

COMMERCIAL POLICY COMMON DECLARATIONS

Date of Issue: August 16, 2017	Issued At: Milford, PA.				
	Millold, PA.				
	Policy No. 3128206				
Named Insured: West N	Michigan Risk Manage	ment Trust (see CXL 7900 0199 #1)			
Address: c/o Ar	thur J. Gallagher				
300 O	ttawa, NW, Suite 301				
Grand Rapids, MI 49503-2308					
Standard Time at Location Policy Period: of Designated Premises	12:01 a.m.	From: July 1, 2017 To: July 1, 2018			
Representative: Agent or Broker	Apex Insurance A	gency, Inc.			
	201 Concourse Boule	vard, Suite 260			
	Glen Allen, VA	23059			
	Great American Ins Cincinnati, Ohio	•			
Schedule Of Coverage					
[] Commercial Property Coverage					
[] Commercial Inland Marine Coverage	9	In return for payment of the premium, and			
 [] Commercial Crime Coverage [] Commercial General Liability Coverage [] Commercial Automobile Coverage [] School Board Legal Liability Coverage 		subject to all the terms of this policy, we agree with you to provide the insurance as indicated in this schedule. Insurance is			
					provided only for those coverages for
		which a specific limit is shown on the attached Supplemental Declarations.			
		[X] Commercial Umbrella Liability Cove	rage		
[]					
This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA, MCL 500.2236.					
Total Policy Premium \$ 152,185.00 (Including Ter	rorism)				
(This premium may be subject to adjustment.))				
Countersigned by					
		Authorized Representative			



DECLARA	FIONS - COMM	ERCIAL UN	IBRELLA LIABI	LITY CO	VERAGE
Item One - Name of Insured &	Mailing Address		Po	licy Period	
West Michigan Risk Mana C/O Arthur J. Gallagher 300 Ottawa, NW, Suite 3 Grand Rapids, MI 49503	01	XL 7900 0199	#1) Fr To	12:01 A.N	
Producer: Apex Insurance	Agency, Inc.				
Named Insured is: Public Ent					
Business of the Named Insured	: Schools				
Limits Of Insurance					
Occurrence Limit See (CXL 7900 0199 #2	Aggregate	Limit See CXL 7900	0199 #2	
Self Retained Limit: 0					
	Schedule of	Underlying 1	Insurance and Lin	nits	
Standard Employers Liabili Employers Liability Policy	ty or Stop-Gap		Policy No. See CXL 79	900 0199 #6	& CXL 7900 0199 #7
Company See CXL 790	0 0199 #6 & CXL 790	00 0199 #7			
Policy Period From: To:			Liability Each Accident ch Employee		
Commercial General Liabili	ity Policy		Policy No. 3128206		
Company Great America	an Insurance Group				
Policy Period		General Ag		\$3,000	
From: 7/1/2017 To: 7/1/2018			Completed Operations	\$1,000	
10: 7/1/2010			d Advertising Injury Lim rence Limit		,000 w/\$250,000 SIR
Automobile Liability Policy			Policy No. 3128206		
Company Great America	an Insurance Group				
Policy Period		Bodily Inju	ry and Property		
From: 7/1/2017			ombined Each Accident	\$1,000,000	w/\$250,000 SIR
To: 7/1/2018 Premium Schedule:					
Estimated Exposure Base	Rate	Rate Per	Annual Minimum Pro	emium	Estimated Premium Due
In the event of cancellation by th as the Policy Minimum Premium		receive and retain	not less than		
Forms and Endorsements	8:			Es	timated Total Premium
SEE FORMS AND EN	DORSEMENTS SCH	iedule – Il 70) 35		\$ 152,185.00
Issue Date	Issuing Office		Aı	uthorized Rep	presentative

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: July 1, 2017

Schedule Effective Date: July 1, 2017

r	
CXL 4 04 03 CXL 17 10 99 CXL 29 04 03 CXL 32 04 03 CXL 74 01 99 CXL 95 04 03 CXL 178 04 03 CXL 318 04 03 CXL 336 04 03 CXL 338 08 04 CXL 388 12 07	Commercial Umbrella Liability Coverage Asbestos Exclusion Cross Liability Exclusion Designated Professional Services Exclusion Trampoline Exclusion Employment-Related Practices Limitation – Specialty Coverages School Amendatory Endorsement Exclusion – Lead Hazard Michigan Changes – Cancellation and Non-Renewal Scheduled Policy Following Form Liability Coverage Endorsement Cap on Losses From Certified Acts of Terrorism
CXL 7900 01 99 #2 CXL 7900 01 99 #3 CXL 7900 01 99 #4 CXL 7900 01 99 #5 CXL 7900 01 99 #6 CXL 7900 01 99 #7	Policy Changes – Named Insured Member List Policy Changes - Named Insured Member List Occurrence/Annual Aggregate Limits Policy Changes - Schedule of Underlying Insurance and Limits Extension Policy Changes – Changes to Commercial Umbrella Liability coverage part Policy Changes – Changes to Commercial Umbrella Liability coverage part Policy Changes - Schedule of Underlying Insurance and Limits Extension Policy Changes - Schedule of Underlying Insurance and Limits Extension Policy Changes - Schedule of Underlying Insurance and Limits Extension Policy Changes - Infringement of Copyright, Patent, Trademark or Trade Secret - Limitation
IL 0017 11 85	Common Policy Conditions
N/A	Certificate of Insurance – for each individual member of West Michigan Risk Management Trust
listed above. Forms a	HOLDER: All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please all "Policy Changes" carefully.

