

## VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

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

Throughout this policy the words “you” and “your” refer to the “named organization” shown in the Declarations. The words “we”, “us” and “our” refer to the company providing this insurance. The “retained limit” references throughout the policy only apply to the “auto coverage” afforded.

The word “Insured” means any individual “registered volunteer” 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.

### SECTION I – COVERAGE

#### A. Insuring Agreement

1. Volunteer Excess Liability. We will pay all sums in excess of the “retained limit” that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies. The amount we will pay is limited as described in SECTION III – LIMITS OF INSURANCE.

Volunteer Excess Auto Liability. We will pay all sums in excess of the “retained limit” that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies. The amount we will pay is limited as described in SECTION III – LIMITS OF INSURANCE.

2. Both insuring agreements apply to “bodily injury”, “property damage” or “personal injury” only if:
  - a. The “bodily injury”, “property damage” or “personal injury” arises out of the performance of the insured’s volunteer service on behalf of the “named organization”, but does not include travel to or from the place of volunteer service;
  - b. (1) The “bodily injury” or “property damage” is caused by an “occurrence” under the volunteer excess liability or “accident” under the volunteer excess auto liability;  
  
(2) The “personal injury” is caused by an offense under the volunteer excess liability or an “accident” under the volunteer excess auto liability;

that takes place in the “coverage territory”, and

- c. The “bodily injury”, “property damage” or “personal injury” occurs during the policy period.
3. Damages because of “bodily injury” or “personal injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.
  4. a. We have the right to participate with the insured or with the insurer of other insurance in the defense of any “suit” that might involve this insurance. In such event, the insured or insurer and we shall cooperate fully.

- b. In the event that the “retained limit” for excess auto liability, or other insurance limit for excess volunteer liability, is exhausted, we have the right and duty to defend the insured against any “suit” to which this insurance applies and is immediately in excess of such “retained limit” or other insurance without intervening self-insurance or excess insurance.
  - c. We may at our discretion investigate any “occurrence” or “accident” or offense to which this insurance applies and settle any claim that may result. We have no duty to defend any insured against any “suit” to which this insurance does not apply.
  - d. Our duty to defend any “suit” ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this insurance.
5. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS, provided always that a limit is shown on the certificate of insurance and the corresponding premium has been paid.
6. Any “bodily injury”, “property damage” or “personal injury” caused by an accident covered under the Volunteer Excess Auto Liability Coverage is not covered under the Volunteer Excess Liability Coverage.

**B. Common Policy Exclusions**

This insurance does not apply to:

**1. 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.

**2. Contractual Liability**

“Bodily injury”, “property damage” or “personal injury” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- a. That the insured would have in the absence of the contract or agreement; or
- b. Arising out of “bodily injury” or “property damage” or “personal injury” assumed in a contract or agreement that is an “incidental contract”, provided the “bodily injury” or “property damage” or “personal injury” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “incidental contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “bodily injury” or “property damage”, provided:
  - (1) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “incidental contract”, and
  - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**3. Workers Compensation and similar Laws**

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

4. Pollution

“Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered “auto”;
  - (2) Otherwise in the course of transit by or on behalf of the insured; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered “auto”.
- b. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the insured for movement into or onto the covered “auto”; or
- c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts if:

- (1) The “pollutants” escape, seep, migrate or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and
- (2) The “bodily injury”, “property damage” or covered pollution cost or expense does not arise out of the operation of any equipment listed in the definition of “mobile equipment”.

Paragraphs b. and c. above of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to an insured with respect to “pollutants” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”, and
- (2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

5. Aircraft or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use of or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion does not apply to:

- a. A watercraft you do not own that is:
  - (1) Less than 26 feet long; and
  - (2) Not being used to carry persons or property for a charge;
- b. Liability assumed under any “incidental contract” for the ownership, maintenance or use of aircraft or watercraft.

6. War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or conditions incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

7. Damage to Property

“Property damage” to:

- a. Property owned, rented or occupied by the insured;
- b. Property loaned to the insured; or
- c. Property in the care, custody or control of the insured;

Paragraphs b. and c. of this exclusion do not apply to liability assumed under a sidetrack agreement, and paragraph c. of this exclusion does not apply to “property damage” (other than to elevators) arising out of the use of an elevator at the premises owned by, rented to or controlled by the “named organization”.

8. Personal Injury

“Personal injury”:

- a. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- c. Arising out of a criminal act committed by or at the direction of any insured;

9. Professional

Liability arising out of “professional services” or “professional health care” where the insured is a licensed professional in that particular field.

