistake, misstatement, error, neglect, inadvertence, or omission by the “Insured” in the discharge of duties on behalf of an “Insured” entity.

(X) “Residential Work or Project” means detached or attached single family homes, single family tract homes, town homes, condominiums, and co-operative housing apartments.

(Y) “Retroactive Date” means the “Retroactive Date” stated on the “Nose Cover And Extended Reporting Period” Endorsement, if attached to this policy, or the participation endorsement, that provided coverage to the “Participating Named Insured” immediately prior to coverage being provided hereunder.

(Z) “Subsidence” shall mean the settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.

(AA) “Terrorist Activity” shall mean any deliberate, unlawful act that:

- (1) is declared by any authorized governmental official to be or to involve terrorism, “Terrorist Activity” or acts of terrorism; or
- (2) includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to:
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
- (3) includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, airplane, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;

- (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
- (d) the use of any bomb, incendiary device, explosive or firearm;
- (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
- (f) the injuring or assassination of any elected or appointed government official or any government employee;
- (g) the seizure, blockage, interference with, disruption of, or “Damages” to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
- (h) the seizure, blockage, interference with, disruption of, or “Damages” to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

(BB) “Ultimate Net Loss” means the sums for which the “Insured” is legally liable to pay as “Damages” by reason of a judgment or settlement, and shall include all costs, including “Defense Costs”, arising out of an “Occurrence”.

However, “Ultimate Net Loss” shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary “Damages”, the multiplied portion of multiplied “Damages”, taxes and any amount or which the “Insureds” are not financially liable or which are without legal recourse to the “Insureds”, or matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

(CC) “Your Product” means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) An “Insured”;
 - (b) Others trading under the name of an “Insured”; or
 - (c) A person or organization whose business or assets an “Insured” has acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products. “Your Product” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of “Your Product.” “Your Product” also includes the providing of or failure to provide warnings or instructions.

“Your Product” does NOT include vending machines or other property rented to or located for the use of others but not sold.

(DD) “Your Work” means:

- (1) Work or operations performed by an “Insured” or on the behalf of an “Insured”; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

“Your Work” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of “Your Work.” “Your Work” also includes the providing of or failure to provide warnings or instructions.

(EE) “Mold(s)” includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and “Fungi” that produce “Molds”.

(FF) “Organic pathogen” means any:

- (1) Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
- (2) Viruses or other pathogens (whether or not a microorganism); or
- (3) Colony or group of any of the foregoing.

(GG) “Spore(s)” means any dormant or reproductive body produced by or arising or emanating out of any “Fungus(i)”, “Mold(s)”, mildew, plants, organisms or microorganisms.

VIII. COMMON POLICY CONDITIONS

(A) Premium

The premium designated in the participation endorsement as Total Advance Premium is a 100% minimum and deposit premium only, which will be credited to the amount of the earned premium due at the end of the “Policy Period”. The earned premium for the “Policy Period” shall be computed by application of the rate shown in the policy Declarations to the audited exposure base.

The first “Participating Named Insured” is responsible for the payment of premium and will be the payee of any returned premiums.

(B) Inspection and Audit

The “Company” shall be permitted but not obligated to inspect the “Participating Named Insured’s” property and operations at any time. Neither the “Company’s” right to make inspections, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the “Participating Named Insured” or others, to determine or warrant that such property or operations are safe.

The “Participating Named Insured” shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the “Company” at the end of the “Policy Period” and at such times during the “Policy Period” as the “Company” may direct. The “Company” may examine and audit the “Participating Named Insured’s” books and records at any time during the “Policy Period” and extensions thereof, within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

(C) “Participating Named Insured’s” Duties in the Event of “Occurrence”, “Claim” or Suit