NOTE: Some of the "IL" endorsements will be attached in the Common Section of the policy.

COMMERCIAL UMBRELLA LIABILITY COVERAGE

COMMERCIAL UMBRELLA LIABILITY CXL 4 04 03

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning — refer to **SECTION V** — **DEFINITIONS**.

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

SECTION I — COVERAGES

A. Insuring Agreement

- **1.** We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" or offense that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:
 - a. The amount we will pay for the "ultimate net loss" is limited as described in Section III Limits of Insurance; and

b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section I** — **Coverages, C. Supplementary Payments.**

- 2. This insurance applies to "bodily injury", or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - **b.** The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph A. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph A. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- 4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph A. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - **a.** Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer;
 - **b.** Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - **c.** Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- 5. Damages because of that "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- 6. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

B. Exclusions

This insurance does not apply to:

1. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including "loading or unloading" or entrustment to others of watercraft over 50 feet in length or any aircraft.

- **a.** Owned by any insured:
- **b.** Chartered without crew by or on behalf of any insured; or

c. Owned and operated by any employee of an insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent; or
- (2) Liability assumed under any contract or agreement.

2. Contractual Liability

Any obligation or liability assumed by the insured under any contract or agreement.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

3. Damage to Impaired Property or Property not Physically Injured

"Property damage" to "impaired property" or property that has not been physically destroyed or injured, arising out of;

- A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- **b.** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

4. Damage to Property

"Property damage" to:

- a. Property
 - (1) You own including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

- **b.** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. That particular part of real property on which you or any other contractors or subcontractors, working directly or indirectly on your behalf, are performing operations, if the "property damage" arises out of those operations; or
- **d.** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **c.** and **d.** of this exclusion do not apply to the extent that coverage is provided for the insured by "underlying insurance".

5. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

6. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

8. Employer's Liability

"Bodily injury" to:

a. An employee of the insured arising out of and in the course of employment by the insured; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of **a**. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

9. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- **a.** A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

10. E.R.I.S.A.

Any obligation of the insured under the Employers' Retirement Income Security Act and any amendments thereto or any similar federal, state or local statute.

11. Auto Coverages

Any loss, cost or expense payable under or resulting from any first party "bodily injury" or "property damage" coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law.

12. Workers Compensation and Similar Laws

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

13. Liquor Liability

"Bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable by reason of:

- **a.** Causing or contributing to the intoxication of any person;
- **b.** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- **c.** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

14. Personal and Advertising Injury

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising Injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period. All "personal and advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

d. Willful Violation Of Penal Statute Or Ordinance

"Personal and advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.

e. Breach Of Contract

"Personal and advertising injury" arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

f. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in you "advertisement".

h. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

i. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **13.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

j. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

15. Pollution

Any damages arising out of the "pollution hazard". But, this exclusion does not apply with respect to "pollution hazard" coverage provided in any "Underlying Insurance", except:

a. Any "underlying insurance" "pollution hazard" coverage provided with "sub-limits"; or

b. Any coverage provided in "underlying insurance" claims-made coverage for the "Pollution Hazard".

This exclusion applies whether or not the "Pollutant" has any function in your business, operations, premises, site or location.

16. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- **b.** Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- **c.** Supervisory, inspection or engineering services;
- **d.** Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- e. Any health or therapeutic treatment, advice or instruction;
- f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- h. Body piercing services;
- i. Professional health care services as a pharmacist;
- j. Law enforcement or firefighting services; and
- **k.** Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

17. Racing or Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership or any insured's use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition or stunting activity or contest.

18. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **a.** "Your product";
- **b.** "Your work"; or
- c. "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- **b.** 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
- **c.** Insurrection, rebellion, revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Supplementary Payments

- 1. When the duty to defend exists under this coverage part, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur;
 - **b.** The cost of:
 - (1) Bail bonds up to \$3,000; or

(2) The cost of appeal bonds to release attachments, but only for bond amounts with the applicable limit of insurance.