10. Racing

“Autos” or “mobile equipment” while used in any professional or organized racing or demolition contest or speed or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that “auto” is being prepared for such a contest or activity.

11. Work Release and Alternative Sentencing

Liability arising out of the actions of any person who is a part of a “work release program” or “court referred alternative sentencing volunteer program” or part of a program related to or associated in any manner with a “work release program”.

The following exclusions apply solely to volunteer excess auto coverage:

12. Uninsured/Underinsured Motorists

Any obligation under any uninsured or underinsured motorists law, "no-fault" law, basic reparations benefit law, any law requiring personal injury protection coverage, or any similar law.

13. Operations

"Bodily injury" or "property damage" arising out of the operations of equipment listed in the definition of "mobile equipment"

14. Handling of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the insured for movement into or onto the "auto"; or
- b. After it is removed from the "auto" to the place where it is finally delivered by the insured.

15. Movement of Property by Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the "auto".

## **SUPPLEMENTARY PAYMENTS COVERAGES**

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. Up to \$2,000 for cost of bail bonds required because of accidents or traffic laws violations arising out of the use of any vehicle to which the Volunteer Excess Auto Liability Coverage applies. We do not have to furnish these bonds.
- C. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- D. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- E. All costs taxed against the insured in any "suit" against the insured we defend.
- F. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- G. Reasonable expense incurred by the insured, in connection with "bodily injury" to which this insurance applies, for such immediate medical and surgical relief to others as shall be necessary at the time of the accident.

These payments will not reduce the limits of insurance.

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:

1. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "incidental contract";

2. This insurance applies to such liability assumed by the insured;
3. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the insured in the same "incidental contract".
4. 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 interests of the indemnitee;
5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and indemnitee; and
6. The indemnitee:
  - a. Agrees in writing to:
    - (1) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (2) Immediately send us copies of any demand, notices, summons or legal papers received in connections with the "suit";
    - (3) Notify any other insurer whose coverage is available to the indemnitee; and
    - (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - b. Provides us with written authorization to:
    - (1) Obtain records and other information related to the "suit"; and
    - (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the as the above conditions are met, attorneys 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. Notwithstanding the provisions of paragraph B.2.b. of Exclusions (Section I –Coverages), 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 attorneys fees and necessary litigation expenses as Supplementary Payments end when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
2. The conditions set forth above, or the terms of the agreement described in paragraph 6. above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

An insured is an individual "registered volunteer" of the "named organization", but only with respect to the liability of the "registered volunteer" for volunteer service activities of the "named organization" or performance of volunteer service by such "registered volunteer" on behalf of the "named organization". The foregoing applies regardless of:

- A. Any college credits given for volunteer work; or
- B. Reimbursement of expenses for mileage driven as a volunteer.

The "named organization" shown in the Declarations is not an insured under this policy.

### **SECTION III – LIMITS OF INSURANCE**

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the Volunteer Excess Auto Liability coverage regardless of the number of:
1. "Autos" involved in the "accident";;
  2. Insureds involved in the "accident";
  3. Claims made or "suits" brought; or
  4. Persons or organizations making claims or bringing "suits".

The Each Automobile Accident Limit is the most we will pay for the sum of all damages because of "bodily injury", "property damage" or "personal injury" arising out of each "accident".

- B. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the Volunteer Excess Liability coverage regardless of the number of claims made or "suits" brought, persons or organizations making claims or bringing "suits".
1. The Each Occurrence Limit is the most we will pay for the sum of all damages under the Volunteer Excess Liability coverage.
  2. The Annual Aggregate Limit is the most we will pay for the sum of all damages during the policy period for all insureds under the Volunteer Excess Liability coverage.

The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

### **SECTION IV – CONDITIONS**

- A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

- B. Duties in the Event of Occurrence, Accident, Offense, Claim or Suit

1. The "named organization", the insured, or someone of behalf of the insured must see to it that we are notified as soon as practicable of an "occurrence", "accident" or an offense which may result in a claim involving damages which are likely to exceed 50% of the "retained limits" or other insurance.