- (1) In the event of an “Occurrence” which may result in a “Claim”, written notice containing particulars sufficient to identify the “Participating Named Insured” and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and available witnesses, shall be given by or for the “Participating Named Insured” to the “Company” or the Claims Servicing Organization listed on the participation endorsement as soon as practicable.
- (2) If a “Claim” is made or suit is brought against the “Participating Named Insured”, the “Participating Named Insured” shall immediately forward to the “Company” or the Claims Servicing Organization listed on the participation endorsement every demand, notice, summons or other process received by him or his representative.
- (3) The “Insured” shall cooperate with the “Company” and upon its request assist in making settlements, in the conduct of “Claims” or suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the “Participating Named Insured” because of liability with respect to which insurance is afforded under this policy; and the “Participating Named Insured” shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- (4) Whenever the “Insured” has information from which the “Participating Named Insured” may reasonably conclude that an “Occurrence” covered hereunder involves injuries or “Damages” for which the “Participating Named Insured” may be held liable and is likely to involve this policy, notice shall be sent as soon as practicable to the Claims Servicing

Organization listed in the participation endorsement. However, failure to give notice of any "Occurrence" which, at the time of its happening, did not appear to involve this policy but which, at a later date, would appear to give rise to a "Claim" hereunder, shall not prejudice coverage for such "Claim".

- (5) No "Insured" shall, except at his/her own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without "our" consent. The incurring of any expenses or obligation shall be deemed a violation of this Condition and the Company shall have no obligation to pay or reimburse such excess expenses or obligation.
- (6) The "Insured" must also give the "Company" written notice as soon as practicable for any "Occurrence", offense, "Claim" or suit which the insured becomes aware of that includes injury of the following types:
 - (a) Paralysis, paraplegia, or quadriplegia;
 - (b) Loss of eyes or limbs;
 - (c) Spinal cord or brain injury;
 - (d) Sensory organ or nerve injury or neurological deficit;
 - (e) Serious burns;
 - (f) Substantial disability or disfigurement;
 - (g) Death
 - (h) Amputation or loss of use of a major extremity;
 - (i) Any disability where it appears reasonably likely that there will be disability that lasts for more than one year;
 - (j) Rape, sexual abuse offense/molestation of any individual; or
 - (k) Any class action.

(D) Appeals

If a Self-Insured Retention applies and the "Participating Named Insured" elects not to appeal a judgment in excess of a "Participating Named Insured's" Self-Insured Retention, the "Company" may elect to do so at its own expense, but in no event shall the liability of the "Company" for "Ultimate Net Loss" exceed the applicable amount specified in the Limit of Insurance section of the participation endorsement plus all "Defense Costs" necessary and incidental to such appeal.

(E) Action Against the "Company"

No action shall lie against the "Company" with respect to any "Occurrence" unless, as a condition precedent thereto, the "Participating Named Insured" shall have fully complied with all the terms of this policy, nor until the amount of the "Participating Named Insured's" obligation to pay an amount of "Ultimate Net Loss" in excess of the "Participating Named Insured's" Self-Insured Retention, if applicable, shall have been finally determined either by judgment against the "Participating Named Insured" after actual trial or by written agreement of the "Participating Named Insured", the claimant and the "Company".

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the "Company" as co-defendant in any action against the "Participating Named Insured" to determine the "Participating Named Insured's" liability.

(F) Bankruptcy and Insolvency

Bankruptcy or insolvency of the “Participating Named Insured” shall not relieve the “Company” of any of its obligations hereunder.

(G) Other Insurance

If valid and collectible insurance with any other Company is available to the “Insured” covering a loss also covered hereunder, whether on a primary, excess or contingent basis, the insurance hereunder shall be in excess of, and shall not contribute with such other insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this policy, or to other insurance which is intended to provide the remainder of the Limit of Insurance stated in the Declarations of this policy when the insurance afforded under this policy provides less than one hundred (100) percent of the limit set forth on the Declarations.

(H) Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or change in any part of this policy or stop the “Company” from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued by the “Company” to form a part of this policy.

(I) Assignment

Assignment of interest under this policy shall not bind the “Company” until its consent is endorsed hereon; however, if a “Participating Named Insured” shall die, such insurance as is afforded by this policy shall apply (1) to the “Participating Named Insured’s” legal representative, as the “Participating Named Insured”, but only while acting within the scope of his/her duties as such; and (2) with respect to the property of the “Participating Named Insured” to the person having temporary custody thereof as “Participating Named Insured”, but only until the appointment and qualification of the legal representative.

(J) Cancellation

Coverage provided to the “Participating Named Insured” under the participation endorsement may be canceled by the “Participating Named Insured” by surrendering the policy to the “Company” or any of its authorized agents or by mailing to the “Company” written notice stating when thereafter the cancellation shall be effective.

