

Ashley Insurance, Inc

112 Market Street
Denton, MD 21629
(410)479-5244

Appalachian Search & Rescue Conference, Inc.
104 West Marshall Street
Falls Church, VA 22046

INVOICE

Company Name	Appalachian Search & Rescue Conference, Inc.
Account Number	13571
Date	02/16/2012
Submitted By	Mike Lewis
Reviewed By	Diana LaClair
Page	1 of 1

Invoice Amount	2,195.00
Invoice #	Invoice#22679
Policy #	VFP43473978D

Thank You

Please detach and return with payment



Customer: Appalachian Search & Rescue Conference, Inc.

Invoice #	Invoice Date	Invoice Type	Policy #	Amount
22679	02/01/2012	New business	Policy #VFP43473978D 02/01/2012-02/01/2013 National Union Fire Company Accident & Sickness - Accident & Sickness	2,195.00

	2,195.00
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Thank You

	02/16/2012
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INVOICE

Company Name	Appalachian Search & Rescue Conference, Inc.
Account Number	13571
Date	02/16/2012
Agent	Mike Lewis
Broker	Diana LaClair
Page	1 of 1

Appalachian Search & Rescue Conference, Inc.
104 West Marshall Street
Falls Church, VA 22046

Amount Due	1,497.00
Invoice Number	Invoice#22669
Policy Number	VFISCM1050344

Thank You

Please detach and return with payment



Customer: Appalachian Search & Rescue Conference, Inc.

Invoice #	Invoice Date	Policy #	Description	Amount
22669	02/01/2012	New business	Policy #VFISCM1050344 02/01/2012-02/01/2013 American Alternative Insurance Corp Package - PACKAGE	1,497.00

*****Future Invoices*****				1,497.00
08/01/2012	1,496.00			

Thank You

		02/16/2012
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Appalachian Search & Rescue Conference, Inc.
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INVOICE

Company Name	Appalachian Search & Rescue Conference, Inc.	13571
Invoice Date	02/16/2012	
Invoice To	Mike Lewis Diana LaClair	
Page	1 of 1	

Invoice #	22667
Policy #	VFISTR2050521
Invoice#	22667

Thank You

Please detach and return with payment

Customer: Appalachian Search & Rescue Conference, Inc.

Invoice #	Invoice Date	Policy #	Policy Description	Amount Due
22667	02/01/2012	New business	Policy #VFISTR2050521 02/01/2012-02/01/2013 American Alternative Insurance Corp Business Auto - AUTO	524.00
*****Future Invoices*****				524.00

08/01/2012 523.00 |

Thank You

02/16/2012

Ashley Insurance, Inc.
112 Market Street
Denton, MD 21629

Phone: 410-479-5244
Fax: 410-479-5268

Email: diana@ashleyinsurance.com

Ashley Insurance, Inc

Business MEMO

Date: February 21, 2012
To: Appalachian Search & Rescue Conference, Inc.
From: Diana M. LaClair
Customer: Appalachian Search & Rescue Conference, Inc.
Policy No./Term: 2012 Renewals
Subject: Insurance Policies

Evan:

Enclosed are the 2012 renewal policies for the Package, Auto and Accident and Sickness policies. Invoice for these are also enclosed. Packets for each team for the Accident and Sickness policy are included.

Please note that the vehicles you listed on the Renewal Questionnaire are NOT insured. The Conference cannot insure property that they do not own. You stated in an email to me that the trailers, boat, etc. are owned by the individual teams.

If you have any questions, please call. Thank you for your insurance business.

Sincerely,



Diana LaClair

Encl.

Accident & Sickness Renewal Questionnaire



Customer: G26053 APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

Broker: A15037

ALLEGHANY

VA

Complete and return to **VFIS** no later than **12/03/2011**. All pre-filled information should be verified for accuracy, and all questions not pre-filled should be answered.

ASHLEY INSURANCE INC
112 MARKET STREET
DENTON, MD 21629

Dear VFIS Representative:

We hope you will find this renewal questionnaire an efficient means of reviewing and updating renewal data. This is an opportune time for you and your A&S client to evaluate the benefits of increasing limits.

In reviewing this renewal questionnaire with your client, you will note the information regarding the number of volunteer and paid/career personnel is blank. We are asking you to please complete this section to ensure we have the most current information on file.

Our goal is to maintain our renewal standards. In order to ensure a timely renewal, it is critical that this questionnaire be submitted at least 60 days prior to renewal. If you have any questions regarding this questionnaire, please feel free to contact your Regional Director, VFIS Sales Executive, or Underwriter.

Thank you for your continued confidence in VFIS.

Sincerely,

A handwritten signature in cursive script that reads "Troy Markel".

Troy Markel
President, VFIS

Accident & Sickness Renewal Questionnaire



General Information

Insured's Name: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
 Insured's Mailing Address: PO BOX 400440
 CHARLOTTESVILLE, VA 22904

Type of Organization:

- | | | |
|--|--|---|
| <input type="checkbox"/> Fire Department | <input type="checkbox"/> Hospital EMS | <input type="checkbox"/> Training School |
| <input type="checkbox"/> Fire Department w/Ambulance | <input type="checkbox"/> Relief Association | <input type="checkbox"/> Haz Mat Team |
| <input type="checkbox"/> Ambulance Corps | <input checked="" type="checkbox"/> County/State Association | <input type="checkbox"/> Other (describe) |
| <input type="checkbox"/> Rescue Squad (no ambulances)* | <input type="checkbox"/> Search & Rescue Team | |
| <input type="checkbox"/> First Responder | <input type="checkbox"/> 911 Emergency Dispatch | |

*If the insured has ambulances they should be classified as an Ambulance Corps even though their entity name may include "Rescue Squad".

Additional Participating Organizations/Policyholders

ALLEGHENY MOUNTAIN RESCUE GROUP
 BLUE RIDGE MOUNTAIN RESCUE
 DELMARVA SEARCH AND RESCUE
 MARYLAND SEARCH & RESCUE
 MOUNTAINEER AREA RESCUE
 POTOMAC VALLEY SEARCH & RESCUE
 RAPID ASSISTANCE TO COMMUNITY EMERGENCIES
 SHENANDOAH MOUNTAIN RESCUE
 SOUTHWEST VIRGINIA MOUNTAIN RESCUE

Coverage	Status	Eff. Date	Exp. Date	Policy Number	Payment Plan
Accident & Sickness	In-Force	02/01/2011	02/01/2012	VFP 4347-3978D-01	Annual

Renewal Information

	Expiring Information	Updated Information
Population of area served on a first call basis?	10,000	10,000
Number of locations with emergency operations?	9	9
Do you operate an ambulance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of active volunteers? A volunteer performs services without expectation of any compensation.		450
Number of part-time paid employees? A part-time employee is one who works less than 25 hours a week, has no set number of hours a week, or receives a dollar amount per call.		0
Number of full-time paid employees? A full-time employee is one who is regularly scheduled to work 25 or more hours a week. These hours may be in a set rotation or in varying shifts from week to week.		0
Number of members age 65 and over responding to emergency calls?	0	0
Number of calls on an annual basis?	32	32

Accident & Sickness Renewal Questionnaire



Renewal Information

	Expiring Information	Updated Information
Are all volunteers covered by Workers' Compensation?	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A
Are all paid employees covered by Workers' Compensation?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Specify carrier		
Who do you want to cover?	<input checked="" type="radio"/> Volunteer only <input type="radio"/> Career only <input type="radio"/> Vol & Career	<input checked="" type="radio"/> Volunteer only <input type="radio"/> Career only <input type="radio"/> Vol & Career

General Comments:

Accident & Sickness Renewal Questionnaire


Volunteer Benefits
Include: ☒ **Volunteer Members**
☐ **Career Rider ***
☐ **Add Career Rider**

Coverages	Expiring Limits	Optional Quote (enter any requested changes)	Available Options (Higher limits may be available upon request)
Accidental Death Indemnity	\$10,000		Up to \$500,000
Illness Loss of Life	\$10,000		Same as Acc. Death
Lump Sum Living Benefits			
PPI – Injury	\$10,000		
Permanent Impairment – Heart	\$10,000		
Permanent Impairment – Illness	\$10,000		
Weekly Income Benefits			
Weekly Income (first 28 days)	\$100		Up to \$1,000
Maximum Weekly Amount (after 28 days)	\$100		Up to \$1,000
Weekly PPI	\$100		
Weekly PPI COLA	Not Included	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Medical Expense <input type="checkbox"/> Excess of WC or No-Fault Auto Insurance <input type="checkbox"/> Excess of WC, No-Fault Auto & Other Group Insurance <input checked="" type="checkbox"/> Primary Medical Expense (Excess of No-fault) <small>For an optional quote or change in the Medical Expense Type being provided, please indicate below in Additional Comments</small>	\$10,000		Up to \$100,000
Optional Coverages	Expiring Limits	Optional Quota (enter any requested changes)	Available Options (Higher limits may be available upon request)
Weekly Hospital Indemnity	Not Included		Up to \$300
Additional Disability Weekly	Not Included		Up to \$300
Extended Total Disability – 10 Year Option	Not Included	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24-Hour Accidental Death and Dismemberment	Not Included		Up to \$50,000
Or Off-Duty (Non-Covered) Activity Accidental Death and Dismemberment Do you want to cover: Specify number on roster <input type="checkbox"/> Active Volunteers <input type="checkbox"/> Career Members <input type="checkbox"/> Auxiliary Members <input type="checkbox"/> Junior Members <input type="checkbox"/> Trustees, Commissioners, Directors, etc <small>A roster of covered members for this benefit must be included.</small>	Not Included		Up to \$50,000
League Sports Rider <small>(Include type of sport, number of participants, start date and length of season in additional comments section.)</small>	Not Included	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Additional Comments:

No Changes

* Career Rider does not provide coverage for Weekly PPI or Optional Weekly PPI COLA

Accident & Sickness Renewal Questionnaire**GENERAL FRAUD WARNING NOTICE**

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

Virginia Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Your signature below acknowledges that you have read the General Fraud Warning Notice.

The undersigned is an authorized representative of the applicant and certifies the information provided to obtain this coverage is accurate to the best of their knowledge; this includes any applications, locations schedules, valuation statements, loss history information and engineering reports.