2. The “named organization” and the insured shall cooperate to determine if the “occurrence”, “accident” or offense took place in the course of the insured’s volunteer service activities on behalf of the “named organization”. To the extent possible, notice should include:
  - a. The name of the insured involved;
  - b. How, when and where the “occurrence”, “accident”, or offense took place;
  - c. The names and address of any injured persons and witnesses; and
  - d. The nature and location of any injury or damage arising out of the “occurrence”, “accident”, or offense.
3. If a claim is made or “suit” is brought against any insured which is likely to involve this insurance, the “named organization” and the insured must:
  - a. Immediately record the specifics of the claim or “suit” and the date received; and
  - b. Notify us as soon as practicable.

The “named organization” and the insured must see to it that we receive written notice of the claim or “suit” as soon as practicable.

4. The “named organization” or the insured must:
  - a. Immediately send us copies of any demands, notices, summons 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.
5. Neither the “named organization” nor the insured will, except at the “named organization’s” or the insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

#### C. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
2. To sue us on this Policy 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 obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy 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.



#### D. Other Insurance

If other insurance, including but not limited to the “retained limit,” is available to the insured for a loss we cover under SECTION I – COVERAGE of this policy, this insurance is excess over that other insurance and will not apply until all other applicable insurance has been fully exhausted. This insurance shall not contribute with such other insurance.

Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

#### E. Premium

The premium for this policy is based upon “registered volunteers”, and shall be computed by applying to each “registered volunteer” the rate shown in the Declarations. The “named organization” shall pay the advance premium based on its estimated number of volunteers for the next twelve (12) months or a pro-rata amount if the policy term is less than twelve (12) months. This premium is fully earned at the certificate’s inception date. At the end of each twelve-month period, the company shall have the right to request a statement of the actual number of “registered volunteers” during the preceding twelve (12) months. If the earned premium thus computed exceeds the advance premium paid, the “named organization” shall pay the excess to us.

Each “named organization” shall maintain a roster of “registered volunteers” including the initial date of service and date of termination.

The Minimum Premium shall be as stated in the Declarations.

The first “named organization” 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. Representations

By accepting this policy, you agree that:

1. The statements in the Declarations 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.

#### G. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first “named organization”, this insurance applies separately to each insured against which claim is made or “suit” is brought.

#### H. 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 Policy, 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.

#### I. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first "named organization" shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

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

#### J. Cancellation

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

#### K. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first "named organization" 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.

#### L. 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.

#### M. Inspection 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. We do not warrant any conditions.

## **SECTION V - DEFINITIONS**

- A. "Accident" is an "occurrence" which involves the ownership, maintenance or use of an "auto".
- B. "Auto" means a private passenger land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, which is:
  1. Owned by the insured or spouse or both; or
  2. Leased to the insured or spouse or both; or
  3. Not owned by the insured or spouse or both, while temporarily used as a substitute "auto" described in 1. or 2. above while withdrawn from normal use because of breakdown, repair, servicing, loss or destruction.

"Auto" does not include "mobile equipment". However, transportation of "mobile equipment" by an "auto" is included.

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death and mental anguish resulting from any of these at any time.
- D. "Coverage territory" means:
  1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above; or
  3. All parts of the world if;
    - a. The injury or damage arises out of the activities of the insured whose home is in the territory described in 1. above, but is away for a short time on business sponsored or required by the "named organization"; and
    - b. The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in 1. above or in a settlement we agree to.

Items 2. and 3. above are not applicable to "auto".

- E. "Court Referred Alternative Sentencing Volunteer Program" means any program designed or intended to place persons in various types of public or community service in lieu of fines or incarceration.
- F. "Incidental contract" means:
  1. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "incidental contract";

2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction of demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. That portion of any contract or agreement entered into, as part of your volunteer service, pertaining to the rental or lease, by an insured, of any "auto". However, such contract or agreement shall not be considered an "incidental contract":
  - a. To the extent that it obligates an insured to pay for "property damage" to any "auto" rented or leased to an insured;
  - b. If the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

G. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft or watercraft;
2. While it is in or on an aircraft or watercraft; or
3. While it is being moved from an aircraft or watercraft at 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 aircraft or watercraft.

H. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozer, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1.,2.,3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and servicing equipment; or

- b. Cherry pickers and similar devices used to raise or lower workers;
- 6. Vehicles not described in 1.,2.,3. or 4. 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 considered “autos”:

- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- I. “Named organization” means any organization who has applied to and been accepted by Volunteers Insurance Service Association as a qualified member, and is shown on the certificate.
  - J. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
  - K. “Personal injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
    - 1. False arrest, detention or imprisonment;
    - 2. Malicious prosecution;
    - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
    - 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
    - 5. Oral or written publication of material that violates a person’s right of privacy.
  - L. “Professional services” means the rendering or failure to render any professional service by any insured in the capacity of, including but not limited to an: accountant, architect, insurance agent, lawyer, or real estate agent, or a similar profession, provided that the insured is a licensed professional in that profession; however, activities related to counseling or “hotline” type services shall not be deemed to be “professional services” unless the insured is licensed by a government entity to provide such service or services.
  - M. “Professional health care” means:
    - 1. The rendering or failure to render:

- a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
- 2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
  - 3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures
- by an insured who is a licensed health care professional.