The “Company” may cancel the coverage provided to the “Participating Named Insured”, by mailing to the first “Participating Named Insured” at the address shown in the participation endorsement written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. Provided that the “Participating Named Insured” fails to discharge, when due, any of its obligations in connection with the payment of premium for the policy or any installment thereof, whether payable directly to the “Company” or its agent or indirectly under a premium finance plan or extension of credit, the coverage provided to the “Participating Named Insured” may be canceled by the “Company” by mailing to the “Participating Named Insured” at the address shown in the participation endorsement, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the “Policy Period”. Delivery of such written notice either by the “Participating Named Insured” or by the “Company” shall be equivalent to mailing.

If the “Participating Named Insured” cancels, earned premium shall be computed in accordance with the customary short rate table and procedure, subject to the minimum earned premium shown on the participation endorsement. If the “Company” cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The actions of one “Participating Named Insured” under this paragraph, shall not affect the cancellation of any other “Participating Named Insured”.

(K) Conversion to Run-off Coverage

If prior to the effective date of the cancellation of this policy or if prior to the expiration date of this policy stated in Item 2 of the Declarations,

- (1) another entity acquires substantially all of the “Participating Named Insured”, or
- (2) the “Participating Named Insured” merges into another entity such that the “Participating Named Insured” is not the surviving entity, or
- (3) the “Participating Named Insured” consolidates with another entity, or
- (4) the “Participating Named Insured” ceases to qualify as a not-for-profit organization under the Internal Revenue Code, parts (1), (2), (3), and (4) above shall hereinafter be referred to as “Transaction”, then:
- (5) The “Participating Named Insured” must give written notice of such “Transaction” to the “Company” within thirty (30) days after the effective date of such “Transaction”, and provide the “Company” with such information in connection therewith as the “Company” may deem necessary;
- (6) This policy shall only apply, subject to its terms, with respect to any “Occurrence” actually or allegedly committed prior to the effective date of such “Transaction” described herein above.

(L) Nonrenewal

If we decide not to renew this policy, the “Company” will mail or deliver to the first “Participating Named Insured” shown in the respective participation endorsement and to the producer of record written notice of the nonrenewal not less than 30 days before the expiration date.

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

(M) No Waiver Of Governmental Immunity

If governmental immunity applies to the entity, we will not waive, whether in the adjustment of claims or in the payment of “allocated loss adjustment expenses” in connection with any insured, any governmental immunity of any insured, unless required to do so by applicable federal or state law, and only to the extent required by such law.

Any waiver of immunity required by applicable federal or state law will not subject us to liability for any portion of a “Claim” or judgment in excess of the applicable Limit of Insurance or for damages to which this coverage does not apply.

(N) Severability Of Interests

The terms “Participating Named Insured” and “Insured” are used severally and not collectively, but the inclusion herein of more than one “Participating Named Insured” or “Insured” shall not operate to increase the limits of the “Company’s” liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured - Designated Person or Organization

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT
CORPORATIONS**

Name of Person or Organization:
Any person or entity that the "Named Insured" has entered into a written agreement, prior to a loss, to provide defense, indemnity or additional insured protection.

The following is added to Section **V. PERSONS OR ENTITIES INSURED:**

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the participation endorsement of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.

**GENERAL SERVICE OF SUIT ENDORSEMENT
(Not applicable in Delaware or Pennsylvania)**

Pursuant to any statute of any state or district of the United States of America that makes provision therefor, the Insurer hereby designates the commissioner, superintendent or director of insurance or other officer specified for that purpose in the statute and his or her successors in office and duly authorized deputies as the Insurer's true and lawful attorney for service of legal process in any action, suit or proceeding brought in the state where this Policy is issued by or on behalf of an insured or beneficiary against the Insurer arising out of the insurance issued under this Policy. Any legal process received by such attorney for service of legal process shall be forwarded, except as provided below, to the attention of: **Eve Cutler Rosen, General Counsel, Great American Insurance Company, 301 E 4th Street, Cincinnati, Ohio 45202-4201.**

In **California**, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to the attention of: **Nancy Flores, The CT Corporation System, 818 West Seventh Street, Los Angeles, California 90017;**

In the **District of Columbia**, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to **CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005;**

In **Illinois**, the Director, at his or her option, may forward a copy of the process to the Surplus Line Association of Illinois for delivery to the unauthorized insurer or may deliver the process to unauthorized insurer by another means which the Director considers to be reasonably prompt and certain. To be valid, the process must state the names of the Insured and the unauthorized insurer and identify the contract of insurance.