Signature: Evan H. Kaefer

Date: 1/19/12

Agent/Broker Printed Name: _____

Agent/Broker License #: _____

Customer: **C26053 APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC** Broker: **A09186****ALBEMARLE****VA**

Complete and return to **VFIS** no later than **12/03/2011**. All pre-filled information should be verified for accuracy, and all questions not pre-filled should be answered.

Are additional lines of insurance needed to broaden your client's protection? We encourage you to request them by completing the appropriate sections of a VFIS factfinder.

INSURANCE INCORPORATED**112 MARKET STREET
DENTON, MD 21629**

Dear VFIS Representative:

The attached renewal questionnaire may include information not requested in prior years. We're asking for your help in reviewing and updating the exposures used to determine renewal premiums. Kindly meet with your client and complete this questionnaire. It will help you to provide professional service to your client while protecting your agency's E&O exposure.

Our goal is to continue to maintain our renewal time standards. In order to continue to meet our standards, it is important that we receive the completed questionnaire at least 60 days before the renewal date.

Thank you for your business. We're proud to be the market of choice for your emergency service clients.

Sincerely,



Troy Markel
President, VFIS

Thursday, December 15, 2011

Page 1

General Information

 Customer: **C26053**

 Insured's Name: **APPALACHIAN SEARCH AND RESCUE CONFERENCE, I**
 Insured's Mailing Address: **PO BOX 400440**
CHARLOTTESVILLE, VA 22904

 Contact Name: **STEVE WEISS, CHAIRMAN**
 Title: **Chairman**
 Phone: **(203) 740-0092 757-619-9968**
 Web Site:
 Federal I.D. #: **541827381**

 # Full-Time Employees1: **0**
 # Part-Time Employees 2: **0**
 # Active Volunteers 3: **450-410**
 # Publicly Elected
 Trustees/Commissioners/Directors:

- Type of Organization:
- ☐ Fire Department
 - ☐ Fire Department w/Ambulance
 - ☐ Ambulance Corps
 - ☐ Rescue Squad (no ambulances)*
 - ☐ First Responder
 - ☐ Hospital EMS
 - ☐ Other (describe):
 - ☐ Relief Association
 - ☒ County/State Association
 - ☐ Search & Rescue Team
 - ☐ 911 Emergency Dispatch
 - ☐ Training School
 - ☐ HazMat Team

*If the insured has ambulances they should be classified as an Ambulance Corps even though their entry name may include "Rescue Squad"

 Population of area served on a first call basis: **2,000**

Number of Responses per Year:

 Fire and other non-medical runs. **35**

 Emergency medical or first responder medical runs. Include number of runs involving medical treatment at the scene of an emergency or while in transport (or both). **0**

 Non-emergency transports. **0**

 Are all volunteers covered by Workers' Compensation? ☒ Yes ☐ No ☐ N/A

 Are all paid employees covered by Workers' Compensation? ☐ Yes ☐ No ☒ N/A

 If no to either of the above, is there an Accident & Sickness policy in force with primary medical benefits of at least \$10,000? ☒ Yes ☐ No

1. A full-time employee is one who is regularly scheduled to work 35 or more hours a week. These hours may be in a set rotation or in varying shifts from week to week.
 2. A part-time employee is one who on average works less than 35 hours a week, or has no set number of hours a week, or receives an hourly rate per call.
 3. A volunteer performs services without expectation of any compensation.

Coverage	Status	Eff. Date	Exp. Date	Policy Number
Property	Not Covered			
General Liability	In-Force	02/01/2011	02/01/2012	VFISTR205052104-0002
Fidelity Bond	In-Force	02/01/2011	02/01/2012	VFISTR205052104-0002
Automobile	In-Force	02/01/2011	02/01/2012	VFISCM105034404-0003
Portable Equipment	Not Covered			
Management Liability	In-Force	02/01/2011	02/01/2012	VFISTR205052104-0002
Umbrella	Not Covered			

General Liability
Coverage
Limits

Each Occurrence or Medical Incident Limit:

☐ \$300,000
☐ \$500,000
☒ \$1,000,000

General Aggregate Limit:

Medical Expense Limit:

☐ \$5,000
☒ \$10,000

Optional Extensions of Coverage

Employer's (Stop Gap) Liability:

☐ Yes ☒ No

If yes, provide current payroll:

Pollution Liability - Above Ground Storage Tanks:

☐ Yes ☒ No

If yes, provide number of tanks:

If pollution liability coverage for above ground tanks is desired please complete Supplement D.

What fundraising or other special events will the insured be involved in during the renewal term?

Indicate all that apply:

☒ Carnivals or field days with mechanical amusement rides

of days held annually:

Are rides operated by an amusement ride contractor?

☐ Yes ☐ No

If yes, does the contractor carry at least \$1 million in liability limits?

☐ Yes ☐ No

If yes, does the contractor name this client as an Additional Insured and provide them with a COI?

☐ Yes ☐ No

☐ Conventions

days held annually:
☐ Fireworks

days held annually:

Fireworks detonated by:

☐ Qualified outside contractor
☐ Applicant

If detonated by outside contractor, does the contractor carry at least \$1 million in liability limits?

☐ Yes ☐ No

If yes, does the contractor name this client as an Additional Insured and provide them with a COI?

☐ Yes ☐ No

☐ Bingo

days held annually:
☐ Motorized events

days held annually:
☐ Hall rentals

days rented annually:

Written agreement signed by renter?

☐ Yes ☐ No

COI obtained from renter if other than an individual?

☐ Yes ☐ No

Any boats greater than 100hp? ☐ Yes ☒ No If yes, how many?

If physical damage is desired, please be sure to schedule coverage under Portable Equipment

Any grandstands or bleachers?

☐ Yes ☒ No If yes, how many?

Any vacant land?

☐ Yes ☒ No If yes, how many acres?

Other?

☐ Yes ☒ No If yes, describe:

Do all areas of public assembly have emergency lighting? ☐ Yes ☐ No ☒ N/A
Do you participate in any sports activities on a league basis? ☐ Yes ☒ No

If yes, do you have an A&S policy with a league sports rider
(or similar first-party medical coverage for sports activities)? ☐ Yes ☐ No

Which of the following best describes the organization's use of alcoholic beverages?

- ☐ The organization sells alcohol year-round (bar or club)

Total Receipts:

License/Permit required by state: ☐ Yes ☐ No License/Permit obtained: ☐ Yes ☐ No

- ☐ The organization sells alcohol at special events.

Describe event(s):

Total Receipts:

License/Permit required by state: ☐ Yes ☐ No License/Permit obtained: ☐ Yes ☐ No

- ☒ The organization permits alcohol on the premises or at sponsored functions, but does not sell it.
☐ The organization provides bartenders to serve alcohol provided by others at functions.
☐ The organization prohibits alcohol on the premises and at sponsored functions.

- ☒ Yes ☐ No Emergency medical services provided?

If Yes, please provide the following Professional Health Care Liability questions:

Level of state certification/licensing:

- ☒ Not state certified/licensed
☐ First responder
☐ Basic life support
☐ Advanced life support

If 'not state certified/licensed', or 'first responder' was checked above, describe the highest level of service provided:

- ☐ Non-medical Only
☒ Basic Life Support → Non-Transport. Wilderness
☐ Advanced Life Support

Applicable only to stand-alone 911 dispatch centers:

Does the insured provide pre-arrival medical instructions to callers? ☐ Yes ☒ No

Estimate the number of annual dispatches made:

Fidelity Bond

Do checks require at least two signatures?

☒ Yes, in excess of \$ 1000.00 ☐ No

Do purchases require the signed approval of two or more people?

☒ Yes, in excess of \$ 50.00 ☐ No

Are bank accounts reconciled by someone not authorized to deposit or withdraw?

☐ Yes ☒ No

Are criminal background checks done on persons who regularly handle money?

☒ Yes ☐ No

Are financial records audited by outside parties?

☐ Yes ☒ No

If yes, how often? _____

Does your organization run bingo nights or other games of chance?

☐ Yes ☒ NoIf yes, how often? ☐ Annually ☐ Monthly ☐ Weekly or more often

If yes, approximate annual revenues raised by such gaming? \$ _____

Note: Your underwriter may request detailed financial information if a bond limit exceeds \$4,000,000.**Commercial Blanket****Covered Entity****Limit**

APPALACHIAN SEARCH AND RESCUE

\$25,000

Automobile

Coverage	Limits
Combined Single Limit for Bodily Injury & Property Damage:	<input type="radio"/> \$300,000 <input type="radio"/> \$500,000 <input checked="" type="radio"/> \$1,000,000
Auto Liability Symbol	08, 09
"No Fault" or Statutory Personal Injury Protection:	<input type="radio"/> Included <input checked="" type="radio"/> Not Included
Auto Medical Payments:	0
Uninsured Motorists/Underinsured Motorists:	0
Are there any Garage Liability or Garagekeeper's exposures (for example, repairing the vehicles of others)?	<input checked="" type="radio"/> Yes <input type="radio"/> No

Schedule of Vehicles

Vehicle No.	Year / Make / Body	VIN	PE	ACV	Agreed Value	Comp. Ded.	Coll. Ded.
----------------	--------------------	-----	----	-----	-----------------	---------------	---------------

Management Liability**Coverage****Limits**Each Offense or Wrongful Act: Annual Aggregate:

Coverage is to be renewed on a:



Claims Made Basis



Occurrence Basis

Note: If switching from Claims Made to Occurrence, contact VFIS Underwriting to determine the cost of the Supplemental Extended Reporting Period endorsement.

Account Information

Installment plan:

- ☐ Annual Premium Payment
- ☒ 2-pay (\$2,500 P&C account minimum)
- ☐ 4-pay (\$3,500 P&C account minimum)
- ☐ 10-pay (\$10,000 P&C account minimum)

Other general comments, information, changes, etc.:

General Fraud Warning

Any person who knowingly and with intent to defraud any Insurance company or another person files an application for Insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

Virginia Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an Insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of Insurance benefits.

This document is provided to assist in the review and updating of your insurance exposures. It must not be construed as a coverage document. Actual coverage is provided only by the policy.

Please sign and date below. By signing, you agree that the information contained in this renewal questionnaire is true and accurate to the best of your knowledge.