We do not have to furnish these bonds;

- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claims or "Suit", including actual loss of earnings up to \$250 a day because of time off from work;
- **d.** All costs taxed against the insured in the "Suit";
- e. Prejudgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgement interest based on the period of time after the offer;
- **f.** All interest on the full amount of any judgement that accrues after entry of the judgement and before we have:
 - (1) Paid, or offered to pay; or
 - (2) Deposited in court;

The part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement to which "underlying insurance" applies;
 - b. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement to which "underlying insurance" applies;
 - c. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- **d.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree we can assign the same counsel to defend the insured and the indemnitee; and
- e. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provide us with written authorization to:
 - (a) Obtain records and other information related to the "suit", and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgements, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph **e.** above, are no longer met. 3. If we are prevented by law or otherwise from carrying out the provisions of Section C. Supplementary Payments, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

- A. Except for liability arising out of the ownership, maintenance, or use of "covered autos":
 - 1. If you are designated in the Declarations as:
 - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - **c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
 - 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in (1)(a) or (b) above.
- (2) "Property damage" to property:
 - (a) Owned, occupied, or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your "employees", "volunteer workers", or any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- **b.** Any person (other than your "employee" or "volunteer worker"), or organization while acting as your real estate manager.
- **c.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- **d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. With Respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - **a.** "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 4. Any other person or organization insured under any policy of "underlying insurance". The coverage afforded such insureds under this policy will be not broader than the "underlying insurance" except for this policy's Limits of Insurance.
- 5. Any additional insured under any policy of "underlying insurance" will automatically be insured under this insurance

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance", subject to **Section III** — Limits of Insurance.

Additional insured coverage provided by this insurance will not be broader than coverage provided by "underlying insurance".

- 6. Any person using an aircraft you charter with pilot or air crew, and any person legally responsible for the use of the aircraft provided its actual use is with your permission; except no coverage is afforded:
 - **a.** The owner, pilot or air crew of the aircraft or any other person operating it; or

- b. Any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any of their "Employees".
- 7. Any organization you newly acquire or form other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period set forth in the Declarations, whichever is earlier; and
 - **b.** Coverage is applicable only in excess of the limits of "underlying insurance", and you must add the organization to your "underlying insurance" as soon as practicable, advising us of the addition. We may then adjust the premium charges.
 - **c.** Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - **d.** Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- **B.** Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
 - **1.** You are an insured.
 - 2. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - a. The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
 - **b.** Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

- c. Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- **d.** Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered auto.
- e. A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
- **3.** Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "Bodily Injury" to a fellow "employee" unless such insurance is provided the insured by "underlying insurance".

SECTION III - LIMITS OF INSURANCE

- **A.** The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or "suits" brought or number of vehicles involved; or
 - **3.** Persons or organizations making claims or bringing "suits".
- **B.** Subject to **D.** below, The Occurrence Limit is the most we will pay for the "ultimate net loss" because of "bodily injury" and "property damage" arising out of any one "occurrence".
- **C.** Subject to **D.** below, the Occurrence Limit is the most we will pay for the "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

- **D.** The Aggregate Limit is the most we will pay for all "ultimate net loss" because of "bodily injury", "property damage" and "personal and advertising injury" regardless of the number of covered "occurrences" during each annual period of this policy, except:
 - 1. The aggregate limit shall apply separately to and in excess of each aggregate limit of the "underlying policy".
 - 2. The aggregate limit does not apply to "auto" liability arising out of the ownership, maintenance, use or entrustment of any "covered auto". Use includes operation, "loading or unloading".
- **E.** The Aggregate limit as described in **D.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown on the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be part of the last preceding period.
- F. If the applicable limit of insurance of the "underlying policy" is less than stated in the Declarations because the aggregate limit of insurance of the "underlying policy" has been reduced or exhausted, we will, subject to the Limits of Insurance and all other provisions of this policy:
 - 1. Pay in excess of the reduced underlying limit of insurance; or
 - 2. Continue in force as "underlying insurance" until this policy expires or until our aggregate limit is exhausted;

provided such reduction or exhaustion is solely the result of damages paid because of an "occurrence" during this policy period.

- **G.** If the applicable limit of insurance of an "underlying policy" is a "sub-limit", this insurance will not apply, whether or not such "sub-limit" has been reduced by any payments under the "underlying policy".
- **H.** If the applicable limit of insurance of the "underlying policy" is more than that stated in the Declarations this insurance becomes excess of such higher limits of insurance.

SECTION IV - CONDITIONS

A. Appeals

If the insured or the insured's "underlying insurer" elects not to appeal a judgment in excess of the underlying or "retained limit", we may elect to make such appeal at our cost and expense. We shall be liable, in addition to the applicable limit of insurance, for any taxable costs, payments and incidental interest. In no event shall our liability for "ultimate net loss" exceed the amount applicable to any one "occurrence" including all expenses of the appeal.

B. Bankruptcy

Your bankruptcy, insolvency or receivership, or, that of your estate, will not relieve us of our obligations under this Coverage Part.

