All provisions of the Commercial Liability Coverage Form (GL-100) and any Liability Coverage Endorsements or Medical Coverage Endorsements (BGL Forms) of the policy are subject to the terms of this policy. Only one liability coverage will apply to an occurrence and any related loss. This endorsement is attached to and made part of the policy.

This insurance endorsement forms part of your policy contract. Please read it carefully.

MINISTRY OPERATIONS

LIABILITY AND MEDICAL COVERAGE FORM

The following terms apply to all liability, medical and related coverages (GL, BGL, and BCG forms). In the case of conflicting terms, the terms in this endorsement will replace the conflicting terms in the Commercial Liability Coverage Form (GL-100). Defined words or phrases in this policy will be shown in either bold type or quotation marks.

DEFINITIONS

The Definitions in the Commercial Liability Coverage Form (GL-100), together with the following definitions, apply to all liability, medical and related coverages of this policy (as provided in GL and BGL forms), unless otherwise specifically modified.

Advertising violation means the posting, publication, communication or depiction of any advertising or promotional material that:

a. disparages a person or entity goods, products, or services; or

b. is false, harmful or misleading; or

c. violates any federal, state or local comparative advertising law; or

d. serves as the basis of a claim for financial damages arising out of the marketing or publicity of your organization; or out of the promotion of your organization's goods or services.

Appointed person means a person (other than your leader or employee), who has been appointed to an unpaid position within your organization, but only while acting on your behalf and within the scope of the authority delegated to them by you, your leaders or your employee. Any person who is appointed to undertake work at a single program or event lasting 24 hours or less will be considered a volunteer rather than an appointed person.

Athletic activity means the preparation, practice or participation in:

a. any sporting, athletic or fitness activity in a gymnasium or on a court, ball diamond, ball field or sports/athletic field or facility located on premises that you own or operate; or

b. any sporting, athletic or fitness activity, including league or intramural play, occurring on or away from your premises; or

c. any recreational activity occurring on a snow slope or at a roller rink or skating rink.

Camp activity means the training, instruction, supervision, reasonable discipline and provision of shelter to campers at a retreat or camping facility, and all other operations directly related to such activity.

Camper means a person who has arrived at a retreat or camping facility, and who intends to spend one or more nights at the facility, or who intends to participate in a scheduled camp or retreat program of at least 4 hours that is operated in connection with the facility. A camper remains a camper from the time they reach the retreat or camping facility until they depart the facility to return to their usual place of residence. Camper does not include any of your employees or anyone you hire to work at the camp or retreat.

Counseling act means the rendering of advice to another person, but only if such advice is provided for the purpose of benefiting the person's mental
emotional or spiritual condition. **Counseling act** does not include the rendering of legal, medical, financial or similar advice that is outside of the scope of psychological or spiritual counseling, and does not include the rendering of advice to, or in the presence of, a general audience. Counseling which occurs over time will be considered a single counseling act, even if it takes place during more than one policy period.

**Covered person** means, with respect to any Additional Coverage provided by a Liability Coverage endorsement, only those persons or entities who are defined as a “covered person” in the Endorsement. If a covered person should die, then their estate will be considered to be a covered person if a covered claim is made against the estate.

For purposes of defining covered territory in the Commercial Liability Coverage Form (GL-100), the phrase away for a short time on your business means that the person: (1) is intending to be outside of the basic territory for no more than 60 days; and (2) is traveling on your behalf and with your permission. In addition, to the extent that Principal Coverage M (Medical Payments) would have otherwise applied to persons who are away from the basic territory for a short time on your business, such coverage will apply regardless of whether suit is filed or any liability settlement has been agreed to.

**Damages** means compensation in the form of money for a person or entity who claims to have suffered an injury. But damages do not include any money that would have been owed (by statute, contract or otherwise) independent of such injury, nor does it include any cost, fee or expense incurred to pursue a claim or to prove the extent of injury sustained.

**Day care activity** means the teaching, supervision, evaluation, reasonable discipline and care of day care participants in exchange for the payment of a fee, and all other operations directly related to such activity.

**Day care participant** means a person enrolled in a program providing care, supervision and/or instruction to infants, toddlers and/or preschool children for which a fee is charged. If the program includes teaching at the kindergarten level, however, then any person enrolled in the kindergarten program will be considered a day care participant. A day care participant remains a day care participant from the time they reach the day care facility until they depart the facility to return to their usual place of residence. An off-hours supervised child will not be considered to be a day care participant for purposes of applying any medical payments coverage of this policy.

**Defamatory act** means the posting, publication, communication or depiction of any information that:

a. slanders or libels a person or entity; or

b. constitutes an injurious falsehood; or

c. constitutes defamation of character, or that otherwise harms a person’s reputation.