N. "Property damage" means 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.

O. "Registered volunteer" or "registered volunteers" means any person who has been accepted by a Member of Volunteers Insurance Service Association to perform volunteer services, and whose name has been recorded on the "named organization's" roster of volunteers.

The name of the individual "registered volunteer" must be recorded on the "named organization's" roster at the time of an "occurrence" which gives rise to a "suit" or claim under this policy.

P. "Retained limit" means:

- 1. For purposes of the Volunteer Excess Liability coverage, an amount equal to the applicable limits of insurance of any other insurance collectible by the insured, including but not limited to insurance collectible by the insured as an insured under any of the Named Organization's insurance, including any of its general liability insurance and automobile liability insurance.
- 2. For purposes of the Volunteer Excess Auto Liability coverage, the greater of:
  - a. An amount equal to the applicable limits of insurance of any other insurance collectible by the insured, including but not limited to insurance collectible by the insured as an insured under any of the Named Organization's insurance, including any of its general liability insurance and automobile liability insurance; or
  - b. An amount equal to the minimum limit of insurance required under the motor vehicle financial responsibility law of the state or province in which the "accident" occurs or \$50,000 whichever is less.

"Retained limit" includes:

- a. Expenses incurred by the insured in the defense of any "suit",
- b. Interest that accrues after entry of judgment;
- c. Cost of bail bonds;
- d. Cost of bonds to release information;
- e. Reasonable expenses incurred by the insured at the request of the other insurer in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 per day;
- f. Costs taxed against the insured in the "suit"; and

- g. Reasonable expenses incurred by the insured, in connection with “bodily injury” to which this insurance applies, for such immediate medical and surgical relief to others as shall be necessary at the time of an accident.
  
- Q. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies is alleged. “Suit” includes:
  - 1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
  
- R. “Work release program” means any program designed or intended to place persons whose residence is a penal institution in various types of public or community assignments.

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

**Sexual Abuse And Sexual Molestation Endorsement**

This endorsement modifies insurance provided under the following:

VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

We will investigate and defend any insured against allegations of physical abuse or sexual molestation; provided that, our duty to investigate and defend shall end at such time as:

1. The insured pleads or is adjudged guilty in a criminal trial or proceeding of conduct which is the subject of such allegations;
2. The insured accepts liability or is adjudged liable in a civil trial or proceeding for damages arising out of conduct which is the subject of such allegations; or
3. The insured admits in any context to having engaged in conduct which is the subject of such allegations.

Exclusions:

The defense obligation provided by this endorsement shall not apply to:

- a. Allegations of criminal conduct committed by the insured, including any associated criminal investigation, indictment, trial or other criminal process.
- b. Any actual, alleged or threatened physical abuse or sexual molestation, or any combination of these, of any person if the first incident of such abuse or molestation to that person by the same, or allegedly the same, insured or insureds occurred prior to the effective date of this endorsement.



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

**Exclusion – Volunteers of Sports Clubs, Rescue Squad Members,  
Volunteer Police and Volunteer Firefighters**

It is hereby agreed that no coverage is provided to volunteers of sports clubs, rescue squad members, volunteer police, or volunteer firefighters, except as provided below.

**Appropriate Volunteer Assignments:**

**Safety:** Supporting fire departments, police departments and other local safety agencies by engaging in community outreach through dissemination of information, including coordinating public safety meetings, and providing training and assistance with smoke detectors, in-home lighting, egress in case of fire, accident prevention at home, automobile safety, child and adult auto safety devices, or similar activities.

**Public Safety Hotline:** Supporting police departments, fire departments and other local safety agencies by answering telephones and providing accurate information to callers, or similar activities.

**Disaster Preparedness:** Supporting community based relief agencies by helping coordinate community inventories of vital medical, blood and food supplies, serving as outreach and community education links for relief agencies, or similar activities.

**Public Health:** Supporting public health agencies by engaging in outreach and community education to targeted areas, supporting immunization for children and other targeted groups, or similar activities.