In the event of bankruptcy, insolvency or receivership of any "underlying insurer", this policy will not apply as a replacement of the bankrupt or insolvent insurer. Our Limits of Insurance will only apply in excess of the minimum required limits of "Underlying Insurance" stated in this Coverage Part.

C. Duties In The Event Of Occurrence, Claim Or Suit

- 1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the "occurrence" or offense took place;
 - **b.** The names and addresses of any injured persons and witnesses; and
 - **c.** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- **2.** If a claim is made or "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - **b.** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- 3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - **b.** Authorize us to obtain records and other information;
 - **c.** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - **d.** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- 4. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

D. Expanded Coverage Territory

1. If a claim or "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the claim or "suit". We will reimburse the insured, under Supplementary Payments, for any approved expenses incurred for the defense of such "suit" or claim seeking damages to which this insurance applies, that we would have been paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such claims on the insured's behalf, we will reimburse the insured for such sums.

- 2. All payments or reimbursements we make for damages because of judgements or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- **3.** Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- 4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgements or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

E. Legal Action Against Us

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

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that

are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Loss Payable

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgement after an actual trial or written agreement between the insured, claimant and us.

G. Maintenance Of Underlying Insurance

Each policy of "underlying insurance" must remain in force for the full term of this policy except:

- 1. For changes agreed to by us in writing;
- For any reduction of the aggregate limits of such "underlying insurance" because of payment of claims, settlements or judgements arising out of occurrences during the policy period.

If you do not maintain "Underlying Insurance", we will pay only those damages or injuries that would have been paid had "Underlying Insurance" been maintained.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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

- 2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - **a.** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - **b.** The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

- 1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- 2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

J. Premiums

The First Named Insured shown in the Declarations will be:

- 1. Responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

The premium is fully earned if the Limits of Insurance are used up prior to the end of the policy period.

K. Representations or Fraud

By accepting this policy, you agree that:

- The statements in the application and Declarations, and any subsequent notice relating to "underlying insurance", are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- **3.** We have issued this policy in reliance upon your representations.
- 4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

L. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured, and separately to each insured against whom claim is made or "suit" is brought.

M. Transfer of Rights of Recovery Against Others To Us

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

- 1. To any person or insurer who may have paid for liability in excess of our limit of liability;
- 2. To us up to the amount we paid under this policy; and, then
- **3.** To any person or insurer to the extent that the person or insurer is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

N. Underlying Insurance

The limits of "underlying insurance" shall apply, no matter what defense the "underlying insurer" may use because of the insured's failure to comply with any condition of the "underlying insurance" following an "occurrence". You must inform us promptly of any changes in "underlying insurance". We may make adjustments to our premium charges for this policy from the date of the changes to the "underlying insurance". We must also be notified within 30 days if any coverage is canceled or aggregate limit exhausted.

O. When We Do Not Renew

If we decide not to renew this Coverage, we will mail or deliver to the first Named Insured shown in the Declarations, 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.

SECTION V — DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - **b.** Regarding web-sites, only that part of a website that is about your goods, products or services for the purpose or attracting customers or supporters is considered an advertisement.
- 2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- **3.** "Bodily injury" means bodily injury, sickness, disease or disability sustained by a person, including death from any of these at any time including mental anguish or mental injury sustained by a person who has suffered a covered "bodily injury" as defined in this paragraph.
- "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- **5.** "Covered auto" means only those "autos" to which "underlying insurance" applies.
- 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- **7.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - **b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

- **9.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **10.** "Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft;
 - **b.** While it is in or on an "auto", aircraft or watercraft;
 - **c.** While it is being moved from an "auto" aircraft or watercraft to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft.

- **11.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;
- **d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "bodily injury" or "property damage". All damages arising from continuous or repeated exposure to substantially the same general conditions shall be deemed one "Occurrence".
- b. An offense that results in "personal and advertising injury". This does not include an offense committed with actual malice. All damages that arise from the same general conditions shall be deemed to arise from one "Occurrence". All damages involving the same injurious act, regardless of the frequency, repetition or the number or kind of media used, or the number of claimants shall be deemed to arise from one "occurrence".
- **13.** "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one more of the following offenses:
 - **a.** False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies; committed by or on behalf of its owner, landlord or lessor;
 - **d.** Oral or written publication in any manner of material that violates a person's right of privacy; or
 - e. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service.
 - f. The use of another's advertising idea in your "advertisement"; or
 - **g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
 - **h.** Discrimination because of race, religion, age, sex or physical disability.

This does not apply:

(1) To offenses committed by or at the direction of the insured; or

2) If insurance for such offenses is prohibited by law;

committed during the policy period.

- **14.** "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **15.** "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants".

"Pollution hazard" includes losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of "pollutants".

- 16. "Products-completed operations hazard"
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned.
 - **b.** "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all the work called for in your contract has been completed;
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site;
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.