Signature: Erin H. Karphe Date: 1/19/12

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

This summary of coverage furnished by National Union Fire Insurance Company describes the coverage that will be provided for all those persons called **Insured Persons** as defined in this summary of coverage. Coverage will be provided for losses described herein subject to the terms of the Master Policy (called "the policy" in this summary of coverage). This summary of coverage is issued to the **Policyholder** named in the **Schedule**.

The coverage provided under this summary of coverage is valid only when the required premium due as shown in the Schedule has been paid. The complete terms and conditions governing each Insured Person's coverage are in the policy issued to the Policyholder named in the Schedule. The policy may be changed or terminated without consent of or notice to each Insured Person.

CONSIDERATION – TERM

Coverage under the policy is provided in consideration of the payment of the premium by the **Policyholder**. The premium due is shown in the **Schedule**. The term of coverage for such **Policyholder** will begin on the Policy Effective Date and end on the Policy Termination Date as shown in the **Schedule**. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder**.

RENEWAL

Coverage may be renewed by **Us** for further consecutive terms by the payment of **Our** premium rate in effect at the time of renewal. If this coverage is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provisions.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the Policy Effective Date shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this summary of coverage.

Coverage for an **Insured Person** will end on the earliest of: (1) the date the policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this summary of coverage; or (3) the date the **Policyholder's** coverage ends.

Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this summary of coverage:



President



Secretary

PLEASE READ THIS SUMMARY OF COVERAGE CAREFULLY.

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SCHEDULE OF COVERAGES

Policyholder: VFIS Trust

Policy Number: VFP-4347-3978D-2

Participating Organization: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
(Name and Address) PO BOX 400440
CHARLOTTESVILLE, VA 22904

Policy Effective Date: 2/1/2012

Term: 1 Year

Policy Termination Date: 2/1/2013

Premium: \$2,195

This summary of coverage provides only those following benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by entry of the word "none" are not provided.

PART COVERAGE

AMOUNT OF INSURANCE

I. Loss of Life Benefits

- A. Accidental Death Benefits
 - (1) Accidental Death Indemnity Benefit\$10,000
 - (2) Seat Belt Benefit Amount.....\$5,000
- B. Illness Loss of Life Benefit\$10,000
- C. Dependent Child Benefit Amount.....\$10,000
- D. Spousal Support Benefit Amount.....\$5,000
- E. Memorial Benefit Amount.....\$2,000

II. Lump Sum Living Benefits

- A. Accidental Dismemberment Principal Sum\$10,000
- B. Vision Impairment Benefit\$10,000
- C. Injury Permanent Impairment Benefit Principal Sum.....\$10,000
- D. Heart Permanent Impairment Benefit Principal Sum.....\$10,000
- E. Illness Permanent Impairment Benefit Principal Sum\$10,000
- F. Cosmetic Disfigurement Resulting From Burns Principal Sum\$10,000
- G. HIV Positive Lump Sum Benefit.....\$10,000

III. Weekly Income Benefits

- A. Total Disability Benefits
 - (1) Total Disability Weekly Income Benefit (first 28 days)\$100
 - (2) Total Disability Maximum Weekly Amount (after 28 days)\$100
 - (3) Total Disability Minimum Weekly Amount\$25
- B. Partial Disability Benefits
 - (1) Partial Disability Weekly Income Benefit (first 28 days)\$50
 - (2) Partial Disability Maximum Weekly Amount (after 28 days)\$50
 - (3) Partial Disability Minimum Weekly Amount.....\$13

IV. Occupational Retraining Benefit Maximum Amount\$20,000

V. Weekly Injury Permanent Impairment Benefit ☒ Yes ☐ No

VI. Optional Weekly Injury Permanent Impairment COLA Benefit ☐ Yes ☒ No

VII. Medical Expense Benefits

- A. Medical Expense Maximum Amount.....\$10,000
 Medical Expense Benefit Options
 (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits..... ☐
 (2) Excess of Workers' Compensation, No-Fault Auto Insurance and Other Group Insurance ☐
 (3) Primary Medical Expense Benefit ☒
 B. Cosmetic Plastic Surgery Maximum Amount.....\$10,000
 C. Post Traumatic Stress Disorder Maximum Amount\$10,000
 D. Critical Incident Stress Management Maximum Amount (Per Covered Activity)\$2,500
 E. Family Expense Benefit (Per Day).....\$100

VIII. Continuation Of Health Insurance Premium Benefit Maximum Amount.....\$12,000

IX. Transition Benefit ☒ Yes ☐ No

X. Felonious Assault Benefit ☒ Yes ☐ No

XI. Home Alteration and Vehicle Modification Benefit Maximum Amount\$15,000

XII. Optional Benefits

- A. Weekly Hospital Indemnity Benefit.....none
 B. Additional Disability Weekly Benefit.....none
 C. Extended Total Disability Benefit ☐ Yes ☒ No
 D. 24-Hour Accidental Death and Dismemberment Benefit.....none
 E. Off-Duty Activity Accidental Death and Dismemberment Benefit.....none

POLICY FORMS ATTACHED AT ISSUANCE:

V40004NUFIC(Rev 01-09)
 V40003NUFIC
 V40018NUFIC(Rev 01-09)-VA
 89644 (07-05)

Summary of Coverage - Volunteer
 Participating Organization Endorsement
 Amendatory Endorsement for Virginia Residents
 Coverage Territory Endorsement

Additional Participating Organizations/Policyholders:

ALLEGHENY MOUNTAIN RESCUE GROUP
BLUE RIDGE MOUNTAIN RESCUE
DELMARVA SEARCH AND RESCUE
MARYLAND SEARCH & RESCUE
MOUNTAINEER AREA RESCUE
POTOMAC VALLEY SEARCH & RESCUE
RAPID ASSISTANCE TO COMMUNITY EMERGENCIES
SHENANDOAH MOUNTAIN RESCUE
SOUTHWEST VIRGINIA MOUNTAIN RESCUE

DEFINITIONS

(Additional defined terms can be found throughout this summary of coverage)

Any capitalized terms in the policy, application, this summary of coverage, and any riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Average Weekly Wage – means an average weekly wage determined by the greater of: (1) the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred; (2) the average weekly wage earned in the 12 months preceding the loss; (3) the annualized weekly wage earned in the three months preceding the loss; or (4) for the self-employed, the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income. The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Consumer Price Index – means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any: (1) emergency response for fire suppression and rescue or emergency medical activity; (2) training exercise which simulates an emergency and where active physical participation is required; (3) **Firematic Events or Contests**; (4) class room training; (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder**, except any activity in football, ice or field hockey, lacrosse, soccer or boxing; (6) official functions attended primarily by members of the **Policyholder** for which the purpose is to further the business of the **Policyholder** (i.e. installation dinners, banquets, etc.); (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** including personal travel or activities undertaken attendant to such convention, conference or meeting; and (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder**. Under no circumstances is there coverage for participation in the athletic events listed in Exclusion number 9.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** or any other organization.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental: (1) apparatus pumping contests; (2) battle of the barrel; (3) antique pumping; (4) hose rolling contests; (5) equipment donning contests; (6) bucket brigades; (7) ladder climbs; (8) tug of war contests; and (9) apparatus operation rodeos.

Gainful Occupation – means an occupation for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hospital - means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes.

Illness – means any disease, sickness, or infection of an **Insured Person** while coverage under the policy is in force as to the **Insured Person**. The **Illness** must: (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate medical treatment; or (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving medical treatment within 48 hours of participation in such **Covered Activity**. The requirement that medical treatment be received within 48 hours is waived for **Infectious Diseases**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Illness**.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease – means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act, such as hepatitis, clostridium, rubella and tuberculosis.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**: (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under the policy is in force as to the **Insured Person**; (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and (3) which is not otherwise defined as an **Illness**. The term **Injury**, for the purposes of this policy, shall not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Insured Person(s) – means any officially designated member of the **Policyholder** while acting as: (1) a volunteer member for the **Policyholder**; (2) any junior member or member in training; (3) any commissioner, director, trustee or other similar position associated with the **Policyholder**; (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** to assist in an emergency, but only during the actual emergency; (5) any auxiliary member; (6) any non-member who is requested to participate by the auxiliary or **Policyholder**; and (7) any member who receives remuneration for "on call" duty or out of pocket expenses subject to the following:

An **Insured Person** will not include a member who looks to the **Policyholder** for their primary source of income while acting within the scope of their employment unless the policy is specifically endorsed to provide coverage for career members. A member will be deemed to look to the **Policyholder** for their primary source of income if they: (1) average 25 hours or more employment per week; or (2) are salaried and work a schedule of more than 25 hours per week. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**.

Other Valid and Collectible Insurance – means any: (1) group plan, program, or insurance policy; (2) any other group hospital, surgical or medical benefit plan; (3) union welfare plans or group employer or employee benefit programs; or (4) any no-fault automobile insurance plan or similar law. **Other Valid and Collectible Insurance** will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is: (1) received without being confined overnight in a **Hospital** as a registered bed patient; (2) an approved therapy program; (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which he or she was confined in a **Hospital** for treatment; (4) administered by a licensed physical therapist; and (5) monitored by a **Physician**.

Partial Disability, Partially Disabled – means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means: (1) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or

experience; or (2) the inability to perform one or more, but not all, of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician – means any duly licensed medical practitioner: (1) who is acting within the scope of his or her license; and (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder – means a non-profit emergency service organization or municipality or political subdivision that elects coverage under the policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the Policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue or ambulance department of the municipality or political subdivision.

Post Traumatic Stress Disorder – means emotional stress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Reasonable and Customary Expense – means an expense which: (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition; (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Schedule – means the Schedule of Coverages which is a part of this summary of coverage.

Total Disability, Totally Disabled – means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means: (1) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or (2) the inability to perform all of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to: (1) line-of-duty death or serious injury to other **Insured Person's**; (2) a single incident having multiple casualties; (3) death or serious injury of a child; and (4) dealing with victims known to the **Insured Person**.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa. **Our** Executive Offices are located at 175 Water Street, 18th Floor, New York, New York 10038.