**Discriminatory act** means:

a. any act that would be considered discrimination under any applicable federal, state or local statute, ordinance or law, or

b. any conduct characterized or interpreted as violating any federal, state or local statute, ordinance or law enacted for the purpose of protecting individuals from discriminatory conduct; or

c. any disparate treatment or disparate impact sustained by any person because of that person’s race, religion, gender, sexual orientation, age, nationality, physical impairment or disability; or

d. any conduct characterized or interpreted as being discriminatory in nature by a person against whom such conduct is directed.

Any of the above acts or conduct will be considered a single discriminatory act if undertaken by the same perpetrator(s), entity or employer, even if such acts are directed against more than one person, occur over time, or take place during more than one policy period.

**Discriminatory act** does not include conduct characterized or interpreted as sexual intimidation or sexual harassment, or as intimidation or harassment based on a person’s gender.

**Emotional injury** means mental or emotional injury, suffering or distress sustained by a person other than as a result of physical injury. Emotional injury does not include bodily injury, property damage, personal injury or financial damage of any kind.

**Employee benefit** program means any of the following programs, insurance or plans procured, maintained or monitored by any entity or employer for the benefit of any past or present group of employees or the dependents/beneficiaries of such employee group.
a. group medical, accident, health or life insurance programs, or any workers' compensation, disability, or unemployment insurance; or

b. severance programs or salary continuation plans, or any pension or retirement benefit plans.

Financial damage means financial or monetary loss sustained by a person or entity, but does not include:

a. loss of any kind sustained by you or your leader; or

b. loss sustained in relation to the holding or investment of your funds or the funds of your leaders; or

c. any cost, fee or expense incurred to pursue a damage claim or to prove the extent of financial or monetary loss sustained; or

d. any bodily injury, property damage, emotional injury or personal injury of any kind.

General contractor means any person or entity who oversees or directs the performance of construction or demolition work, and to whom workers or subcontractors report in connection with the work undertaken. The owner of property on which such work is being performed will be considered a general contractor with respect to work on the premises unless the owner has hired an outside independent contractor to oversee and direct the work.

Infringement act means the posting, publication, communication, performance or depiction of any material that:

a. infringes any copyright, slogan, trademark, title or trade name, the rights to which are owned by another person or entity; or

b. violates the publicity rights that are owned by another person or entity; or

c. constitutes plagiarism, theft of concept, piracy of intellectual property or the violation of any implied contract regarding the use of another person's or entity’s creative ideas; or

d. fails to provide proper attribution of authorship, ownership, or other rights in a work; or

e. constitutes the unauthorized reproduction, display, or use of music, hymns, commentaries, ministry study aids or other similar material; or

f. breaches any licensing rights associated with content that is owned by another person or entity; or

g. misappropriates the content, format, trade name, slogan, logo, graphic material, artwork, musical composition, stage performance, photographic depiction, web design or other creative work that is created and owned by another person or entity; or

h. conveys a trade secret to one or more third parties or to the general public without permission of the owner of the trade secret; but infringement act does not include any actual or alleged infringement of a patent, a patentable invention or patentable process.

Leader means a person while serving as a member of your governing board, or your administrator, director, officer or trustee, but only if acting on your behalf and within the scope of their delegated authority as such.

Loss means specified bodily injury, property damage, emotional injury, personal injury or financial damage.

Major construction/demolition project means the building of a new structure or the addition onto, or demolition of, an existing structure that you own, use or occupy (or that you intend to own, use or occupy in the future), but only if:

a. the construction involves the installation of pre-fabricated rafters or trusses; or

b. the structure, or addition being built, when completed, will encompass more than 5,000 square feet; or

c. the demolition is of a structure encompassing more than 5,000 square feet.

Medical expense means reasonable and necessary expenses for:

a. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses; and

b. ambulance, hospital, professional nursing, and funeral services; and

c. first aid at the time of an accident
Off-hours supervised child means a child age 14 or younger who is enrolled in a school or day care program, but who is being supervised as part of an off-hours supervision program.

Off-hours supervision program means a structured program designed to provide: (1) before school and/or after school supervision for children; or (2) before day care or after day care supervision for children. Such program may be either fee-based or uncompensated child care, but does not include:

a. any program occurring when the school or day care of an off-hours supervised child is normally in session; or
b. any full-day child care program; or
c. any program that involves residential (overnight) child care or residential shelter operations of any kind.

Personal injury means any of the following:

a. a defamatory act; or
b. an infringement act; or
c. an advertising violation; or
d. a personal violation.

But personal injury does not include bodily injury, property damage, emotional injury or financial damage of any kind; nor any injury arising directly or indirectly out of or in connection with any sexual act, counseling act, or discriminatory act.

Personal rights breach means the posting, publication, communication or depiction of material or information that:

a. violates the person’s right of privacy; or
b. breaches the person’s expectation of confidentiality.

Personal violation means any of the following wrongful acts directed against one or more persons:

a. improper restraint, detention, or imprisonment of the person; or
b. trespass or wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a premises occupied by the person; or
c. any type of personal rights breach.