In **Maine**, the Insurer hereby designates CT Corporation System as its attorney for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **CT Corporation System, One Portland Square, Portland, Maine 04101.**

In **Oregon**, the Insurer and the Insured policyholder hereby agree to waive the provisions of Oregon Insurance Code section **735.490** requiring that service of legal process in any action relating to this Policy shall be served on the insurance agent who registered or delivered this Policy, and instead agree that such service of legal process be mailed directly to **Eve Cutler Rosen, General Counsel, Great American Insurance Company, 301 E 4th Street, Cincinnati, Ohio 45202-4201.**

In **Rhode Island**, the Insurer hereby designates CT Corporation System as its attorney for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **CT Corporation System, 10 Weybosset Street, Providence, Rhode Island 02903.**

The foregoing designations of attorney for service of legal process upon the Insurer shall not constitute a waiver of the Insurer's rights to remove, remand, dismiss or transfer any suit or proceeding from any court, or to commence any suit or other proceeding in any court of competent jurisdiction.

Dated: 08/01/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Deductible Endorsement

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT
CORPORATIONS**

The following is added to Section **I. Insuring Agreement**:

The "Company's" obligation under this insurance to pay "Damages" and "Defense Costs" on the "Insured's" behalf applies only to the amount of "Damages" and/or "Defense Costs" in excess of the deductible amount stated in the "Participating Named Insured's" participation endorsement.

The provision above applies to the terms of this insurance, including those with respect to:

1. The "Company's" right and duty to defend the "Insured" against any "Claim" or suit seeking those damages; and
2. The "Insured's" duties in the event of an "Occurrence", "Claim", or suit, apply irrespective of the application of the deductible amount.

The "Company" may pay any part or all of the deductible amount to effect settlement of any "Claim" or suit and, upon notification of the action taken, the "Participating Named Insured" shall promptly reimburse us for such part of the deductible amount as has been paid by the "Company".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Excess Employers' Liability Coverage Endorsement

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

- A.** Paragraph **B.** of **Section VI. Exclusions** is deleted.
- B.** This insurance applies to "Damages" that the "Insured" is legally obligated to pay because of "Bodily Injury" to any employee of the "Insured" arising out of and in the course of employment by the "Insured", but only if insurance for such "Bodily Injury" to an employee of the "Insured" is provided under the "Participating Named Insured's" Workers' Compensation Coverage B, Employers Liability.

Coverage provided by this endorsement will:

1. Only apply as excess of the "Participating Named Insured's" Workers' Compensation Coverage B. Employers Liability policy providing limits no less than \$1 Million Bodily Injury By Accident – each accident/\$1 Million Bodily Injury by Disease - Aggregate/\$1 Million Bodily Injury By Disease – each employee. Failure to maintain the limits of Workers' Compensation Coverage B. Employers Liability described above will not invalidate this insurance. However, this insurance will apply as if the above limits of Workers' Compensation Coverage B. Employers Liability were in full effect;
2. Follow the provisions, exclusions and limitations of the Workers' Compensation Coverage B. Employers Liability policy, unless otherwise directed by this policy; and
3. Not be broader than that provided by the Workers' Compensation Coverage B. Employers Liability policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Fire Damage Legal Liability

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT
CORPORATIONS**

SCHEDULE		
Fire Damage Legal Liability	\$1,000,000	Per Occurrence

A. Paragraph (C) in Section VI. Exclusions is revised by the addition of the following:

However, this exclusion does not apply to “Property Damage” to real property or personal property in the care, custody or control of the “Insured” as a result of a fire to premises occupied by the “Insured” and caused by the “Insured’s” negligence. A separate limit of insurance applies to this coverage as described in paragraph B. below.