PART I. LOSS OF LIFE BENEFITS

A. ACCIDENTAL DEATH BENEFITS

(1) **Accidental Death Indemnity Benefit.** **We** will pay the Accidental Death Indemnity Benefit shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

(2) **Seat Belt Benefit.** If an Accidental Death Indemnity Benefit is payable hereunder and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing

a properly fastened automotive seat belt, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**. This Seat Belt Benefit is not payable for **Injuries** sustained by an **Insured Person** while standing inside or on the tailboard of any vehicle.

B. ILLNESS LOSS OF LIFE BENEFIT

We will pay the Illness Loss of Life Benefit shown in the **Schedule** if death to an **Insured Person**: (1) occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Indemnity Benefit; or (2) occurs due to an **Illness** covered as a result of participation in a specific **Covered Activity**. Either: (1) death; or (2) medical treatment for the **Illness** must occur within 48 hours of the **Covered Activity**. The requirement that death occurs or medical treatment for the **Illness** be received within 48 hours is waived for **Infectious Disease**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Illness**.

No Illness Loss of Life Benefit will be payable if an Accidental Death Indemnity Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**, an HIV Positive Benefit was paid to the **Insured Person** under the policy.

C. DEPENDENT CHILD BENEFIT

We will pay the Dependent Child Benefit Amount shown in the **Schedule** for each "Dependent Child" if either an Accidental Death Indemnity Benefit or an Illness Loss of Life Benefit is payable under the policy. **We** may make payment directly to the "Dependent Child's": (1) guardian; or (2) to an individual or institution with custody of the "Dependent Child" if; (a) the "Dependent Child" is a minor or is not competent to give a valid receipt for payment due him or her; and (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative. Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Child**" means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** final tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

D. SPOUSAL SUPPORT BENEFIT

We will pay the Spousal Support Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse if either an Accidental Death Indemnity Benefit or an Illness Loss of Life Benefit is payable under the policy.

E. MEMORIAL BENEFIT

We will pay the Memorial Benefit Amount shown in the **Schedule** to the **Policyholder**, to be used to cover final expenses incurred by the **Policyholder** on behalf of the **Insured Person**, if either an Accidental Death Indemnity Benefit or an Illness Loss of Life Benefit is payable under the policy.

PART II. LUMP SUM LIVING BENEFITS

A. ACCIDENTAL DISMEMBERMENT BENEFIT

If **Injury** to an **Insured Person** shall result in a "Loss" listed below, **We** will pay the indicated percentage of the Accidental Dismemberment Principal Sum shown in the **Schedule** for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one accident, only one amount, the largest, will be paid.

Accidental Dismemberment Chart

<u>For Loss of:</u>	<u>% of Accidental Dismemberment Principal Sum Payable</u>
Both Hands or Both Feet	100
One Hand and One Foot	100
Entire Sight of Both Eyes	100
One Hand and Entire Sight of One Eye	100
One Foot and Entire Sight of One Eye	100
Speech and Hearing	100
One Arm or One Leg	75
Speech or Hearing	50
One Hand or One Foot	50
Entire Sight of One Eye	50
Both Thumbs	10
One Thumb	5
Each Joint of a Finger or Toe	1

“**Loss**” means, with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. “**Loss**” of speech or hearing means the total and irrecoverable loss of speech and/or hearing. “**Loss**” of sight means the total and irrecoverable loss of sight.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** shall result in “Permanent Damage” to the **Insured Person’s** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This chart shall apply separately to each eye.

Vision Impairment Chart

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the “Permanent Damage”, **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both Accidental Dismemberment Benefits for a loss of sight and Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

Any Vision Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these Benefits.

"Permanent Damage" means, with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay the Injury Permanent Impairment Benefit shown in the **Schedule** if an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants. In no event will an Injury Permanent Impairment Benefit be payable if the Heart Permanent Impairment Benefit or an Illness Permanent Impairment Benefit is paid or payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment value will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". This percentage value will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit payable under the policy.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher then the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit; or
- (3) if a fracture at the second cervical vertebra results in complete quadriplegia with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit or Vision Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits, unless the **Permanent Impairment** rating for an **Injury** is 90% or higher in which case 125% of the Principal Sum is payable.

If the **Insured Person** has an impairment prior to the time of **Injury**, the impairment value that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. HEART PERMANENT IMPAIRMENT BENEFIT

We will pay a Heart Permanent Impairment Benefit shown in the **Schedule** if the **Insured Person** has a "Heart Permanent Impairment" due to a heart condition that results in at least 26 weeks of **Total Disability**, based upon the degree of heart impairment according to the Heart Permanent Impairment Benefit Chart

shown below. The Heart Permanent Impairment Chart shows the percentage of the Heart Permanent Impairment Benefit due.

To Determine the Benefit Payable

No more than nine months after the **Covered Activity**, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Heart Permanent Impairment Benefit is due.

Heart Permanent Impairment Benefit Chart

<u>Left Ventricular Ejection Fraction</u>	<u>New York Heart Association Functional Classification</u>	<u>Heart Permanent Impairment Benefit Due</u>
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%

The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

- | | |
|------------------|------------------------------|
| • Age 40 or less | – 125% of the amount payable |
| • Age 41 to 65 | – 75% of the amount payable |
| • Age 66 or over | – 50% of the amount payable |

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Heart Permanent Impairment Benefit; or,
- (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Heart Permanent Impairment Benefit; or,
- (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Heart Permanent Impairment Benefit.

"Heart Permanent Impairment" means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in: (1) a "Left Ventricular Ejection Fraction" of 30% or less; and (2) a "New York Heart Association Functional Classification" of II, III, or IV; and (3) at least 26 weeks of **Total Disability**.

"Left Ventricular Ejection Fraction" means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

"New York Heart Association Functional Classification" is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I No symptoms and no limitation in ordinary physical activity.
- II Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV Severe limitations. Experiences symptoms even while at rest.

E. ILLNESS PERMANENT IMPAIRMENT BENEFIT

We will pay the Illness Permanent Impairment Benefit shown in the **Schedule** if **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits.

To Determine the Benefit Payable

If the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.

If an **Insured Person** has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is the Illness Permanent Impairment Amount shown in the **Schedule**, less the amount previously paid under the Heart Permanent Impairment Benefit. The percentage schedule as described in the first paragraph of this section will also apply to the total amount payable.

F. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

We will pay the benefits under this provision if, as the result of **Injury**, an **Insured Person** suffers from a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visual exposure (i.e., the higher the classification, the more visual the exposure);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement

Resulting From Burns Principal Sum payable under this benefit. For example, by using the Cosmetic Burn Chart shown below:

- (a) if the entire surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart only represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for any one covered loss. If the **Insured Person** suffers burns in more than one area as a result of any one accident, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Cosmetic Burn Chart

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	99.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit, Injury Permanent Impairment Benefit, Illness Permanent Impairment Benefit, or Heart Permanent Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

G. HIV POSITIVE LUMP SUM LIVING BENEFIT

We will pay the HIV Positive Lump Sum Living Benefit shown in the **Schedule** if, as a direct result of participation in a specific **Covered Activity**, an **Insured Person** tests "HIV Positive".

In the event that an HIV Positive Lump Sum Living Benefit and (1) an Illness Loss of Life Benefit or (2) an Illness Permanent Impairment Benefit are both payable under the policy as a result of any one **Illness** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

"HIV" means human immunodeficiency virus.

"HIV Positive" means the presence of HIV antibodies in the blood of an **Insured Person** as substantiated

through both a positive screening test (enzyme-linked immunosorbent assay, ELISA) and a positive supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positivity as specified by the manufacturer(s).

PART III. WEEKLY INCOME BENEFITS

A. TOTAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Total Disability** terminates on the effective date of such retirement.

B. PARTIAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Partial Disability** terminates on the effective date of such retirement.

C. DISABILITY BENEFITS GENERAL

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is so disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** may be increased after Total Disability Benefits or Partial Disability Benefits have been paid to that **Insured Person** for at least 52 consecutive weeks. The increase will equal the percentage increase, if any, in the **Consumer Price Index** for the preceding calendar year. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**. Any increase in benefits will become effective on July 1 next following the 52 week benefit period. Successive annual increases, if any, on July 1

of each subsequent year will be compounded.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

We will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**, if, as a result of **Injury** or **Illness**, an **Insured Person** is not able to hold a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he/she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Worker's Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

"**Covered Retraining Expenses**" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay a Weekly Injury Permanent Impairment Benefit if: (1) **Injury** to an **Insured Person** results in a **Permanent Impairment**; and (2) it is determined that the **Insured Person** has a whole person **Permanent Impairment** due to an **Injury**, percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on either the 261st week or 521st week if the Extended Total Disability Benefit is selected from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of the policy, by the percentage value of the **Insured Person's Permanent Impairment**.

Example: If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week (\$600 x 70% = \$420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** due to an **Injury** rating, if any, will not affect the Weekly Injury Permanent Impairment Benefits paid or payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits paid or payable under the policy.

PART VI. OPTIONAL WEEKLY INJURY PERMANENT IMPAIRMENT COLA BENEFIT

If this Optional Weekly Injury Permanent Impairment COLA Benefit is selected by the **Policyholder** as indicated in the **Schedule** and Weekly Injury Permanent Impairment Benefit becomes payable under the policy, the amount payable will be increased after benefits have been paid for at least 52 consecutive weeks. The percentage of increase will equal the increase in the **Consumer Price Index**. This increased benefit payment will begin on July 1, following the 52 week benefit period. Successive annual increases on July 1 of each year will be compounded.

PART VII. MEDICAL EXPENSE BENEFITS

A. MEDICAL EXPENSE BENEFIT

We will pay the **Reasonable and Customary Expenses** incurred by an **Insured Person** as a result of an **Injury** or **Illness** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

We will pay the medical expense benefits subject to the **Policyholder's** choice of 1, 2, or 3 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act or similar law, but are covered under the policy, **We** will pay such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.
- (3) If "3" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any other group insurance, no fault automobile insurance plan or similar law, or any Workers' Compensation act or similar law.

All medical expense benefits will be paid subject to the terms and limits of each applicable part.

We will not pay more than the Medical Expense Maximum Amount shown in the **Schedule** for any one **Injury** or **Illness**.

