This Liability Coverage Endorsement is subject to the terms of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). 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

CHURCH ORGANIZATION ADDITIONAL COVERAGES

AGREEMENT

We provide the Additional Coverages described in this endorsement, but only if this form (BGL-51) is properly designated in the declarations of this policy, and only if you are a church organization.

DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to each of the Additional Coverages provided by this endorsement, unless otherwise modified herein.

The following modification applies only to Principal Coverage L.

1. Insured, as applied to Principal Coverage L Bodily Injury and Property Damage Liability of the Commercial Liability Coverage Form (GL-100), includes your leaders, your appointed persons, and your volunteers, but only with respect to your religious or not-for-profit operations, and subject to all of the terms of this endorsement.

The following definitions apply only to the Additional Coverages of this endorsement.

1. Covered person means you; and your leaders, your employees, your appointed persons and your volunteers, but only while acting on your behalf, for your benefit, and within the scope of their delegated authority.

2. Church organization means a not-for-profit religious institution that regularly conducts Christian worship services and that promotes biblically-based religious principles through its activities, initiatives and teachings.

3. Designated ministry volunteer means a volunteer who is engaged in any of the following ministry activities or roles:

a. a member of any ministry board, committee or operational team that is operated as part of, and for the benefit of, your church organization; or

b. a small group coordinator, small group facilitator, or small group host; for groups that are operated with your permission as part of your church organization’s ministry operations; or

c. an unpaid ministry coordinator, for ministries that are operated as part of, and for the benefit of, your church organization;

but only while such person is acting within the scope of their authority on behalf of your church organization.

4. Nursery/child care operations means providing child care, free of charge, to children under the age of twelve during scheduled church activities or events. Nursery/child care operations does not include day care activity of any kind.

5. Personal information means bank account information, credit card information, debit card information, social security numbers, dates of birth, access passwords, employment information or similar personal information.

6. 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.

7. Record privacy error means the:
   a. improper use of; or
   b. failure to properly protect; or
   c. partial or total loss of;

   any personal information that is obtained, conveyed or held as a hard copy/paper record. Record privacy error also includes the mishandling of records resulting in a personal rights breach. But record privacy error does not include errors involving electronically-stored records, documents, information or data.

8. Supervision failure means a failure to properly oversee, supervise or control individuals over whom a covered person has any direct or indirect responsibility to oversee, supervise or control.

ADDITIONAL COVERAGES

Subject to the applicable terms of coverage, we provide insurance for the following Additional Coverages.

For purposes of the Additional Coverages set forth herein, covered person means you; and your leaders, your employees, your appointed persons and your volunteers, but only while acting on your behalf, for your benefit, and within the scope of their delegated authority. The above-named covered persons will be considered insureds for the Additional Coverages provided herein.

MEMBERSHIP EMOTIONAL INJURY™ LIABILITY COVERAGE

We pay all sums that you or your leader become legally obligated to pay as damages due to emotional injury to which this coverage applies. The event or events causing the emotional injury:

a. must arise out of your church organization’s policy, practice or procedure with respect to attendance or membership in the organization; and

b. must take place in the coverage territory during the policy period.

This Additional Coverage does not apply, however, if:

1. the emotional injury arises out of any discriminatory act, sexual act or counseling act; or

2. the emotional injury arises out of the actual, threatened or alleged touching of, or use of physical force against, one or more persons by another person; or

3. the emotional injury is sustained by your leader or your employee.

NURSERY/CHILD CARE CORPORAL PUNISHMENT LIABILITY COVERAGE

We pay all sums that a covered person becomes legally obligated to pay as damages due to bodily injury or emotional injury to which this coverage applies. The event or events causing the bodily injury or emotional injury:

a. must arise out of reasonable disciplinary action directed toward a child in your care by a covered person authorized to undertake such disciplinary action as part of your nursery/child care operations; and

b. must be an occurrence taking place in the coverage territory during the policy period.

This Additional Coverage does not apply, however, if the bodily injury or emotional injury arises out of any discriminatory act, sexual act, or counseling act. And no coverage will be provided to any person who acts viciously, maliciously, or outside the scope of their stated authority.

SUPERVISION-RELATED EMOTIONAL INJURY LIABILITY COVERAGE

We pay all sums that a covered person becomes legally obligated to pay as damages due to emotional injury to which this coverage applies. The event or events causing the emotional injury:

a. must arise out of an alleged supervision failure that occurs in connection with your church organization’s operations; and

b. must be an occurrence taking place in the coverage territory during the policy period.
The alleged supervision failure can involve the supervision of children, youth or adults, resulting in emotional injury arising out of:

1. bullying, stalking, intimidation or (non-sexual) harassment, whether conducted in person or remotely; or
2. the ineffective supervision of individuals while under the care of a covered person.

This Additional Coverage does not apply, however, if the emotional injury:

1. arises out of any disciplinary act, discriminatory act, sexual act, or counseling act; or
2. results from any physical injury, or the actual, threatened or alleged touching of, or threat of physical force against, any person; or
3. is sustained by your leader or your employee.