- **c.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which "underlying insurance" classifications or manual rules include products or completed operations coverage.
- **17.** "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer 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.

- 18. "Retained limit" means the greater of:
 - **a.** The total of the limits as shown in the Declarations for the coverage(s) in question, and the limits of any other insurance not shown in the declarations that is valid and collectible; or
 - **b.** The limit shown in the Declarations as the "self-retained limit".

However, "retained limit" does not mean any "sub-limit".

- **19.** "Self-retained limit" means the dollar amount shown in the Declarations to be paid by an insured if no "underlying insurance" or any other insurance applies to an "occurrence" covered under this policy. The "self-retained limit" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits. These provisions do not apply to any "sub-limit" which has been reduced or exhausted.
- **20.** "Sub-limit" means a limit of insurance of the "underlying policy" which:
 - **a.** As originally granted at the effective date of the "underlying policy", or
 - **b.** At its original addition by endorsement to that "underlying policy" is an amount less than that stated in the Declarations of this policy.
- **21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
- **22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- **23.** "Ultimate net loss" means the total of the following sums for each "occurrence" to which this policy applies:
 - **a.** All sums for which the insured becomes legally obligated to pay as damages, either by reason of adjudication or settlement or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.. This includes deduction for recoveries and salvages paid or to be paid.

- b. All expenses, other than defense settlement expenses provided in Section I — Coverages, C. Supplementary Payments incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any "suit" seeking damages under this policy. However, the salaries of the insured's regular employees are excluded.
- 24. "Underlying insurance" means any policies of insurance listed in the Declarations under the section titled Schedule of Underlying Insurance and Limits.
- **25.** "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".
- **26.** "Underlying policy" means a policy providing "Underlying insurance" or any other applicable insurance.
- 27. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 28. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;

- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 29. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representation made at any time with respect to the fitness, quality, durability, performance, or use of your work; and
 - (2) The providing of or failure to provide warnings or instructions.

ASBESTOS EXCLUSION

COMMERCIAL UMBRELLA LIABILITY CXL 17 10 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

- 1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 - a. structures or manufacturing processes containing "asbestos";
 - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
 - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
 - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,

whether or not such "asbestos" is airborne.

- 2. We shall have no obligation under this coverage part:
 - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
 - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
 - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
- **3.** "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

CROSS LIABILITY EXCLUSION

COMMERCIAL UMBRELLA LIABILITY CXL 29 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

Any claim or "Suit" for damages by any Named Insured against another Named Insured because of "bodily injury", "property damage" or "personal and advertising injury".

DESIGNATED PROFESSIONAL SERVICES EXCLUSION

POLICY NUMBER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering or failure to render any professional service scheduled below.

Description of Professional Services:

TRAMPOLINE EXCLUSION

COMMERCIAL UMBRELLA LIABILITY CXL 74 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "Bodily Injury" to any person resulting from the use of any trampoline device.

EMPLOYMENT — RELATED PRACTICES LIMITATION — SPECIALTY COVERAGES

COMMERCIAL UMBRELLA LIABILITY CXL 95 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury" or "personal and advertising injury" to:

- **a.** A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

SCHOOL AMENDATORY ENDORSEMENT

COMMERCIAL UMBRELLA LIABILITY CXL 178 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance only applies to the extent that coverage is provided for the insured by the "underlying insurance".

- 1. "Bodily injury" to any person while practicing for or participating in any contest or exhibition of any athletic or sports nature, conducted or directed by the insured;
- 2. "Bodily injury" or "personal and advertising injury" to any pupil arising out of corporal punishment;
- 3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (a) the rendering of or the failure to render medical, surgical, dental, x-ray, school nursing service or treatment, or the furnishing of food or beverage in connection therewith;
 - (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - (c) the handling or treatment of dead human bodies, including autopsies, organ donation or other procedures;
 - (d) any cosmetic or tonsorial service or treatment.

EXCLUSION — LEAD HAZARD

COMMERCIAL UMBRELLA LIABILITY CXL 318 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation, or absorption of lead in any form;
- b. "Property damage" or "personal and advertising injury," arising from the presence of lead in any form; or
- **c.** Any "Wrongful Act" or any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize in any form.

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

MICHIGAN CHANGES — CANCELLATION AND NONRENEWAL

COMMERCIAL UMBRELLA LIABILITY CXL 336 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. COMMON POLICY CONDITIONS, A. Cancellation, Paragraphs 1., 3. and 5. are replaced by the following:

Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.
- 5. If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
- B. SECTION IV CONDITIONS, O. When We Do Not Renew is replaced with the following:

Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.
- 2. If notice is mailed, proof of mailing shall be sufficient proof of notice.