"Home Health Care" means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. **Home Health Care** must be: (1) performed by a "Home Health Care Practitioner"; (2) in lieu of confinement in a **Hospital** or nursing facility; and (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

“Home Health Care Practitioner” means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a **Home Health Care Practitioner** unless such practitioner is: (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred if an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are paid or payable. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST TRAUMATIC STRESS DISORDER BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred, if, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires medical treatment for a **Post-Traumatic Stress Disorder**. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

We will pay the reasonable expenses incurred by a “Critical Incident Stress Management Team” when such services are: (1) requested and authorized by the **Policyholder**; and (2) are required as a result of the **Insured Person’s** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force. Covered expenses are those for necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

“Critical Incident Stress Management Team (CISMT)” means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

E. FAMILY EXPENSE BENEFIT

If an **Insured Person** requires **Hospital** confinement for three (3) or more consecutive days for an **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement. This benefit will be payable retroactive to the first day of confinement, after the **Insured Person** has been confined for three (3) consecutive days.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

PART VIII. CONTINUATION OF HEALTH INSURANCE PREMIUM BENEFIT

We will pay a benefit equal to the “Continuation of Health Insurance Premium”, up to the Continuation

Health Insurance Premium Benefit Maximum Amount shown in the **Schedule** if: (1) as a result of **Injury** or **Illness**, an **Insured Person** becomes **Totally Disabled**; (2) **We** have paid six weeks of Total Disability Benefits under the policy; and (3) the **Insured Person** is responsible for his or her "Continuation of Health Insurance Premium". The **Insured Person** must submit to **Us** proof that the premium contribution was previously paid by the **Insured Person's** employer or by the **Insured Person** himself or herself. This coverage does not apply if the **Policyholder** provides health insurance benefits for the **Insured Person**. This benefit also does not apply for an **Insured Person** who is: (1) self employed under item 4 of the **Average Weekly Wage** definition; or (2) an officer or a partner in any organization that purchases health insurance for the **Insured Person**.

"**Continuation of Health Insurance Premium**" means payments by the **Insured Person** to maintain employer-provided individual or family health insurance, after the employer paid premium or contribution becomes the responsibility of the **Insured Person**.

PART IX. TRANSITION BENEFIT

If this Transition Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Weekly Disability Benefit if, while the **Insured Person** is receiving Total Disability benefits under the policy, he or she is terminated from his or her regular employment and so remains unemployed after his or her Total Disability benefits end under the policy. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

PART X. FELONIOUS ASSAULT BENEFIT

If this Felonious Assault Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a benefit when the **Insured Person** suffers as a result of a "Felonious Assault" that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, one or more losses for which benefits are payable under the Accidental Death Indemnity Benefit, Accidental Dismemberment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, Illness Permanent Impairment Benefit, or Vision Impairment Benefit provided by the policy.

The amount payable is an additional 50% of the total amount payable under all the benefits specified above. Only one benefit is payable for all losses as a result of the same "Felonious Assault".

This benefit is not applicable if the **Insured Person** is a police officer.

"**Felonious Assault**" means any willful or unlawful use of force upon the **Insured Person**: (1) with the intent to cause bodily injury to the **Insured Person**; and (2) that results in bodily harm to the **Insured Person**; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART XI. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under the policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and

- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for "Home Alteration and Vehicle Modification Expenses" that are incurred within one year after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.

We will pay any "Home Alteration and Vehicle Modification Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

"Home Alteration and Vehicle Modification Expenses" means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) is agreed to and approved by **Us**.

PART XII. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL INDEMNITY BENEFIT

The Weekly Hospital Indemnity Benefit is only provided under the policy if it is selected by the **Policyholder**. If Weekly Income Benefits are payable under the policy, **We** will also pay the Weekly Hospital Indemnity Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Illness**.

The Weekly Hospital Indemnity Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Indemnity Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 52 weeks for all **Injuries** or **Illnesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Indemnity Benefit Amount shown in the **Schedule** is doubled.

B. ADDITIONAL DISABILITY WEEKLY BENEFIT

The Additional Disability Weekly Benefit is only provided under the policy if it is selected by the **Policyholder**. If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under the policy, **We** will pay a one time additional weekly benefit equal to the Additional Disability Weekly Benefit shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Additional Disability Weekly Benefit for each full day of **Total Disability**. **We** will pay the Additional Disability Weekly Benefit in addition to any other weekly benefit payable under the policy.

C. EXTENDED TOTAL DISABILITY BENEFIT

The Extended Total Disability Benefit is only provided under the policy if it is selected by the **Policyholder** and the benefit is indicated in the **Schedule**. If the **Insured Person** is **Totally Disabled**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from 260 to 520 weeks.

D. 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The 24-Hour Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** at any time, whether it be during a **Covered Activity** or not, that results in the "Covered Person's" accidental death or dismemberment such that:

- (1) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit is payable under the policy; or
- (2) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit would otherwise be payable under the policy but for the **Injury** not being suffered during a **Covered Activity**.

Any 24-Hour Accidental Death and Dismemberment Benefit payable is in addition to any Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit payable under the policy.

"**Covered Person**", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

E. OFF-DUTY ACTIVITY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Off-Duty Activity Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** during an activity that is not a **Covered Activity** that results in the "Covered Person's" accidental death or dismemberment. In the event of death the benefit amount payable will be equal to the Off-Duty Activity Accidental Death and Dismemberment Benefit indicated in the **Schedule**. In the event of dismemberment or vision loss the benefit amount payable will be calculated from the Off-Duty Activity Accidental Death and Dismemberment Benefit amount indicated in the **Schedule** and the Accidental Dismemberment Chart and the Vision Impairment Chart.

The Off-Duty Activity Accidental Death and Dismemberment Benefit is not available under the policy if the 24-Hour Accidental Death and Dismemberment Benefit is provided under the policy.

"**Covered Person**", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries while sane;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising therefrom, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by the policy;
- (8) military service of any state or country;
- (9) any activity in football, ice hockey, field hockey, lacrosse, soccer and boxing or
- (10) any league sports event, except as covered under the Organized Team Sports Rider.

OTHER COVERAGE WITH THIS COMPANY

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, the application(s), the summary of coverage(s), and any attached riders, endorsements, amendments, and additional papers make up the entire contract between the **Policyholder** and **Us**.

No change in the policy and the summary of coverage shall be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy or the summary of coverage. No agent may change or waive any of the provisions of the policy or the summary of coverage.

Statements: In the absence of fraud, all statements made by the **Policyholder** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** unless a copy of the statement is furnished to the **Insured Person** or his or her beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the Policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: The policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period the policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon thereafter as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** Executive Offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, shall be deemed notice to **Us**.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder's** name, and the **Policy Number**.

Proof of Loss: If the policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible. However, proof must be given as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss, **We** will pay any benefits due. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in the policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

If the **Policyholder** requests, **We** may (at **Our** option) pay benefits to the **Policyholder**. The **Policyholder** will then pay the **Insured Person** or beneficiary entitled to receive the benefits.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under the policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on the policy within 60 days after written proof of loss has been given as required by the policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** or **Us**. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of the policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Examination and Audit: **We** shall be permitted to examine and audit a **Policyholder's** records relating to the policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the

policy or until all claims have been settled or adjusted, whichever is later.

New Entrants: New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under the policy.

Duty to Cooperate: The **Policyholder** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under the policy. The **Policyholder** will not voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder**.

Not In Lieu Of Workers' Compensation: The policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of the policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: The policy is non-assignable. An **Insured Person** may not assign any of his or her rights, privileges or benefits under the policy.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: VFIS Trust
Participating Organization: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
Policy Number: VFP-4347-3978D-2

PARTICIPATING ORGANIZATION ENDORSEMENT

This endorsement is attached to and made part of the policy and summary of coverage as of the Policy Effective Date shown in the Schedule. It applies only with respect to **Injuries** and **Illnesses** that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the policy except as they are specifically modified by this endorsement.

1. All references in the policy, application, the summary of coverage(s), rider(s), or endorsement(s) to the "**Policyholder**" (except as shown in the **Schedule**), the "Policy Effective Date", the "Policy Termination Date", and the "policy anniversary date" may also, where applicable, mean the "**Participating Organization**", the "Participating Organization's Effective Date", the "Participating Organization's Termination Date", and the "participating organization's anniversary date" respectively.
2. The following sections are hereby added to the policy:

PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

Effective Date. A **Participating Organization's** coverage under the policy begins on the later of: (1) the Participating Organization Effective Date shown in the Application at 12:01 AM at the address of the **Participating Organization** shown in the **Schedule**; or (2) the Policy Effective Date shown in the **Schedule**.

Termination Date. We may terminate the **Participating Organization's** coverage under the policy by giving 30 days advance notice in writing to the **Participating Organization**. The **Participating Organization's** coverage under the policy may also, at any time, be terminated by the mutual written consent of **Us** and the **Participating Organization**. Termination of the **Participating Organization's** coverage takes effect at 12:01 AM at the **Participating Organization's** address on the date of termination.

PARTICIPATING ORGANIZATION PREMIUM

Premiums. Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. We may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

3. The following language applies to each summary of coverage, rider and endorsement attached to the policy:

Any benefits included in the summary of coverage, riders and endorsement attached to the policy apply only with respect to **Injuries**, and **Illnesses**, and losses of life, and impairments that occur on or after the later of: (1) the effective date of each rider or endorsement; or (2) the effective date of the **Participating Organization's** coverage under the policy. Each benefit applies with respect to a

Participating Organization's coverage under the policy only if the **Participating Organization** has elected the coverage described in each summary of coverage, rider or endorsement as indicated in the proposal attached to the Application prepared for the Participating Organization.

This Endorsement takes effect on 2/1/2012 at 12:01 A.M., and it expires concurrently with the policy and is subject to all of the provisions, definitions, limitations, and conditions of the policy not inconsistent herewith.

Attached to and made a part of Policy No. VFP-4347-3978D-2 issued to APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC by the National Union Fire Insurance Company of Pittsburgh, Pa. but the same shall not be binding on the Company unless countersigned by its duly authorized agent.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

Countersigned by: _____

(Licensed Resident Agent)

(Where Required by Law)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: VFIS Trust
Participating Organization: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
Policy Number: VFP-4347-3978D-2

Amendatory Endorsement for Virginia Residents

This Amendatory Endorsement is attached to and made part of the Summary of Coverage, form number V40004NUFIC(Rev 01/09) as of the Policy Effective Date shown in the Schedule. It applies only with respect to **Illnesses** and/or **Injuries** on or after that date. It is subject to the provisions, benefits, and exclusions of the Policy except as they are specifically modified by this Amendatory Endorsement.