FOOD PREPARATION LIABILITY

We pay all sums that a covered person becomes legally obligated to pay as damages due to bodily injury to which this coverage applies. The bodily injury must be caused by the consumption of food that is distributed by your organization, and the event or events causing the bodily injury:

a. must arise out of your religious or not-for-profit activity; and
b. must be an occurrence taking place in the coverage territory during the policy period.

Principal Coverage M (Medical Payments) will also apply to such bodily injury loss.

PRIVACY VIOLATION LIABILITY

We pay all sums that a covered person becomes legally obligated to pay as damages due to emotional injury or financial damage to which this coverage applies. The event or events causing the emotional injury or financial damage:

a. must arise out of one or more record privacy errors that occur in connection with
b. must be an occurrence taking place in the coverage territory during the policy period.

But this Privacy Violation Additional Coverage will not apply to loss of any kind arising directly or indirectly out of or in connection with any errors involving electronically-stored records, documents, information or data of any kind.

Note: Subject to the applicable terms of coverage, Broad Scope Cyber Liability Coverage (BGL-87), offers coverage for electronic data breach errors. Contact your Brotherhood Mutual agent for information about this endorsement.

DAMAGE TO PROPERTY OF OTHERS

We will pay up to $1,000 for damage to property of others that is not in your care, custody or control, regardless of your liability, but only if:

a. the property is damaged or destroyed by a person acting on your behalf, with your permission, and for your benefit; or
b. the property is damaged by a branch or limb falling from a tree located on property that you own; or
c. the property is damaged by a ball that is struck, thrown, kicked, or otherwise propelled by a person while participating as a member of an organized sports team that is representing your organization.

We will pay up to $2500 for loss of or damage to property of others, regardless of your liability, but only while such property is in your care, custody or control, and while being used or held exclusively for your benefit.

We may, at our option, pay for damaged property under this Additional Coverage, or repair or replace such property with property of equivalent kind and quality.

This Additional Coverage does not apply, however, if:

1. the property damage arises out of activity other than religious or not-for-profit activity; or
2. the property damage does not occur in the coverage territory and during the policy period; or

3. the damaged property is owned by you; or

4. the property is intentionally damaged by any covered person; or

5. the damage is caused in any manner by the owner of the property, or by any independent contractor hired to perform work for you; or

6. the damaged property is covered under any other coverage of this policy; or

7. the property damage arises out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, control, loading or unloading of any auto.

We will also pay up to $500 for damage to eyeglasses, hearing aids or other prosthetic devices occurring by accident on your premises, regardless of fault, unless such damage arises out of athletic activity.

**INCIDENTAL CAMPER MEDICAL COVERAGE**

We pay medical expense for bodily injury arising out of camp activity at a retreat or camping facility operated by you, your leaders or your appointed persons, but only if:

a. you do not own the retreat or camping facility; and

b. such camp activity is undertaken for less than eight (8) days; and

c. the bodily injury is caused by an accident in the coverage territory during the policy period.

We pay such expense regardless of fault, subject to the How Much We Pay provision of this endorsement. But this Additional Coverage applies only if the medical expense results from an accident, and only if it is incurred and reported within one year of the accident.

**ADDITIONAL INCIDENTAL CONTRACTUAL LIABILITY COVERAGE**

We cover bodily injury or property damage liability of another that you assume under a contract or agreement. The liability assumed must be “tort liability,” and the bodily injury or property damage:

a. must arise out of your religious or not-for-profit operations; and

b. must take place in the basic territory during the policy period.

“Tort Liability” means legal liability to pay damages resulting from negligent acts or omissions, but only if such damages would be owed in the absence of any contract or agreement.

This Additional Coverage does not apply, however, to:

1. liability, other than “tort liability” of another, that is assumed under a contract or agreement; or

2. liability assumed after any bodily injury or property damage has already been sustained; or

3. liability that is assumed prior to, or after, we provide liability insurance coverage to you; or

4. any contract or agreement relating to any construction project, if any covered person is acting as general contractor on the construction project; or

5. any contract or agreement seeking to indemnify an architect, engineer or surveyor for their work or any component thereof; or

6. any contract or agreement seeking to indemnify any person or organization for damage to premises rented or loaned to you; or

7. bodily injury or property damage covered under the Incidental Contractual Liability Supplemental Coverage of the GL-100
All conditions, limitations and exclusions of the policy will apply to this Additional Coverage and to any person or entity for whom “tort liability” has been assumed by you.

PROVISION MODIFICATION:
PRIMARILY LIABILITY COVERAGE FOR DESIGNATED MINISTRY VOLUNTEERS

Any coverage provided to a designated ministry volunteer under the terms of this policy will be provided on a primary basis. This means that the coverage of this policy will be primary to any other available insurance policy that provides coverage for the personal liability of the covered persons designated herein.