SCHEDULED POLICY FOLLOWING FORM LIABILITY COVERAGE ENDORSEMENT

POLICY NUMBER: 3128206

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to SECTION I - COVERAGES, A. INSURING AGREEMENT:

- 7. Excess Following Form Liability Coverage Over Underlying Claims Made or Occurrence Coverage for Scheduled Policies:
 - **a.** We will pay, on behalf of the insured, the "ultimate net loss" in excess of the Limits of Liability of the "underlying insurance" listed in the Declarations for the Schedule of Policies listed below provided that:
 - (1) The "ultimate net loss" is caused by an "occurrence" happening in the "coverage territory" during the policy period; and
 - (2) Coverage must be afforded by the Schedule of Policies or coverage would have been afforded but for the exhaustion of the Limit of Liability shown in the Declarations for the Schedule of Policies.
 - b. The Limits of Liability of the "underlying insurance" for the Schedule of Policies will apply even if:
 - (1) The "underlying insurer" claims the insured failed to comply with any condition of the policy, or
 - (2) The "underlying insurer" becomes bankrupt or insolvent.

Coverage under this Endorsement will not apply to any "ultimate net loss" for which coverage exists under any other provision of this policy nor shall the Limit of Insurance of this policy be increased as a result of the existence of this Endorsement.

Coverage under this Endorsement follows the form of the Schedule of Policies and is subject to the same terms, conditions, agreements, exclusions and definitions as those contained in the Schedule of Policies unless otherwise provided in this Coverage Part or its endorsements.

SECTION V — DEFINITIONS:

The definition of "occurrence" is amended to include damages and/or wrongful acts as defined by the underlying scheduled policy.

Schedule of Policies

Policy Number	Issuing Company	Policy Coverage Part Title	Policy Period
QEL01012-01	QBE Specialty Insurance Company	School Board Legal Liability	7/1/17-18

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL UMBRELLA LIABILITY CXL 388 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

POLICY NUMBER: 3128206 7/1/17-18

COMMERCIAL UMBRELLA LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected:

COMMERCIAL UMBRELLA LIABILITY POLICY

CHANGES

The above coverage part is hereby amended as follows:

NAMED INSUREDS:

Byron Center School Caledonia School Cedar Springs Public Schools Comstock Park School Delton-Kellogg School East Grand Rapids School Forest Hills School Godfrey Lee School

Grandville Public School

Holland Public Schools Ionia County ISD Jenison Public School Kalamazoo Regional ESA Kent City School Kentwood School Lowell Area School Northview School Ottawa Area Intermediate Reeths Puffer School Rockford School South Haven Public School Sparta Area School Spring Lake Public School Thornapple Kellogg School

Wyoming School Youth Advancement Academy Zeeland School

POLICY NUMBER: 3128206 7/1/17-18

COMMERCIAL UMBRELLA LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected:

COMMERCIAL UMBRELLA LIABILITY POLICY

CHANGES

The above coverage part is hereby amended as follows:

\$5,000,000 Each Occurrence / \$5,000,000 Annual Aggregate

Byron Center School Caledonia School Cedar Springs Public Schools Comstock Park School Delton-Kellogg School East Grand Rapids School Forest Hills School Godfrey Lee School

Grandville Public School

Ionia County ISD Jenison Public School Kalamazoo Regional ESA Kent City School Kentwood School Lowell Area School Northview School Ottawa Area Intermediate Reeths Puffer School Rockford School South Haven Public School Sparta Area School Spring Lake Public School Thornapple Kellogg School

Wyoming School Youth Advancement Academy Zeeland School

\$6,000,000 Each Occurrence / \$6,000,000 Annual Aggregate

Holland Public Schools

POLICY NUMBER: 3128206 EFFECTIVE: 7/1/17

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COMMERCIAL UMBRELLA LIABILITY POLICY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected: COMMERCIAL UMBRELLA L	IABILITY POLICY			
CHANGES				
The above coverage part is hereby amended as follow	ws:			
DECLARATIONS – COMMERCIAL UMBR SCHEDULE OF UNDERLYING INSURAN				
SCHOOL BOARD LEGAL LIABILITY				
	POLICY NUMBER: QEL01012-01			
COMPANY: QBE Specialty Insurance Company				
	AGGREGATE LIMIT: \$1,000,000 each district PER CLAIM LIMIT: \$1,000,000 each district			
POLICY PERIOD: FROM: July 1, 2017 TO: July 1, 2018				

COMMERCIAL UMBRELLA LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected: COMMERCIAL UMBRELLA LIABILITY POLICY				
CHANGES				
A. The above coverage part is hereby amended as follows:				
It is hereby understood and agreed that coverage for Abuse and Molestation resulting from a "wrongful act" is provided under this coverage part for a sub-limit of \$5,000,000 for each member district.				
B. The following definition is added to SECTION V – DEFINITIONS :				
30. "Wrongful act" means:				
 Any act of actual or threatened abuse or molestation (including sexual misconduct or sexual molestation) which results in injury to another, or 				
b. 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 Exclusion 20.				
For the purpose of this coverage, abuse means an intentional, inherently harmful act.				
C. The following additional exclusions are added to SECTION I – COVERAGES, B. Exclusions:				
20. To any person who:				
(a) Participated in or who conspired with or directed a participant in any "wrongful act"; or				
(b) Knowingly allowed any "wrongful act" or failed to report any "wrongful act" to proper authorities.				
21. To the cost of defense of, or payment of fines for, any person who actually or allegedly violated any penal or criminal statute.				