1. The section entitled "Notice of Claim", appearing under the General Provision on page 21 of the summary of coverage, is hereby deleted and replaced by the following.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs. The notice can be given by or on behalf of the **Insured Person to Us** at **Our** Executive Offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, shall be deemed notice to **Us**. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as was reasonably possible.

2. The section entitled "Proof of Loss", appearing under the General Provision on page 22 of the summary of coverage, is hereby deleted and replaced by the following.

Proof of Loss: If the policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable and subsequent written proofs of continuance of such disability must be furnished to **Us** at such intervals as **We** may reasonably require. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible. However, proof must be given as soon as reasonably possible.

3. The section entitled "Time of Payment of Claims", appearing under the General Provision on page 22 of the summary of coverage, is hereby deleted and replaced by the following.

Time of Payment of Claims: When **We** receive written proof of loss, for other than loss of time, **We** will pay any benefits due within 60 days after the receipt of the proof of loss. Subject to **Our** receipt of due written proof of loss benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

4. The provision shown below is hereby added to and becomes a part of the section entitled "**General Provisions**". The new provision entitled "Claims Experience Disclosure" will appear as the last provision of the "**General Provisions**".

Claims Experience Disclosure. We, upon request, shall provide the **Policyholder** with a complete record of the **Policyholder's** medical claims experience or medical costs incurred under the policy. The record will be made available promptly to the **Policyholder** upon request made not less than 30 days prior to the date upon which the premiums or contractual terms of the policy may be amended.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Endorsement:

A stylized handwritten signature in black ink, consisting of a large 'P' followed by a series of loops and a horizontal line.

President

A handwritten signature in black ink, appearing to start with a 'D' and followed by several loops and a horizontal line.

Secretary

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

This endorsement, effective 12:01 A.M. 2/1/2012 forms a part of Policy No. VFP-4347-3978D-2 issued to APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC by National Union Fire Insurance Company of Pittsburgh, PA

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

A stylized handwritten signature in black ink, consisting of a large 'P' followed by a series of loops and a horizontal stroke.

President

A handwritten signature in black ink, starting with a large 'D' and followed by several loops and a horizontal stroke.

Secretary





**COMMERCIAL INSURANCE MANUAL
PREPARED FOR:**

**APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC.**

PREPARED BY:

**ASHLEY INSURANCE, INC.
112 MARKET STREET
DENTON, MARYLAND 21629**

FEBRUARY 1, 2012 - 2013

107 S. Commerce Street
Centreville, MD 21617
410.758.0200
Fax: 410.758.2539

1136 Blades Farm Road
Denton, MD 21619
410.479.2151
Fax 410.479.1201

112 Market Street
Denton, MD 21629
410.479.5244
Fax 410.479.5268

123 N. Washington Street
Easton, MD 21601
410.822.1900
Fax: 410.763.8210

1

COMMON POLICY DECLARATIONS

2

CRIME COVERAGE PART

3

**GENERAL LIABILITY COVERAGE
PART**

4

**MANAGEMENT LIABILITY
COVERAGE PART**

5

NON-OWNED AND HIRED AUTO

6

**ACCIDENTAL DEATH AND
DISMEMBERMENT**

7

8

Emergency Service Organization Portfolio of Coverages

Epecially Designed For:

APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC
PO BOX 400440
CHARLOTTESVILLE VA 22904



VFIS®

A Division of Glatfelter Insurance Group

Underwritten by



American Alternative Insurance Corporation

Loss Control Policyholder Notice

Dear Emergency Service Client,

Safety and health is a major issue in emergency service organizations today. This issue is important to us because of the major impact that accidents can have on an organization. Morale is affected by accidents and they can have a financial impact. Insurance rarely covers all the expenses associated with accidents. There are often hidden costs that the organization must bear. Examples of hidden costs are time spent reporting, documenting and investigating the accident, time spent training the replacement staff and time to replace the vehicles and equipment. These costs are rarely covered by insurance.

Loss Control Guidelines Provided by VFIS

As a valuable service to you, VFIS provides loss control guidelines and programs to your organization to help you prevent and/or reduce the impact of accidents. Implementing VFIS loss control measures will benefit your organization by reducing or eliminating the hidden costs of accidents and helping your organization to continue the mission of saving lives and property.

VFIS provides a number of programs and services to help you in your loss control effort. While most of these services are available to our clients at no additional cost, some may require a fee based on the scope of the service requested. Some of the services and programs that we provide to our clients are:

- On-site loss control consultations
- Recommendation to control identifiable hazards
- Loss experience analysis
- Consultation on specific loss control related problems
- Sample standard operating guidelines for vehicle operations
- Accident investigation procedures and forms
- Health and Safety Audit of NFPA 1500

Loss Control Publications

VFIS has several publications which you can request at no charge. These include the Communiqué which is a one page fact sheet which presents a specific hazard and provides procedures for controlling the hazard. VFIS also provides numerous training programs which you can access through the Client Education and Training Resource Catalog which accompanies your policies.

Inquire About Our Loss Control Services

If you would like information about some of the above services and publications, please call Todd Thompson at VFIS @ 1-800-233-1957.



American Alternative Insurance Corporation

Statutory Home Office: 1013 Centre Road • Wilmington, DE 19805

Administration Office: 555 College Road East • Princeton, NJ 08543-5241 • (800) 305-4954

Administered by: VFIS • 183 Leader Heights Road • York, PA 17402 • (800) 233-1957 • www.vfis.com



COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC
PO BOX 400440
CHARLOTTESVILLE VA 22904

Policy Number: VFIS-TR-2050521-05/000
Renewal of: VFIS-TR-2050521-04

Policy Period: From 02-01-2012
To 02-01-2013
at 12:01 AM Standard Time at your mailing address
shown above

Type of Entity: CORPORATION

Business Description: EMERGENCY SERVICE ORGANIZATION

This policy consists of the following coverage parts:

		Premium
Property	\$	NOT COVERED
Crime	\$	440.00
Portable Equipment	\$	NOT COVERED
Auto	\$	NOT COVERED
General Liability	\$	463.00
Management Liability	\$	2,090.00

Taxes / Fees / Surcharges:	\$	
Estimated Total Premium:	\$	2,993.00

The policy premium is payable on the dates and in the amounts shown below:

02/01/2012 \$ 1,497.00 08/01/2012 \$ 1,496.00



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-TR-2050521-05/000
Policy Period: From 02-01-2012
To 02-01-2013

Common Forms

See Schedule of Forms and Endorsements

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. The policy consists of the coverage parts where a premium is shown on page 1 of these Common Policy Declarations. In addition to any common forms, each coverage part consists of a Coverage Part Declarations and any coverage forms and endorsements listed on the Coverage Part Declarations or elsewhere in the policy.

Mark S. Schmitt

Authorized representative (countersignature, where required)

Date

The Company has caused this policy to be signed by its President and Secretary:

Anthony J. Kuznetsov
President

Roi Wilcox
Secretary





Policy Number
VFIS-TR-2050521-05/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured APPALACHIAN SEARCH AND RESCUE
 CONFERENCE, INC
Agency Name VFIS

Effective Date: 02-01-12
 12:01 A.M., Standard Time

COMMON POLICY FORMS AND ENDORSEMENTS

VCO300	03-03	COMMON POLICY CONDITIONS
CG 21 70	01-08	CAP ON LOSSES FROM CERT ACTS OF TERR
IL 00 17	11-98	COMMON POLICY CONDITIONS
VCOMD1	12-09	MARYLAND CHANGES
VCOMD2	12-09	MARYLAND CHANGES
VCOPA1	03-03	PA CHANGES - CANCELLATION AND NONRENEWAL
VCOPA2	03-03	PENNSYLVANIA NOTICE
VCOPA3	03-03	PENNSYLVANIA CHANGES
VCOPA4	05-11	PA CHANGES - DEFENSE COSTS
VCOVA1	01-12	VA CHANGES - CANCELLATION AND NONRENEWAL

CRIME FORMS AND ENDORSEMENTS

VCR105	03-04	EMPLOYEE DISHONESTY - BLANKET
VCR300	03-03	CRIME GENERAL PROVISIONS
VCRMD1	02-04	MARYLAND CHANGES

GENERAL LIABILITY FORMS AND ENDORSEMENTS

VGL101	08-03	ESO GENERAL LIABILITY COVERAGE FORM
VGLPA2	03-03	ASBESTOS AMENDMENT - PENNSYLVANIA
VGLVA1	09-03	VIRGINIA CHANGES - GENERAL LIABILITY
GGL300	01-05	MOBILE EQUIPMENT SUBJECT TO MV INS LAWS

MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS

VML101	03-03	ESO - MANAGEMENT LIAB - CLAIMS MADE
VMLVA1	11-03	VIRGINIA CHANGES

POLICYHOLDER NOTICES



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.
2. 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.
7. If this Condition conflicts with your state's requirements regarding cancellation or non-renewal, the provisions of any state-specific form attached to this policy will supersede this Condition to the extent of such conflict.

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

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Liberalization

If we revise any coverage included in this policy, and if such revision does not require a premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

F. 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.

G. Titles

Throughout this policy, titles are intended for ease of reference only. They do not extend or restrict any coverage beyond what is specifically stated in the policy had no titles been used.

H. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE NOT FOR PROFIT ORGANIZATION DIRECTORS AND OFFICERS
LIABILITY POLICY
LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART

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 the 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:

1. 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.



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.
2. 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

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Conditions are replaced by the following:

2. When this policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this coverage part by mailing to the first Named Insured, at the last mailing address known to us, written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - b. 15 days before the effective date of cancellation, if the risk does not meet our underwriting standards.
3. When this policy has been in effect for more than 45 days or is a renewal policy, we may cancel this policy by mailing the first Named Insured, at the last mailing address known to us, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - b. 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph b., we may cancel only for one or more of the following reasons:
 - (1) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
 - (2) A change in the condition of the risk that results in an increase in the hazard insured against.
 - (3) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph 3.b., you may request additional information on the reason for cancellation within 30 days from the date of our notice.