But this Provision Modification will not apply to injury, damage or loss of any kind arising directly or indirectly out of or in connection with:

a. any intentional harm, gross negligence or reckless disregard for safety on the part of the designated ministry volunteer; or

b. the use by any person of any auto, aircraft, watercraft or mobile equipment of any kind.

Nothing in this Additional Coverage will affect or modify the terms of this policy, other than provision 1 of the How Much We Pay section of this endorsement.

Note: This policy provides primary liability coverage to you, your leaders and your employees, subject to the applicable terms of coverage. While liability coverage for appointed persons and volunteers is typically provided on an excess basis, the above Provision Modification makes the applicable coverages of this policy primary for designated ministry volunteers.

EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to each of the Additional Coverages provided by this endorsement, unless otherwise modified herein. The following exclusions apply to the Additional Coverages of this endorsement.

1. Exclusion 1 of the Exclusions That Apply to Bodily Injury and Property Damage section of the Commercial Liability Coverage form (GL-100) is modified as follows:

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, or to bodily injury or emotional injury sustained by a child in your care as the result of reasonable disciplinary action directed toward the student by a covered person authorized to undertake such disciplinary action as part of your nursery/child care operations.

2. The Exclusions That Apply Only to Property Damage in the Commercial Liability Coverage Form (GL-100) do not apply to the Damage to Property of Others Additional Coverage of this endorsement, but only to the extent that coverage is otherwise provided herein.

3. We do not pay for loss of any kind sustained by any person who is or who has been your employee or job applicant, if the injury arises directly or indirectly out of or in connection with the hiring process, any employment relationship, or the termination thereof.

4. We do not pay for any loss arising directly or indirectly out of or in connection with any discriminatory act, sexual act or counseling act.

5. We do not pay for any loss arising directly or indirectly out of or in connection with any errors involving electronically-stored records, documents, information or data of any kind.

6. We do not pay for loss of any kind if such loss arises out of any fraudulent or self-serving acts, willful harm, intimidation or harassment, or the violation of any local, state or federal criminal or racketeering statute committed by you, your leaders or your employees.

7. We do not pay for loss of any kind on behalf of any person:

a. who intentionally causes any injury, damage, or other loss to any other person or entity; o
b. who has, or who should have, a reasonable belief that their actions will result in injury, damage, or other loss to another person or entity; or

c. who knowingly allows anyone under their supervision or control to cause any injury, damage or other loss to another person or entity.

8. We do not pay for loss of any kind arising directly or indirectly out of or in connection with:

a. the creation, marketing, issuance or administration by you or your leaders of (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or

b. the violation by you or your leaders of any local, state or federal regulation or law relating to (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or

c. any lost opportunities or investment-related losses sustained by any person or entity (including you or your leaders), which arise out of the creation, marketing, issuance or administration by any person or entity of (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or

d. the rendering of or failure to render, any legal, financial or investment advice of any kind.

HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to each of the Additional Coverages provided by this endorsement, unless otherwise modified herein. The following provisions also apply to the Additional Coverages of this endorsement.

1. Other Liability Coverage:
Any liability coverage provided by this policy to any appointed person or volunteer (other than a designated ministry volunteer) is excess over all other insurance or liability coverage plans, even if such insurance or plan:

a. is stated to be secondary, excess or contingent; or

b. has coverage available, but is not elected to be used.

But a designated ministry volunteer will receive primary coverage in accordance with the Designated Ministry Volunteers Provision Modification of this endorsement.

2. Other Medical Coverage:
As governed by provision 10 of the How Much We Pay section of the Liability and Medical Coverage form (BGL-11), the medical coverage of this endorsement is primary only for the first $500 of covered medical expense. All other medical expense covered herein will be paid strictly on an excess basis. Only one medical coverage of this policy will apply to an accident and to any related medical expense.

3. Other Property Coverage:
If both the Damage to Property of Others Additional Coverage of this endorsement, and a property coverage of this policy would otherwise apply to the same loss, then no coverage will be provided under the Damage to Property of Others provisions herein.

CONDITIONS

Each of the conditions set forth in the Conditions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to each of the Additional Coverages provided by this endorsement, unless otherwise modified herein. The following conditions also apply to the Additional Coverages of this endorsement.

1. Ministry Operations Liability Coverage: The Additional Coverages provided by this endorsement are specifically tailored to protect church organizations in connection with their ministry operations. Coverage is subject to the conditions, limits, limitations, exclusions and other terms that apply to the Additional Coverages provided herein.

2. Primary Liability Coverage for Key Volunteers: The Provision Modification provided by this endorsement (Primary Liability Coverage for Designated Ministry Volunteers) will apply ahead of any personal insurance coverage held by members of church boards and committees.
small group facilitators and hosts, and unpaid ministry coordinators. Coverage is subject to the conditions, limits, limitations, exclusions and other terms that apply to the Provision Modification provided herein.

OTHER PROVISIONS

All other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverages of this endorsement unless otherwise modified herein.