POLICY NUMBER: 3128206 7/1/17-18

COMMERCIAL UMBRELLA LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected:

COMMERCIAL UMBRELLA LIABILITY POLICY

CHANGES

The above coverage part is hereby amended as follows:

It is understood and agreed that IL 0017 1185 – Common Policy Conditions, A. Cancellation 2. b. is deleted and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

POLICY NUMBER: 3128206 EFFECTIVE: 7/1/17

COMMERCIAL UMBRELLA LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected:

COMMERCIAL UMBRELLA LIABILITY POLICY

CHANGES

The above coverage part is hereby amended as follows:

DECLARATIONS – COMMERCIAL UMBRELLA LIABILITY COVERAGE SCHEDULE OF UNDERLYING INSURANCE AND LIMITS EXTENSION

STANDARD EMPLOYERS LIABILITY FOR THE FOLLOWING MEMBERS:

Byron Center Public Schools Caledonia Public School District Comstock Park Public Schools **Delton Kellogg Schools** East Grand Rapids Public Schools Forest Hills Public Schools Godfrey-Lee Public Schools Grandville Public Schools Jenison Public Schools Kent City Community Schools Kentwood Public Schools Northview Public Schools **Rockford Public Schools** Sparta Area Schools Spring Lake Public Schools Thornapple-Kellogg Schools Wyoming Public Schools

COMPANY: SAFETY NATIONAL

POLICY NUMBER: VARIOUS

AGGREGATE LIMIT: \$1,000,000 each district PER CLAIM LIMIT: \$1,000,000 each district

POLICY PERIOD: FROM: July 1, 2017 TO: July 1, 2018

CXL 79 00 0199 #6

POLICY CHANGES

POLICY NUMBER: 3128206 EFFECTIVE: 7/1/17

COMMERCIAL UMBRELLA LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected:

COMMERCIAL UMBRELLA LIABILITY POLICY

CHANGES

The above coverage part is hereby amended as follows:

DECLARATIONS – COMMERCIAL UMBRELLA LIABILITY COVERAGE SCHEDULE OF UNDERLYING INSURANCE AND LIMITS EXTENSION

STANDARD EMPLOYERS LIABILITY FOR THE FOLLOWING MEMBERS:

Cedar Springs Public Schools Holland Public Schools Ionia County Intermediate School Kalamazoo Regional Education Service Agency Lowell Area Schools Ottawa Area Intermediate School District Reeths Puffer Schools South Haven Public Schools Youth Advancement Academy Zeeland Public Schools

COMPANY: VARIOUS

POLICY NUMBER: VARIOUS

AGGREGATE LIMIT: \$1,000,000 each district PER CLAIM LIMIT: \$1,000,000 each district

POLICY PERIOD: FROM: July 1, 2017 TO: July 1, 2018

CXL 79 00 0199 #7

POLICY CHANGES

POLICY NUMBER: 3128206 EFFECTIVE: 7/1/17 COMMERCIAL UMBRELLA LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Coverage Part Affected:

COMMERCIAL UMBRELLA LIABILITY POLICY

CHANGES

The above coverage part is hereby amended as follows:

COMMERCIAL UMBRELLA LIABILITY COVERAGE

INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET - LIMITATION

CXL 4 04 03, SECTION I - COVERAGES, B. Exclusions, 14., h. states;

"Personal and advertising injury" arising out of the infringement of copy right, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

The following is added to the above exclusion;

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - **a** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- **3.** We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- **4.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- 1. Make inspections and surveys at any time;
- 2. Give you reports on the conditions we find; and
- 3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- **2.** Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations;

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Trust Member:	Byron Center Public School	
Mailing Address:	8542 Byron Center Ave. SW Byron Center, MI 49315	
Policy Period:	7/1/17 to 7/1/18	at 12:01 a.m. Standard Time at the mailing address shown above
Limits of Insurance:		
Occurrence Limit: Aggregate Limit:		0,000 0,000
Self Retained Limit:	\$ 0	
This certificate is issued in conjunction with and is subject to the terms and conditions of Master Policy # 3128206.		