B. The following is added to Section III. The Company’s Limit of Liability:

Subject to Paragraph **B.1.** of Section **III. The Company’s Limit of Liability**, the Fire Damage Legal Liability Limit in the Schedule of this endorsement is the most the “Company” will pay for all “Damages” because of “Property Damage” described in paragraph **A.** of this endorsement arising out of any one “Occurrence”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Employee Benefit Liability Coverage Endorsement

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

A. Section VI. EXCLUSIONS is revised by the addition of the following:

This policy does not apply:

To "Non-Profit Directors and Officers Liability" or "Public Officials Errors and Omissions" for:

1. Dishonest, Fraudulent, Criminal Or Malicious Acts
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.
2. Failure To Perform A Contract
Damages arising out of failure of performance of a contract by any insurer.
3. Insufficiency Of Funds
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "Employee Benefit Program".
4. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation
Any "Claim" based upon:
 - a. Failure of any investment to perform;
 - b. Errors in providing information on past performance of investment vehicles; or
 - c. 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".
5. 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.
6. Taxes, Fines or Penalties
Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
7. Employment-Related Practices
Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

To "Employment Practices" liability, for

1. Any "claim" arising out of the administration of any employee benefit plan or the administration of self-insurance funds including any investment activities.

B. For purposes of the coverage provided by this endorsement, the following definitions are added to Section VII. DEFINITIONS:

1. "Administration" means:

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- a. Providing information to "Employees", including their dependents and beneficiaries, with respect to eligibility for or scope of and "Employee Benefit Program";
- b. Handling records in connection with the "Employee Benefit Program"; or
- c. Affecting, 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" mean plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Employee Benefit Program" means a program providing some or all of the following benefits to "Employees", whether provide 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; and
 - 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.

C. The following Definitions in **Section VII. Definitions** are amended to include the following:

- 1. "Non-Profit Directors and Officers Liability" also includes any act, error or omission of the "Participating Named Insured" negligently committed in the "Administration" of the "Participating Named Insured's" "Employee Benefit Program".
- 2. "Public Officials Errors and Omissions" also includes any act, error, or omission of the "Participating Named Insured" negligently committed in the "Administration" of the Participating Named Insured's "Employee Benefit Program".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Amendment

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT
CORPORATIONS**

The Participation Endorsement(s) attached to this policy specifies the coverages and limits applicable to the "Participating Named Insured" of the Special Liability Insurance Program (SLIP) listed on such Participation Endorsement. Where a coverage is checked-off on the Participation Endorsement, such coverage applies to the listed "Participating Named Insured". Where a coverage is not checked-off on the Participation Endorsement, such coverage will be excluded for the listed "Participating Named Insured".

The provisions of this endorsement apply notwithstanding anything to the contrary in the other terms, definitions, conditions, and exclusions terms and conditions of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Primary and Non-Contributory Coverage Endorsement

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

The following is added to Section **VIII. COMMON POLICY CONDITIONS**:

If insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. The "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a. This insurance be primary insurance;
- b. They be an additional insured on this Policy; and
- c. The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.

MAILING ADDRESS:
Public Sector Division
Great American Insurance
PO Box 1061
Cincinnati, OH 45201

Public Sector Division
FIRST NOTICE OF LOSS

E-MAIL COMPLETED FORM TO: publicsectorclaims@gaig.com

From:						Date:					
						Type of Claim: <input type="checkbox"/> General Liability <input type="checkbox"/> Auto <input type="checkbox"/> SBLL <input type="checkbox"/> EBL <input type="checkbox"/> WC <input type="checkbox"/> Public Off./Prof. Liab <input type="checkbox"/> Police Prof <input type="checkbox"/> Property <input type="checkbox"/> Crime					
File Handler:						Claim Number:					
Phone and email:						Date of Loss:					
						Date Claim Made:					
						Date Reported to Pool:					
						Coverage Applies: <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made					
Account Name:						Account Member Name:					
Account's Self Insured Retention:						Excess Policy Limits:					
Account's (Member) Deductible:						Umbrella Carrier Name/ Policy number and limits:					
Great American Policy # or Reinsurance Agreement # :						Effective Dates:					
Loss Location:						In Suit: <input type="checkbox"/> Yes <input type="checkbox"/> No Trial Date:					
Claimant name and address:											
Gender:				Date of Birth:							
Injury or Damage:						Dependents and Ages:					
If Auto - Member driver name and address:						Insured Vehicle and VIN:					
Description of Loss:											
Claim Handler Liability Assessment: 											
Current Reserve Information: CLAIMANT NAME: (if there are multiple claimants, provide information for each and total experience)											
	Paid Amount	Outstanding Reserve				Incurred Amount					
Loss:											
Expense:											