Policy period means only that time period shown as the policy period on the declarations of this policy.

Prior claim means a formal claim, a civil lawsuit, civil government action or similar proceeding directed against one or more insureds or covered persons in which monetary damages or equitable relief is sought, but only if such claim, lawsuit, action or proceeding was filed or initiated prior to the date on which this policy or any applicable coverage takes effect. Prior claim includes a claim or litigation which is in process on the date that any coverage of this policy takes effect.

Products, as defined in the Commercial Liability Coverage Form (GL-100), does not include food that is made, prepared or distributed by you or on your behalf as part of: (1) a social gathering; (2) an incidental fundraising project (lasting no more than two weeks); or (3) a meal served to your students, day care participants, or campers.

Related loss means a loss, or multiple losses, of any kind arising directly or indirectly out of the same occurrence, or out of the same or related act(s), error(s), omission(s), decision(s), incident(s), event(s) or breach(es) of duty.

Related organization/operation means an organization or operation:

a. which has separate leadership or separate operations from you; and
b. whose leaders report to you or to your leaders; and
c. over which you have authority or control.

Saddle animal means any domesticated animal which is used to carry one or more person.

School activity means the teaching, supervision, evaluation, reasonable discipline and graduation of students in exchange for the payment of tuition, and all other operations directly related to such activity.

Sexual act means:

a. any act that would be considered a criminal act under any applicable federal, state or local statute, ordinance or law relating to sexual offenses; or
b. any actual or attempted touching of a person by another person for the purpose o
obtaining sexual arousal or sexual gratification; or

c. any other act undertaken by a person for the purpose of obtaining sexual arousal or sexual gratification; or

d. any conduct characterized or interpreted as sexual harassment; or

e. any conduct characterized or interpreted as being sexual in nature.

Any of the above acts or conduct will be considered a single sexual act if undertaken by the same perpetrator or perpetrators, even if such acts are directed against more than one person, happen over time, or take place during more than one policy period.

Sexual harassment means only those sexual acts involving conduct that is characterized or interpreted as sexual intimidation or sexual harassment, or as intimidation or harassment based on a person’s gender. Any such conduct will be considered a single sexual harassment incident if undertaken by the same perpetrator or perpetrators, even if such conduct is directed against more than one person, happens over time, or takes place during more than one policy period.

Student means a person enrolled in a scholastic or educational program at the kindergarten level through the postgraduate level for which a fee is charged. A student remains a student from the time they reach the educational facility until they depart the facility to return to their usual place of residence. An off-hours supervised child will not be considered to be a student for purposes of applying any medical payments coverage of this policy.

Terms are all limitations, exclusions, conditions, definitions and other provisions that apply to any liability, medical or related coverage of this policy.

Volunteer means a person (other than your leader, appointed person or employee) who is undertaking work without compensation for the benefit of your organization, but only while acting on your behalf and within the scope of authority delegated to them by you, your leader, your employee or your appointed person.

**PRINCIPAL COVERAGES**

We provide insurance for the Principal Coverages (Coverages L, M, N, and O), as granted in the Commercial Liability Coverage Form (GL-100), but only if a specific policy form and coverage limit entry are made next to the principal coverage on the Liability Schedule of the declarations. Our granting of these Principal Coverages will not act to increase the limits stated for any Additional Coverage, and only a single Liability Coverage and Medical Coverage (as set forth in Condition 9 of this Form) will apply to any occurrence and any related loss.

**SUPPLEMENTAL COVERAGES**

Subject to all the terms of the Principal Coverages, we provide the Supplemental Coverages granted in the Commercial Liability Coverage Form (GL-100). These coverages do not increase the limits stated for the Principal Coverages, nor do they apply with respect to any Additional Coverages. The following modification applies to all coverages:

The last paragraph of the Supplemental Mobile Equipment coverage of the Commercial Liability Coverage Form (GL-100) is deleted and replaced by the following:

We will not provide any uninsured/underinsured motorists, no-fault or any other coverage not specifically provided by this policy for any:

a. owned vehicles that are not designed primarily for use on public roads; or

b. owned vehicles that do not qualify as mobile equipment; or

c. nonowned vehicles of any kind.

Further, even with respect to qualifying mobile equipment, we will not provide any uninsured/underinsured motorists, no-fault or other like coverages that are not specifically required by an applicable motor vehicle insurance law.

**ADDITIONAL COVERAGES**

We provide insurance for the Additional Coverages (Coverages other than L, M, N and O, or the Supplemental Coverages of this policy) as granted in any Liability Coverage Endorsement, any Medical Coverage Endorsement or any related coverage of this policy (as provided in a BGL form), but only if a specific policy form and coverage limit entry are made next to the Additional Coverage on the Commercial Liability Schedule of the declarations. Our granting of these Additional Coverages will not act to increase the limits stated for any Principal Coverage, and only a single Liability Coverage an
Medical Coverage (as set forth in Condition 9 of this form) will apply to any one occurrence and any related loss.