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Caledonia Public School

Mailing Address:

9753 Duncan Lake Ave. Caledonia, MI 49316

Policy Period:	7/1/17 to 7/1/18	at 12:01 a.m. Standard Time at
		the mailing address shown above

Limits of Insurance:

Occurrence Limit:	\$5,000,000
Aggregate Limit:	\$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Trust Member:	Cedar Springs Public Schools	
Mailing Address:	204 E. Muskegon Street Cedar Springs, MI 49319	
Policy Period:	7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above	
Limits of Insurance:		
Occurrence Limit: Aggregate Limit:	\$5,000,000 \$5,000,000	
Self Retained Limit:	\$ 0	
This certificate is issued in conjunction with and is subject to the terms and conditions of Master Policy # 3128206.		



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Comstock Park Public Schools

Mailing Address:

101 School District Comstock Park, MI 49321

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Delton-Kellogg Schools

Mailing Address:

327 N. Grove Delton, MI 49096

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Trust Member:	East Grand Rapids Public Schools 2915 Hall St. SE Grand Rapids, MI 49506	
Mailing Address:		
Policy Period:	7/1/17 to 7/1/18	at 12:01 a.m. Standard Time at the mailing address shown above
Limits of Insurance:		
Occurrence Limit: Aggregate Limit:	,	00,000 00,000
	\$ 0	



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Trust Member:	Forest Hills Public Schools	
Mailing Address:	6590 Cascade Road, SE Grand Rapids, MI 49546	
Policy Period:	7/1/17 to 7/1/18	at 12:01 a.m. Standard Time at the mailing address shown above
Limits of Insurance:		
Occurrence Limit: Aggregate Limit:	,	0,000 0,000
Self Retained Limit:	\$ 0	
This certificate is issued in conjunction with and is subject to the terms and conditions of Master Policy # 3128206.		



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Godfrey Lee School District

Mailing Address:

1324 Burton St. SW Wyoming, MI 49509

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Grandville Public Schools

Mailing Address:

3839 Prairie St. SW Grandville, MI 49418

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Holland Public Schools

Mailing Address:

320 W 24th Street Holland, MI 49423

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$6,000,000 \$6,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Ionia County Intermediate School

Mailing Address:

2191 Harwood Road Ionia, MI 48846

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Jenison School District

Mailing Address:

8375 20th Avenue Jenison, MI 49428

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Trust Member:	Kalamazoo Regional Education Services Agency 1819 W. Milham Road Kalamazoo, MI 49002	
Mailing Address:		
Policy Period:	7/1/17 to 7/1/18	at 12:01 a.m. Standard Time at the mailing address shown above
Limits of Insurance:		
Occurrence Limit: Aggregate Limit:		00,000 00,000
Self Retained Limit:	\$ 0	



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Kent City Community Schools

Mailing Address:

200 Clover Street Kent City, MI 49330

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Kentwood School District

Mailing Address:

5820 Eastern Avenue Kentwood, MI 49508

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Lowell Area Schools

Mailing Address:

300 High Street Lowell, MI 49331

7/1/17 to 7/1/18

Policy Period:

at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Northview Public School

Mailing Address:

4365 Hunsberger, NE Grand Rapids, MI 49505

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:	Ottawa Area Intermediate School District
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Mailing Address:

13565 Port Sheldon St. Holland, MI 49424

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit:	
Aggregate Limit:	

Self Retained Limit:

\$0

\$5,000,000 \$5,000,000



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Reeths Puffer Schools

Mailing Address:

991 W. Giles Muskegon, MI 49341

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Rockford Public Schools

Mailing Address:

350 N. Main St. Rockford, MI 49341

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

South Haven School District

Mailing Address:

554 Green St. South Haven, MI 49090

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Sparta Area Schools

Mailing Address:

465 South Union Street Sparta, MI 49345

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Spring Lake Public Schools

Mailing Address:

345 Hammond Spring Lake, MI 49456

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

10051 Green Lake Road Middleville, MI 49333	
7/1/17 to 7/1/18	at 12:01 a.m. Standard Time at the mailing address shown above
\$5,000 \$5,000	
\$ 0	
	Middleville, MI 493 7/1/17 to 7/1/18 \$5,00 \$5,00



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Wyoming Public Schools

Mailing Address:

3575 Gladiola Ave. Wyoming, MI 49509

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member: Youth	Advancement Academy
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Mailing Address:

622 W. Kalamazoo Avenue Kalamazoo, MI 49007

Policy Period: 7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit:

Self Retained Limit:

\$0

\$5,000,000

\$5,000,000



WEST MICHIGAN RISK MANAGEMENT TRUST

COMMERCIAL UMBRELLA LIABILITY COVERAGE

CERTIFICATE OF INSURANCE

Trust Member:

Zeeland Public Schools

Mailing Address:

183 W. Roosevelt Zeeland, MI 49464

Policy Period:

7/1/17 to 7/1/18 at 12:01 a.m. Standard Time at the mailing address shown above

Limits of Insurance:

Occurrence Limit: Aggregate Limit: \$5,000,000 \$5,000,000

Self Retained Limit:

\$0