Please attach relevant summary documents from the file, including the lawsuit, claim investigative reports and opinions from legal counsel.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Securities and Financial Interest Exclusion

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT
CORPORATIONS**

The following exclusion is added to Section **VI. Exclusions**:

This policy does not apply:

To any "Damages" arising out of or by reason of:

- (1) The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
- (2) Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- (3) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

Furthermore, the "Company" has no obligation to defend or to pay for the defense of any "Claim" that may allege any of the foregoing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBROGATION

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

The following is added to Section **VIII. COMMON POLICY CONDITIONS**:

(N) Subrogation.

To the extent of any payment hereunder, the "Company" shall be subrogated to all of the "Insured's" rights of recovery, therefore; and the "Insured" shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest, including the "Insured's", having paid an amount in excess of any "Participating Named Insured's" Self- Insured Retention plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. The "Company" shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the "Participating Named Insured". The expenses of all such recovery proceedings shall be apportioned in the ratio of the respective recoveries. If there is no recovery in proceedings conducted solely by the "Insured", it shall bear the expenses thereof. However, the "Company" will waive its right of subrogation against any person or organization for whom the "insured" is performing operations, but only if:

- 1) That person or organization requires in the written agreement with the "Participating Named Insured" that the "Participating Named Insured" waive its right of recovery against that person or organization; and
- 2) The written agreement is made prior to the date of the "Occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Non-Owned and Hired Automobile Liability

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

A. Paragraph B. of Section III. THE COMPANY'S LIMIT OF INSURANCE is revised as follows:

1. Paragraph B.1. is revised by the addition of the following:

However, this Limit shall not include any "Damages" because of "Bodily Injury" or "Property Damage" caused by an "Occurrence" arising out of the maintenance or use of a "Hired Auto" or "Non Owned Auto".

2. The following is added to Paragraph B:

Non-Owned or Hired Automobile Liability Limit – The Non-Owned or Hired Automobile Liability Limit is the most the "Company" will pay for "Bodily Injury" or "Property Damage" arising out of:

- a.** The maintenance or use of a "Hired Auto" by the "Participating Named Insured" or their "Employee" in the course of the "Participating Named Insured's" business; or
- b.** The maintenance or use of a "Non-Owned Auto" by any person other than the "Participating Named Insured" in the course of the "Participating Named Insured's" business.

B. Section VI. EXCLUSIONS is revised by the addition of the following:

This policy does not apply:

To any liability arising out of a "Hired Auto" or "Non-Owned Auto" that is used in any speed racing or drag racing contest or exhibition, any demolition derby or similar use by or for the "Participating Named Insured".

C. Section VII. DEFINITIONS is revised by the addition of the following:

- 1.** "Hired Auto" means an "Auto" the "Participating Named Insured" leases, hires, rents or borrows. This does not include any "auto" owned by the "Participating Named Insured" under a long term (12 months or more) lease to the "Participating Named Insured", or hired, rented, or borrowed from any of the "Participating Named Insured's" employees, partners, members or members of their households.
- 2.** "Non-Owned Auto" means any "Auto" the "Participating Named Insured" does not own, lease, hire or borrow which is used in connection with the "Participating Named Insured's" business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided by the Policy:

A. The following is added and supersedes any provisions to the contrary:

1. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1)** Nonpayment of premium; or
- (2)** Discovery of fraud by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

2. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2)** Discovery of fraud or material misrepresentation by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.
- (3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4)** Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5)** Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6)** A determination by the Commissioner of Insurance that the:
 - (a)** Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b)** Continuation of the policy coverage would:
 - (i)** Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii)** Threaten our solvency.
- (7)** A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation** Condition:

1. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D. Covered Causes Of Loss – Special.**
- d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:
 - (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
 - (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
 - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

- 1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

- b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs c., d. and e. below.

- c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
 - (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1**.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1**., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.