DEFEASE COVERAGE

Subject to the terms of this Liability and Medical Coverage Form (BGL-11) and any applicable endorsements, we provide the Defense Coverage of the Commercial Liability Coverage Form (GL-100) in relation to applicable liability coverages (Principal, Supplemental and Additional), as set forth in Condition 9 of this form. No Defense Coverage will be provided in relation to any suit or proceeding, however, unless one of the following conditions exist:

a. the allegations of the suit or proceeding are covered under the terms of this policy; or

b. a Defense Coverage is specifically provided by an applicable endorsement of this policy in relation to such suit or proceeding.

If any Defense Coverage applies to a suit or proceeding, a defense will be provided subject to all terms and limits relating to the applicable Defense Coverage. Unless specifically indicated otherwise in an applicable endorsement of this policy:

a. payment provided under the Defense Coverage of the policy will be made in addition to the limits of coverage; and

b. we maintain the right to select defense counsel in connection with any legal defense that is provided by this policy.

EXCLUSIONS

Each of the exclusions (1 through 13) in the EXCLUSIONS THAT APPLY TO BODILY INJURY AND PROPERTY DAMAGE section of the Commercial Liability Coverage Form (GL-100), unless specifically modified or eliminated in an applicable Liability Coverage Endorsement, Medical Coverage Endorsement or other endorsement, apply not only to events resulting in bodily injury or property damage, but also to events resulting in:

a. emotional injury; and

b. personal injury; and

c. financial damage

These Exclusions 1 through 13 of the Commercial Liability Coverage Form (GL-100) also apply to all Principal and Additional Coverages of the policy, unless specifically modified or eliminated herein, or modified or eliminated in an applicable Liability Coverage Endorsement, Medical Coverage Endorsement or other endorsement.

The following exclusionary provisions 1 and 6 replace and supersede exclusions 1 and 6 of the Commercial Liability Coverage Form (GL-100).

1. We do not pay for loss of any kind:

   a. that is expected by, directed by, or intended by any insured or by any covered person; or

   b. that is the result of any willful, wanton or malicious act of any insured or any covered person.

But Exclusion 1.a. above does not apply to bodily injury that arises out of the reasonable use of force to protect people or property.

6. We do not pay for loss of any kind arising directly or indirectly out of, or in relation to, the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, control, loading or unloading of any "excluded auto/conveyance," or the supervision of any person(s) while occupying any "excluded auto/conveyance."

"Excluded auto/conveyance" means:

a. an auto: (1) that is owned by, titled to, loaned to or leased or rented to any insured or leader; (2) that is serviced, repaired or maintained by any person acting on behalf of any insured; or (3) that is used by, on behalf of, for the benefit of, or at the direction of, any insured or leader; and

b. watercraft that: (1) is owned by you; (2) is greater than 26 feet in length; or (3) is used to carry persons or property for a charge; and

c. mobile equipment that is not specifically covered under the Mobile Equipment Supplemental Coverage of the GL-100; and

d. aircraft or other air conveyance of any kind
ADDITIONAL EXCLUSIONS THAT APPLY TO ALL COVERAGEs

We do not pay for loss of any kind if one or more of the following excluded causes or events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded cause or event.

14. We do not pay for loss of any kind arising directly or indirectly out of or in connection with any actual or alleged sexual act. (But if Sexual Acts Coverage is properly shown as an Additional Coverage on the declarations, then we will provide the coverage afforded in the applicable Sexual Acts Liability Endorsement, but strictly subject to the terms and limits of such Sexual Acts coverage.)

15. We do not pay for loss of any kind arising directly or indirectly out of or in connection with any actual or alleged counseling act rendered by a pastor, minister, professional counselor, school counselor or trained lay counselor. (But if Counseling Acts Coverage is properly shown as an Additional Coverage in the declarations, then we will provide the coverage afforded in the applicable Counseling Acts Liability endorsement, but strictly subject to the terms of such coverage.)

16. We do not pay for loss of any kind arising directly or indirectly out of or in connection with any actual or alleged discriminatory act.

17. We do not pay for loss of any kind arising directly or indirectly out of or in connection with the ownership, maintenance, supervision, rental or use of any:
   a. saddle animals that you own, rent, lease or keep on your premises; or
   b. livestock that you own, rent, lease or keep on your premises.

But this animal exclusion does not apply to the use of animals or livestock for a short-term ministry production, display or performance.

18. We do not pay for loss of any kind arising directly or indirectly out of or in connection with any actual or alleged breach of an express or implied contract. This exclusion does not affect any coverage for Incidental Contractual Liability that is provided by this policy.