**Crime Awareness/Avoidance:** Teaching safety at shopping malls, tourist safety, and safety precautions when out in public; providing scam alerts; identifying high crime areas; or similar activities.

**Neighborhood Watch/Block Watch:** Organizing and providing training for establishing neighborhood or block watch programs, coordinating and participating in Neighborhood Watch patrols and watch activities, or similar activities.

**Community Policing/Patrol:** Checking homes of people on vacation or away for the season, working with local police and community organizations to help ensure a safer neighborhood, or similar activities.

**Household Security (with a special focus on homebound elderly):** Conducting household security assessment, distributing self-administered security checklists, installing safety window or door locks and outdoor lighting, conducting workshops on household safety, or similar activities.

**Safety for Children:** Establishing and supporting safe schools, safe havens, safe play streets and safe corridors for children, and providing training for youth and adults about these areas; serving on school safety patrol, serving in youth recreational and educational activities, fingerprinting and photo identification cards for children to provide a record of identity, or similar activities.

**Child Abuse & Neglect:** Training in awareness, prevention, reporting and self-defense to children regarding sexual abuse; providing assistance and counsel to children who are abused or neglected; or similar activities.

**Elder Abuse & Neglect:** Training in identifying, reporting, and preventing elder abuse; providing assistance, counsel and support to adults, particularly the frail elderly, who are abused or neglected; or similar activities.

**Family Violence/Victim Assistance:** Providing aid, assistance and counsel for victims of family violence; assisting with shelters; training in prevention and self-defense; or similar activities.

Conflict Resolution/Rehabilitation Services: Promoting tolerance and respect among diverse people, providing training in conflict resolution, mediation and violence prevention, peer mediation programs, ex-offender counseling and referral services, or similar activities.

Records and Data Entry: Recording and performing data entry of crime statistics, transporting police and court records; or similar activities.

**Examples of Inappropriate Volunteer Assignments:**

Issuing citations for any violation,  
Street traffic control,  
Participating in “ride along” with police officers on duty,  
Riding on “emergency equipment” when on call, and  
Performing emergency duties assigned for fire or police employees.  
Paramedics,  
Emergency Medical Technicians, EMT,  
Emergency Medical Service Employees, EMS.  
Fire Fighter  
Policeman  
Coach or participant in a sports club

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

**Certified Acts of Terrorism and Other Acts of Terrorism Exclusion**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

A. Section I - Subsection B. Common Policy Exclusions is changed by adding the following:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism, and all business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance, plus any damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "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 federal Terrorism Risk Insurance Act for a "certified act of terrorism" includes the following:
  - a. 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
  - b. 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 acting, 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.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under the policy to which this endorsement applies.

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

**Exclusion of Certified Acts of Terrorism Endorsement**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

A. The following exclusion is added to paragraph B. Common Policy Exclusions of SECTION I:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part of underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damages" as may be defined in any applicable Coverage part or underlying insurance.
2. "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 federal Terrorism Risk Insurance Act for a "certified act of terrorism" includes the following:
  - a. 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
  - b. The act is a violent act or act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting, 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.

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

**Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)**

This endorsement modifies the VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY as follows:

This Combined Excess Liability Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - a. with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

- IV. As used in this endorsement:

“hazardous properties” include radioactive, toxic or explosive properties; “nuclear material” means source material, special nuclear material or by-product material; “source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; “spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; “waste” means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; “nuclear facility” means:

- a. any nuclear reactor,
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

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

**Railroad Motor Car and High Track Wheel Vehicle Exclusion**

This endorsement modifies insurance provided under the following:

VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

Endorsement Effective Date: July 1, 2012

In consideration of the premium charged, it is understood and agreed that Section 1 – Coverage, B. Common Policy Exclusions, is amended as follows:

The following exclusion applies to both excess volunteer liability and excess auto liability.

16. Railroad Operation and Maintenance

- a. "Bodily Injury," "Property Damage" or "Personal Injury" arising out of the ownership, maintenance, use of or entrustment to others of any locomotives; passenger cars; motor cars; track cars; Skaggit cars; trucks, pick-up trucks or utility truck fitted with high rail track wheels; owned or operated by or rented or loaned to any insured for use on or maintenance of railroad tracks. Use includes operation and maintenance of such cars.
- b. "Bodily Injury," "Property Damage" or "Personal Injury" arising out of the repair or maintenance of railroad tracks or equipment.

All other terms and conditions of the policy remain unchanged.