19. We do not cover loss of any kind on behalf of any person or entity who engages in any fraudulent act, willful harm or the violation of any local, state or federal criminal or racketeering statute. (But if a criminal act is sexual in nature, then exclusion 14 above will replace and supersede the first part of this exclusion). We also do not pay for fines, penalties or other non-compensatory damages arising directly or indirectly out of or in connection with any fraudulent act, willful harm or the violation of any criminal or racketeering statute.

20. We do not pay for loss of any kind sustained by any employee or clergy of an insured, whether or not such employee or clergy is acting in the course and scope of employment at the time of loss.

This exclusion does not apply, however, to bodily injury sustained by an employee or clergy under the following circumstances:

   a. if the employee or clergy is not in the course and scope of employment at the time of the injury; and

   b. if, in addition, a Workers’ Compensation policy or similar program, covering all of your employees and clergy, is in place at the time of the injury.

21. We do not pay under more than one Liability Coverage or more than one Medical Coverage (as set forth in Condition 9 of this form) for loss arising directly or indirectly out of an occurrence, or out of the same or related accident(s), incident(s), or event(s).

22. We do not pay for loss of any kind other than the type of loss (bodily injury, property damage, emotional injury, personal injury or financial damage) for which coverage is specifically provided by the Principal Coverage, Supplemental Coverage or Additional Coverage of this policy.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL COVERAGEs

The following provision applies to the Exclusions That Apply Only to Medical Payments section of the Commercial Liability Coverage (Form GL-100).

1. Exclusion 1 of the Additional Exclusions that Apply Only to Medical Payments section of the Commercial Liability Coverage Form (GL-100) i
deleted to the extent that medical payments coverage is otherwise provided by this policy.

2. Exclusion 7 of the Additional Exclusions that Apply Only to Medical Payments section of the Commercial Liability Coverage Form (GL-100) is deleted to the extent that the hotel, motel, or tourist court:

a. is owned by, operated by or controlled by a Christian ministry organization; and

b. is not affiliated with or related to any camp facility; and

c. is not located on or adjacent to any property or facility upon which camp activity is regularly undertaken.

The following exclusions apply in addition to the other exclusions in the Commercial Liability Coverage Form (GL-100) and this Form (BGL-11) which are applicable to bodily injury.

10. We do not pay any medical expense for bodily injury to any student or day care participant enrolled in a program of any facility owned or operated by you or on your behalf, or operated on your premises.

11. We do not pay any medical expense for bodily injury sustained by any tenant of an insured, or by any person who regularly resides on the premises where the injury occurs.

12. We do not pay any medical expense for bodily injury to any person staying at your facility, if the facility regularly houses or cares for persons who do not have a residence or who have voluntarily or involuntarily placed themselves, or been placed, at your facility.

13. We do not pay any medical expense for bodily injury sustained by anyone who is:

a. trespassing on property when the injury occurs; or

b. on or in an area without permission; or

c. on or in an area that the person does not have a reasonable belief they are entitled to occupy.

14. Exclusion 20 of the Additional Exclusions That Apply to All Coverages section of this form will not apply to any Medical Coverage of this policy that would otherwise provide coverage to your off-duty employees.

15. We do not pay any medical expense for bodily injury to any person arising out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, control, loading or unloading of any auto of any kind.

WHAT MUST BE DONE IN CASE OF LOSS

Each of the duties in the What Must be Done in Case of Loss section of the Commercial Liability Form (GL-100) apply to all Principal Coverages, Supplemental Coverages, and Additional Coverages to which this insurance applies. The following provision will also apply to all coverages:

1. All insureds, covered persons, and any other person who may be seeking payment under the terms of this policy must cooperate with us as we investigate, negotiate and attempt to settle any potentially covered loss. Such cooperation includes, but is not limited to, protecting evidence, submitting to written or recorded statements, executing documents (including documents necessary to resolve claims), and responding to other requests that we make during the course of investigation. Failure to comply with this requirement will act to void coverage under the terms of this policy.

HOW MUCH WE PAY

The How Much We Pay section of the Commercial Liability Coverage Form (GL-100) is deleted and replaced by the following provisions.

1. The Coverage Limit shown in the declarations for any Principal Coverage or Additional Coverage, subject to the General Occurrence Limit, Coverage Aggregate Limit and General Aggregate Limit, is the most we will pay for all losses arising out of an occurrence or accident to which such Principal Coverage or Additional Coverage applies. This Coverage Limit is the most we will pay regardless of:

a. the number of persons, entities, organizations or related organizations/operations to whom this policy provides coverage; or

b. the number of losses or related losses arising directly or indirectly out of one or more related acts, errors, omissions
5. Subject to the General Occurrence Limit and the General Aggregate Limit, our limit for property damage covered under Coverage O is set forth in Form BGL-951, unless a different limit is shown on the declarations.

6. The Coverage Aggregate Limit shown in the declarations for any Coverage, subject to the General Aggregate Limit, is the most we will pay under the Principal Coverage or Additional Coverage to which the Coverage Aggregate Limit applies, for all occurrences taking place during the period to which the Coverage Aggregate Limit applies (as described in Provision 8 of this section).

7. The General Aggregate Limit is the most we will pay during the period to which the General Aggregate Limit applies (as described in Provision 8 of this section) for the sum of:

   a. all damages under Principal Coverages L, N, and O;

   b. all medical expenses under Principal Coverage M; and

   c. all damages, costs and medical expenses under any Supplemental Coverages or Additional Coverages.

8. Unless an Aggregate Limit is stated in a Liability Coverage Endorsement to apply on a per policy period basis, all Aggregate Limits of the policy will re-set every 12-months from the inception date of the applicable Liability Coverage until the date that the coverage is terminated or expires.

9. If an occurrence to which any Liability Coverage of this policy applies consists of acts, errors, omissions, decisions, incidents, events, breaches of duty, damage or loss occurring on more than one date during any policy period or policy periods, such events or damage, together with any related loss, will constitute a single occurrence, and the date of occurrence will be considered to be the earlier of:

   a. the date on which the last alleged act, error, omission, decision, incident, event, breach of duty, damage or loss out of which the claim arises should occur; or

   b. the last day that we provide any coverage to you for such act, error, omission, decision, incident, event, breach of duty, damage or loss.

The policy forms, endorsements and limits in effect on the date of occurrence will govern decisions, incidents, events or breaches of duty; or
c. the number of persons acted upon, or who otherwise sustain injury, damage or loss; or
d. the number of claims made or suits brought, or the number of persons initiating such claims or suits; or
e. the extent or duration of the injury, damage, loss or any related loss; or
f. the extent, duration or number of acts, errors, omissions, decisions, incidents, events, or breaches of duty contributing to injury, damage or loss; or
g. the number of our policy periods, or portions thereof, over which any acts, errors, omissions, decisions, incidents, events, or breaches of duty contributing to injury, damage or loss should occur, or over which the injury, damage, loss, or related loss should occur.

2. Any limit specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such limit applies. The specified limit is subject to any applicable coverage limit, occurrence limit or aggregate limit applying to the occurrence or accident.

3. The Coverage Limit for all Supplemental Coverages of the policy will be equal to the Coverage Limit for Principal Coverage L, and will be subject to the same General Occurrence Limit, Coverage Aggregate Limit, and General Aggregate Limit as Principal Coverage L.

4. The General Occurrence Limit shown in the declarations, subject to the General Aggregate Limit, is the most we will pay for the total of:

   a. damages under Principal Coverages L, N and O, and any Supplemental or Additional Coverages; and

   b. medical expenses or costs under Principal Coverage M or any Additional Coverage;

due to all bodily injury, property damage, emotional injury, financial damage, and personal injury arising out of a single occurrence; and no more than one Liability Coverage or one Medical Coverage (as set forth in Condition 9 of this form) will apply to any one occurrence.
coverage with respect to all claims arising directly or indirectly out of the occurrence. Should the terms of any prior policy issued by us to you conflict with the terms of this policy, the terms of this policy will govern.

10. Payment under any medical coverage of this policy (Principal, Supplemental or Additional) is primary only for the first five hundred dollars ($500) per person, per accident. Unless prohibited by state or federal law, any further payment under such medical coverage is excess over any other applicable policies, programs or plans that are intended to cover medical expenses, even if such other policies, programs or plans 1) are stated to be secondary, excess or contingent; or 2) have benefits which are available, but not elected to be received.

Such policies, programs or plans include, but are not limited to:

a. medical insurance, reimbursement plans, loss sharing plans, and other similar agreements; and

b. any other public or private programs or plans intended to cover medical expenses.

If the medical expense exceeds our $500 primary limit, and if other policies, programs or plans provide coverage that is not primary to the balance of our medical coverage, then the balance of our coverage will be paid on an equal share basis with such other coverage until our excess medical limit is exhausted or the covered expenses have been paid.

No duplicate payment will be made with respect to any medical expense for any reason.

The payment of a claim under a medical coverage does not mean that we admit we are liable under other coverages of the policy.

11. If Excess Liability Coverage is included as part of this policy and applies to a covered loss, payment under the Excess Liability Coverage will be made only after all other applicable coverage has been exhausted.

12. Any liability coverage provided by this policy to any appointed person or to any volunteer is excess over all other insurance or liability coverage plans, even if such insurance or plan is stated to be secondary, excess or contingent; or has coverage available that is not elected to be used.

CONDITIONS

Each of the conditions in the Conditions section of the Commercial Liability Coverage Form (GL-100) apply to all Principal Coverages, Supplemental Coverages, and Additional Coverages to which this insurance applies. The following conditions also apply to all Principal Coverages, Supplemental Coverages and Additional Coverages of this policy.

9. INSURANCE UNDER MORE THAN ONE COVERAGE:

No payment will be made under more than one "Liability Coverage" or more than one "Medical Coverage" of this policy, except that (1) both a Liability Coverage and a Medical Coverage will be provided, if otherwise applicable, for bodily injury caused by an accident; and (2) Excess Liability Coverage of this policy, if applicable, will pay covered losses in addition to another applicable "Liability Coverage" of this policy. "Liability Coverage" means a coverage (Principal, Supplemental, or Additional) that has the word Liability in the heading of the coverage. "Medical Coverage" means a coverage (Principal, Supplemental or Additional) that has the word Medical in the heading of the coverage. Although more than one coverage may apply to a particular accident or occurrence, this will not act to increase any Occurrence Limit or any other limit, nor will it modify any of the terms of the policy.

10. LIABILITY DEDUCTIBLE:

If a liability deductible is shown in the declarations for a particular coverage, we will pay only that portion of loss, if any, which exceeds the designated deductible amount for any one occurrence to which such coverage should apply.

11. ADDITIONAL INSURED:

With respect to any person or entity shown on the declarations as an Additional Insured or who is otherwise designated by the Named Insured and recognized by us as an Additional Insured, we will provide Principal Coverage L of the Commercial Liability Coverage Form (GL-100) to such Additional Insured (they will be considered an insured for Principal Coverage L), but only to the extent that such person or entity is legally liable for the acts of you, your leader, your employee or your appointed person. Such coverage will be limited to that which is specifically provided by Principal Coverage L, and will be strictly subject to the terms of this policy. No coverage will apply to any independent
acts, errors or omissions of any Additional Insured.

12. RELATED ORGANIZATIONS:
   We will provide no coverage under this policy for any loss arising out of the operations of any related organization/operation that exists at the inception date of this policy unless such related organization/operation is properly designated in the declarations. With respect to any organization shown on the declarations as a Related Organization/Operation, we will provide the related coverage(s) designated for such organization(s)/operation(s), but strictly subject to all of the terms of this policy.

13. COVERED LIABILITY EXPOSURES:
   We will provide no liability or medical coverage for any loss arising out of any exposure known by you or your leaders to exist: (a) at the beginning of the policy period; or (b) at the time that a liability endorsement is added to the policy; unless such exposure is designated in the Schedule of Liability Exposures section of the declarations. If during the policy period we are notified or otherwise become aware that your organization is or will be: (1) changing or expanding your operations; or (2) engaging in any unusual activities or events that materially change your liability exposure; we reserve the right to adjust limits and/or modify coverage with respect to such operations, activities or events (which may result in adding customized coverage form(s) to the policy), and to make appropriate premium adjustments as necessary to address the change in exposure. With respect to premises that you own at the beginning of the policy period, we will cover loss under the terms of this policy relating directly or indirectly to such premises only if the premises is listed in the policy declarations. All premises listed in the declarations must be owned, occupied or rented by you.

14. LOSSES NOT WITHIN COVERAGE DATES:
   This policy will not provide any coverage for loss of any kind:
   a. incurred prior to the date on which this policy, or an applicable coverage form or endorsement, becomes effective; or
   b. incurred after this policy or applicable coverage form or endorsement terminates; or
   c. if such loss (or any related loss) is, or has been, the basis of any prior claim; or
   d. if such loss is a continuation of, or resumption of, any loss that was known by any insured or by any covered person prior to the date that the policy, (or any applicable coverage) took effect. For purposes of this provision, a loss will be considered to be known by an insured or covered person if the terms of Condition 24 of this form apply.

15. MEDICAL PAYMENT SUBROGATION RIGHTS:
   Any person to or for whom we make payment under Principal Coverage M (Medical Payments Coverage), or under any Additional Coverage that pays medical expense, thereby transfers to us their rights of recovery against any party responsible for the injury, and must assist us in our attempt to recover any amounts we have paid under the medical coverage.

16. INCIDENTAL CONTRACTUAL LIABILITY COVERAGE:
   Each of the conditions, limitations and exclusions of the Commercial Liability Coverage Form (CL-100) and the Liability and Medical Coverage Form (BGL-11) apply to all Supplemental and Additional Incidental Contractual Liability Coverages of this policy. Any person or entity for whom tort liability is assumed will have the same obligations and limitations as an insured in relation to applicable conditions, limitations and exclusions of the policy.

17. HIGH HAZARD ACTIVITIES- COVERAGE LIMITS:
   If your organization engages in:
   a. any major construction/ demolition project in which you or your representative:
      (1) serves as the general contractor; or
      (2) indemnifies the contractor; or
   b. any fireworks sales; or
   c. the display of any fireworks; or
   d. any skate park operations;
   then the liability and medical coverage limits relating to such activity will be subject to the terms of the High Hazard Activity Form (BGL-21).

18. OTHER VEHICLE INSURANCE:
   This policy provides no coverage for named vehicles (aircraft, autos, watercraft or mobile equipment) or for specific persons as operators of such vehicles. Any coverage that we provid
relating to aircraft, autos, watercraft or mobile equipment under this policy is strictly “excess” over any other available coverage relating to specific vehicles or operators, unless our coverage is otherwise specifically designated as primary coverage. “Excess” means that no payment will be made by us until all other available policies, programs, plans or agreements have paid their limit of coverage, even if such policy, program, plan or agreement is stated to be secondary, excess or contingent, or has coverage available that is not elected to be used.

19. FINANCIAL RESPONSIBILITY CONDITION: 
Condition 4 of the Conditions section of the Commercial Liability Coverage Form (GL-100) will not apply to:

a. insured-owned vehicles that are not designed primarily for use on public roads; or

b. insured-owned vehicles that do not qualify as mobile equipment; or

c. nonowned vehicles of any kind.

20. SELECTION OF COVERAGE: 
If more than one Liability Coverage or more than one Medical Coverage of this policy (as set forth in Condition 9 of this Form) should apply to an occurrence, then you may elect, through an authorized leader of your organization, which liability coverage and/or which medical coverage will apply to the occurrence. Such election will not act to increase our designated limits of coverage, or to in any way modify any terms of the policy.

21. ARBITRATION (COVERAGE DISPUTES): 
Any dispute between us and any insured or covered person regarding the existence or application of coverage under the terms of any liability or medical (GL or BGL) coverage form of this policy must be submitted to the American Arbitration Association (or to any other organization providing arbitration services if agreed to by us and by all insureds or covered persons who are a party to the dispute) for a determination of coverage by a three member arbitration panel appointed by the arbitration organization. Such arbitration will be required if demanded by any insured or covered person, or by us. The decision rendered by the arbitration panel will be binding upon all persons affected by the coverage of this policy. All arbitration costs, fees and expenses will be divided equally between the parties to the arbitration. Our participation in an arbitration process will not waive any rights we have under this policy.

22. GOVERNING BOARD PROVISION: 
This policy has been issued to your organization on the condition that it is, and will continue to be, operated by an autonomous governing board or other autonomous governing body. To be considered autonomous, such board or body must be comprised of three or more individuals; and a majority of the individuals serving on the board or body may not be related to each other by blood (family members) or marriage (in-laws). In consideration of our having issued this policy, you warrant that no single person within your organization will have authority to make large organizational or financial decisions without the authorization and approval of your autonomous governing board or autonomous governing body.

23. ORGANIZATIONAL DISPUTES: 
If any dispute should arise within your organization concerning who controls the organization or who controls or owns your organizational property or assets, no coverage of any kind will apply under this policy to any person, group or entity in relation to such dispute. In addition, no liability coverage will apply to any alleged damage, injury, or loss sustained by any person, group or entity if such damage, injury or loss arises directly or indirectly out of or in connection with any dispute over control of your organization. This coverage restriction will apply until such time as a final determination is made in a court of law regarding which person or group actually controls the organization. Once a final determination has been made and all appeals exhausted, then the prevailing party will be considered the representative of your organization, and: (1) any coverage provided by this policy in relation to any ongoing or subsequent loss will apply to such prevailing party; and (2) we will reimburse such prevailing party up to $25,000 toward reasonable and necessary legal expense (if any) that they incurred as the defendant in a declaratory action to determine organizational control.

24. KNOWLEDGE OF LOSS: 
Knowledge of loss will be deemed to have occurred at the earliest of the following times:

a. when a suit, claim, or demand for damages alleging any loss is received by any insured or any covered person; or

b. when any insured or any covered person reports the loss to us or any other insurer, or insurance agent or broker; or
c. when any **insured** or any **covered person** becomes aware of anything that indicates that any **loss** may have occurred, or is occurring.

**NUCLEAR ENERGY LIABILITY EXCLUSION AND INTENTIONAL DAMAGE EXCLUSION**

The Nuclear Energy Liability Exclusion in the Commercial Liability Coverage Form (GL-100) applies to all Principal Coverages, Supplemental Coverages and Additional Coverages of this policy, and applies to all types of **loss** covered by this policy. In addition to the Nuclear Energy Liability Exclusion set forth in Form GL-100, the following exclusion will apply to all coverages of this policy:

*We* do not pay for **loss** arising directly or indirectly out of or in connection with any act that is undertaken with the intent to cause injury, damage or harm to any person or entity if such act involves one or more of the following:

a. the use, release, dispersal, application or escape of any nuclear or radioactive materials of any kind;

b. any nuclear reaction or the release of any radiation, or any radioactive contamination;

c. the use, release, dispersal, application or escape of any biological or chemical materials that have any injurious, pathogenic or poisonous effect of any kind; or

d. any contamination of property, interruption of any business operation, or any other damage, loss or expense arising directly or indirectly out of the situations set forth in items a through c. immediately above.