B. Paragraph 5. of the Cancellation Common Policy Conditions is replaced by the following:

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 will be calculated as follows:
 - a. **Policies Written for One Year or Less**

We will refund 90% of the pro rata unearned premium.
 - b. **Policies Written for More Than One Year**
 - (1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
 - (2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.
 - c. **Continuous and Annual Premium Payment Policies**

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is cancelled whether by a premium finance company, us or the insured, we shall return any gross unearned premium that are due under this policy, computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the Insurance Commissioner.

The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph 6. of the Cancellation Common Policy Condition is replaced by the following:

We will send notice of cancellation to the first Named Insured by certificate of mail if:

1. We cancel for nonpayment of premium; or
2. This policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by certificate of mail or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this policy:

1. Is a renewal of a policy we issued; or
2. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

D. The following conditions are added and supersede any provisions to the contrary:

When We Do Not Renew

1. We may elect not to renew this policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this policy.
2. We will send notice of nonrenewal to the first Named Insured by certificate of mail or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for nonpayment of premium.

Addition, Reduction or Elimination of Coverage Requirement

We must provide written notice to the first Named Insured, upon renewal or by endorsement midterm, of any proposed addition, reduction or elimination of coverage. The reason for the change should be stated in clear and specific terms.

Increase in Premium Notice

We must provide written notice to the first Named Insured and agent, at least 45 days before the effective date of the increase, of any premium increase of 20% or more. This notice will be sent by first-class mail.

We need not include those increases in premium that are caused by an increase in units, experience rating or retrospective rating when determining whether a premium has increased 20% or more.

Immunity of Charitable Institutions

We will waive, both in the adjustment of claims ("claims") and in the defense of "suits" against the insured, any charitable immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim ("claim") or judgment in excess of the applicable Limit of Insurance.

Disclaimer of Liability Coverage

We can disclaim liability coverage only if the insured fails to cooperate with us and we establish by a preponderance of evidence that the lack of cooperation is prejudicial to us.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART
INLAND MARINE COVERAGE PART
PORTABLE EQUIPMENT COVERAGE PART
PROPERTY COVERAGE PART

A. The Cancellation Common Policy Condition is amended as follows:

1. Paragraphs 2. and 3. are replaced by the following:

- a. When this policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this coverage part by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2) 15 days before the effective date of cancellation, if the risk does not meet our underwriting standards.
- b. When this policy has been in effect for more than 45 days or is a renewal policy, we may cancel this policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2) 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph (2), we may cancel only for one or more of the following reasons:
 - (a) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
 - (b) A change in the condition of the risk that results in an increase in the hazard insured against.
 - (c) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph b.(2), you may request additional information on the reason for cancellation within 30 days from the date of our notice.

2. Paragraph 5. is replaced by the following:

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 will be calculated as follows:

a. Policies Written for One Year or Less

We will refund 90% of the pro rata unearned premium.

b. Policies Written for More Than One Year

- (1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
- (2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

c. Continuous and Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is cancelled whether by a premium finance company, us or the insured, we shall return any gross unearned premium that are due under this policy, computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the Insurance Commissioner.

The cancellation will be effective even if we have not made or offered a refund.

3. Paragraph 6. is replaced by the following:

We will send notice of cancellation to the first Named Insured by certificate of mail if:

1. We cancel for nonpayment of premium; or
2. This policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by certificate of mail or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this policy:

1. Is a renewal of a policy we issued; or
2. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

B. The following conditions are added:

Nonrenewal

1. We may elect not to renew this policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this policy.
2. We will send notice of nonrenewal to the first Named Insured and the contractor by certificate of mail or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for nonpayment of premium.

Addition, Reduction or Elimination of Coverage Requirement

We must provide written notice to the first Named Insured, upon renewal or by endorsement midterm, of any proposed addition, reduction or elimination of coverage. The reason for the change should be stated in clear and specific terms.

Increase in Premium Notice

We must provide written notice to the first Named Insured and agent, at least 45 days before the effective date of the increase, of any premium increase of 20% or more. This notice will be sent by first-class mail.

We need not include those increases in premium that are caused by an increase in units, experience rating or retrospective rating when determining whether a premium has increased 20% or more.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES — CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTOMOBILE COVERAGE PART
CRIME COVERAGE PART
GENERAL LIABILITY COVERAGE PART
INLAND MARINE COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PORTABLE EQUIPMENT COVERAGE PART
PROPERTY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
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 Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART
INLAND MARINE COVERAGE PART
PORTABLE EQUIPMENT COVERAGE PART
PROPERTY COVERAGE PART

The following is added to the **Loss Payment** Condition and supersedes any provision to the contrary:

NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM

1. Except as provided in 3. below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:
 - a. Accept your claim;
 - b. Deny your claim; or
 - c. Need more time to determine whether your claim should be accepted or denied.If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.
If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.
2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

AUTOMOBILE COVERAGE PART
GENERAL LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section I of the General Liability Coverage Form, Management Liability Coverage Form, Management Liability Coverage Form Claims Made; and
 2. Section II – Liability Coverage in Paragraph **A. Coverage** under the Business Auto Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART
GENERAL LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PORTABLE EQUIPMENT COVERAGE PART
PROPERTY COVERAGE PART

A. Paragraphs 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3) And rewritten by us or a member of our company group; or
 - (4) After the first year, if it is a prepaid policy written for a term of more than one year.
 - b. When this policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added to the Common Policy Conditions and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-TR-2050521-05/000
Policy Period: From: 02-01-2012
To: 02-01-2013

CRIME COVERAGE PART DECLARATIONS

Estimated Coverage Part Premium: \$ 440.00

Taxes, Fees and Surcharges:

Total Premium: \$ 440.00

Crime Forms

See Schedule of Forms and Endorsements.



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-TR-2050521-05/000
Policy Period: From: 02-01-2012
To: 02-01-2013

CRIME COVERAGE PART DECLARATIONS

Commercial Blanket Bond

Covered Entity:
APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

Limit of Insurance	Deductible	Faithful Performance
\$ 25,000	None	No

SPECIFIC EXCESS LIMIT OF INSURANCE - NAME SCHEDULE

<u>Names of Covered "Employees"</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
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SPECIFIC EXCESS LIMIT OF INSURANCE - POSITION SCHEDULE

<u>Titles of Positions</u>	<u>Number of "Employees" in Each Position</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
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EMPLOYEE DISHONESTY COVERAGE FORM (Coverage Form A - Blanket)

A. COVERAGE

We will pay for loss of, and loss from damage to, covered property resulting directly from the covered cause of loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in General Condition B.16. for a period not more than 120 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Declarations. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this coverage form even though it falls entirely within the deductible amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

But if you can prove in the absence of such computations that you have sustained a covered loss, you may offer your inventory records and actual physical count of inventory in support of other evidence as to the amount of loss claimed.

2. **Additional Condition**

Cancellation As To Any Employee: This insurance is cancelled as to any "employee":

- a. Immediately upon discovery by you of any dishonest act committed by that "employee" whether before or after becoming employed by you; or
- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

3. **Additional Definitions**

- a. "Employee dishonesty" in paragraph A.2. means only dishonest acts committed by an "employee," whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
 - (1) Cause you, or the rightful owners of any covered property included in paragraph B.12. **Ownership of Property; Interests Covered** of the Crime General Provisions, to sustain loss; and also
 - (2) Obtain financial benefit (other than employee benefits known to you, approved by you, and earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - (a) The "employee"; or
 - (b) Any person or organization intended by the "employee" to receive that benefit.
- b. "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.

CRIME GENERAL PROVISIONS

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

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Various provisions of this coverage part refer to knowledge held or obtained by you, or discovery made by you. Under these provisions, knowledge or discovery by you means knowledge held or obtained, or discovery made, by any natural person who is:

1. An officer of any corporation which is a Named Insured under this policy;
2. An elected or appointed official of any governmental entity, including an official or employee of any unnamed governmental entity authorized to manage, govern or control your "employees"; or
3. An officer, official, director, trustee, commissioner, board member or administrator of any plan, trust, union, association, club, auxiliary or other organization which is a Named Insured under this policy.

Words and phrases in quotation marks are defined in this coverage part.

Unless stated otherwise in any Crime coverage form, declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime coverage forms making up this coverage part.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You:** Loss resulting from any dishonest or criminal act committed by you whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property.
 - b. Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The covered property;
 - c. Your interest in the covered property; or
 - d. A claim under this insurance.
2. **Consolidation - Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:
 - a. Any additional persons become "employees"; or
 - b. You acquire the use and control of any additional premises;any insurance afforded for "employees" or premises also applies to those additional "employees" and premises for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or premises. Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or premises. Such automatic termination shall be retroactive to the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.
3. **Coverage Extensions:** Unless stated otherwise in the coverage form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the coverage or coverage section.
4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, covered property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.
 - d. Cooperate with us in the investigation and settlement of any claim.
5. **Extended Period to Discover Loss:** We will pay for covered loss discovered no later than one year from the end of the policy period. However, if:
 - a. You obtain replacement insurance not issued by us or any affiliate; and
 - b. Such loss is covered by your replacement insurance; and
 - c. Your replacement insurance provides an extended period to discover loss of less than one year or does not provide an extended period to discover loss;we will pay only for covered loss discovered no later than the number of days equal to any extended period to discover loss provided by such replacement insurance. If such replacement insurance does not provide an extended period to discover loss, we will not provide this Extended Period to Discover Loss.
6. **Joint Insured**
 - a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any insured or officer of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
 - c. An "employee" of any insured is considered to be an "employee" of every insured.
 - d. If this insurance or any of its coverages is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.
7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
8. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.
9. **Loss Covered Under This Insurance and/or Prior Insurance**
- a. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
 - b. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance issued to you or any predecessor in interest by any carrier other than us or any affiliate:
 - (a) Any deductible amount applicable to such loss will be reduced by any deductible amount applicable or sustained by you under the prior insurance; and
 - (b) The Limit of Insurance applicable to such loss will be reduced by any amount paid or payable to you under the prior insurance.
 - c. If you or any predecessor in interest sustained loss during the period of any prior insurance, and you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.The insurance under this paragraph c. is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under this insurance as of its effective date, or the prior insurance had it remained in effect.
10. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force, the number of premiums paid or the duration of any loss, no Limit of Insurance or deductible amount applicable to any coverage of this insurance cumulates from year to year or period to period.

11. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. But this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
12. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:
- a. That you own or hold; or
 - b. For which you are legally liable.
- However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
13. **Policy Period**
- a. The policy period is shown in the Declarations.
 - b. Except as provided by the **Loss Covered Under This Insurance and/or Prior Insurance** General Condition, we will pay only for loss that you sustain through acts committed or events occurring during the policy period.
14. **Records:** You must keep records of all covered property so we can verify the amount of any loss.
15. **Recoveries**
- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that would be covered under this insurance, but that exceeds the Limit of Insurance and the deductible amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the deductible amount, if any.
 - b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.
16. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, its territories and possessions, Puerto Rico or Canada.
17. **Transfer of Your Rights of Recovery Against Others to Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.
18. **Valuation - Settlement**
- a. Subject to the applicable Limit of Insurance provision we will pay for:
 - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:
 - i. The value of the "securities" at the close of business on the day the loss was discovered; or
 - ii. The Limit of Insurance.
- (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the premises for not more than the:
 - (a) Actual cash value of the property on the day the loss was discovered;
 - (b) Cost of repairing the property or premises; or
 - (c) Cost of replacing the property with property of like kind and quality.We may, at our option, pay the actual cash value of the property or repair or replace it. If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.
- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

- 1. "Employee" means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
 - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you; or
 - c. Any natural person who is a non-compensated officer or any other volunteer of any volunteer fire, ambulance, or other emergency service or auxiliary organization which is a Named Insured under this policy, while such officer or volunteer is subject to your direction and control and performing services for you; or
 - d. Any natural person who is an elected or appointed supervisory official of any governmentally operated fire, ambulance or other emergency service organization which is a Named Insured under this policy, while such official is performing services for you; or
 - e. Any natural person who is a director, trustee, commissioner or board member of any organization which is a Named Insured under this policy, while such director, trustee, commissioner or board member is performing services for you.

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director, trustee, commissioner or board member:
 - (a) With respect to his or her official duties as your director, trustee, commissioner or board member; or
 - (b) While executing specific acts mandated or authorized by a resolution of your board of directors, board of trustees or board of commissioners.

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property other than money and securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime coverage form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but "securities" does not include "money".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART

Paragraph 7. **Legal Action Against Us** under **B. GENERAL CONDITIONS** of the **CRIME GENERAL PROVISIONS** is replaced by the following:

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this coverage part; and
2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within 3 years from the date you discover the loss.



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-TR-2050521-05/000
Policy Period: From 02-01-2012
To 02-01-2013

GENERAL LIABILITY COVERAGE PART DECLARATIONS

Limits of Insurance

Each Occurrence or Medical Incident	\$ 1,000,000	
Medical Expense	\$ 10,000	Any One Person
Personal & Advertising Injury	\$ 1,000,000	
General Aggregate	\$ 2,000,000	
Products - Completed Operations Aggregate	\$ 2,000,000	
Products - Completed Operations are subject to the General Aggregate limit unless indicated otherwise		
Employers' Liability	NOT COVERED	
Bodily Injury by Accident	\$	Each Accident
Bodily Injury by Disease	\$	Policy Limit
Bodily Injury by Disease	\$	Each Employee or Volunteer

Estimated Coverage Part Premium: \$ 463.00

Taxes, Fees and Surcharges:

Total Premium: \$ 463.00

General Liability Forms

See Schedule of Forms and Endorsements.





EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

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 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.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, 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 to have occurred prior to the policy period.
- c. "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 in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "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".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured 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:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) 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.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
- (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
- (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) 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 liability assumed by the insured under an "insured contract".

e. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
 - (a) At or from premises you own, rent or occupy; or
 - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. Asbestos

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of:
asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. Lead, Electromagnetic Radiation, Nuclear

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" 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:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:
 - (a) Powered by a motor or combination of motors of 100 horsepower or less; or
 - (b) Not powered by a motor; or
 - (c) A "personal watercraft".

i. **Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**

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

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**

"Property damage" to:

- (1) Property you or any insured owns, rents, or occupies;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you or any insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

m. **Sexual Abuse**

"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**

Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**

"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**

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:

(1) "Your product";

(2) "Your work"; or

(3) "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.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "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. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C**.

- b. 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.

2. Exclusions Applicable to Coverage B

This insurance does not apply to:

- a. **Knowing Violation of the 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 Its 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 the 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.
- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.
- e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods**
"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 your "advertisement".
- h. **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".
- i. **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.
- j. **Pollution**
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".
- l. **Employment Practices**
"Personal and advertising injury" arising out of your "employment practices".
- m. **Asbestos**

Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation; or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
- b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
 - (1) During the policy period; and
 - (2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**

Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**

Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions Applicable to Coverage D

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured.

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**

To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Professional Health Care Services**

To any person for "professional health care services" provided by you.

h. **Coverage A**

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. 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 \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury 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 \$300 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. 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.

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 that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. 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;
 - e. 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 the indemnitee; and
 - f. 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) Provides 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, 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 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 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** ends when:

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

SECTION II. WHO IS AN INSURED

- 1. If you are:
 - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
- 2. In addition to you, each of the following is an insured:
 - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
 - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
 - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
 - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** 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 "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. **New Organizations.** 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, whichever is earlier;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

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.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **COVERAGE D**;
 - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **COVERAGE B**; and
 - d. Damages under **COVERAGE C**;for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
 - a. Damages under **COVERAGES A and C**; and
 - b. Medical expenses under **COVERAGE D**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. Bankruptcy

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

2. Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence", offense or "medical incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) 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.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) 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.
- d. No insured 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.

- e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.
- f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

3. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
- (b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;

- (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
 - (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B or C** to defend the insured against any "suit" if any other insurer has a 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.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, 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.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
- b. The information is based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. 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:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

7. 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.

8. When We Do Not Renew

If we decide not to renew this coverage part, 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

1. "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.
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 or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. 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 a. above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Emergency operations" means actions:
 - a. Which are urgent responses for protection of property, human life, health or safety; and
 - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
 - c. Which are sanctioned by:
 - (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
 - (2) An officer, volunteer member or "employee" of such organization.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;

- c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or "employees";
 - e. Negligent evaluation of volunteers or "employees";
 - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "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:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) Your fulfilling the terms of the contract or agreement.
10. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
11. "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".

12. "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 aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" 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 aircraft, watercraft or "auto".
13. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
14. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
15. "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;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 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:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - 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":

- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;

- c. 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, or any other interference with real property rights;
 - d. 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 services;
 - e. Oral or written publication in any manner of material that violates a person's right of privacy;
 - 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".
18. "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
19. "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. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) 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 complete, will be treated as completed.
 - b. 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 that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
20. "Professional health care services" means:
- a. Providing medical or nursing services;
 - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d. Handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport,
 - (2) During transport, and
 - (3) From the means of transport to the place where they are finally delivered;
 - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
21. "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.
22. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".
23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
25. "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.
26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
27. "Your product" means:
- Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - You;
 - Others trading under your name; or
 - A person or organization whose business or assets you have acquired; and
 - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
28. "Your work" means:
- Work or operations performed by you or on your behalf; and
 - Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS AMENDMENT - PENNSYLVANIA

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

Exclusion 2.f. **Asbestos** of SECTION I. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is hereby deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

Paragraph 4. of **SECTION II. WHO IS AN INSURED** is replaced by the following:

4. **New Organizations.** 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 an 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, whichever is earlier;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
LIABILITY COVERAGE PART
PUBLIC ENTITY LIABILITY COVERAGE PART

The **DEFINITIONS** Section is amended as follows:

1. The definition of "auto" is replaced by the following:

"Auto" means:

- a. Any land motor vehicle, trailer or semitrailer designed for travel on public roads; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. The following is added to the definition of "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-TR-2050521-05/000
Policy Period: From 02-01-2012
To 02-01-2013

MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

THIS IS CLAIMS MADE COVERAGE. PLEASE READ THE POLICY CAREFULLY.

Limits of Insurance

Aggregate Limit	\$ 1,000,000	Coverage A and B Combined
Coverage A	\$ 500,000	Each Wrongful Act or Offense
Coverage B	\$ 25,000	Each Action for Injunctive Relief
Deductible (Coverage A only)	\$ 0	Each Wrongful Act or Offense

Estimated Coverage Part Premium: \$ 2,090.00

Taxes, Fees and Surcharges:

Total Premium: \$ 2,090.00

Management Liability Forms

See Schedule of Forms and Endorsements



EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM CLAIMS MADE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION V. CONDITIONS** contained in this coverage part.

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 III. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I. COVERAGES

Coverage A. Insuring Agreement - Liability for Monetary Damages

1. We will pay those sums that the insured becomes legally obligated to pay as monetary damages arising out of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any such offense or "wrongful act" and settle any "claim" or "suit" that may result. However:
 - a. The amount we will pay for damages is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for below under **Supplementary Payments**. However, we may, prior to any "claim" or "suit" and at our sole discretion and expense, help you with an Equal Employment Opportunity Commission investigation, or an equivalent state or local agency investigation. If we choose to help you with an investigation, our help will be strictly voluntary, and we may discontinue it at any time. You agree that our help does not admit, confirm, waive, estop, or in any way represent a determination of coverage of any alleged employment related violation.
2. This insurance applies to offenses or "wrongful acts" only if:
 - a. The offense or "wrongful act" takes place in the "coverage territory" and before the end of the policy period; and
 - b. A "claim" is first made against any insured in accordance with paragraph 3. below, during the policy period or any Extended Reporting Period we provide according to **SECTION VI**.

3. A "claim" will be deemed to have been made at the earliest of the following times:
 - a. When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
 - b. When we make settlement in accordance with paragraph 1. above; or
 - c. When you become aware of an offense or "wrongful act" which may subsequently give rise to a "claim" being made against any insured, and you give written notice to us, as described in **SECTION V. CONDITIONS**, of such circumstances as soon as practicable but no later than:
 - (1) The end of the policy period; or
 - (2) The end of any applicable Extended Reporting Period.

All "claims" based on or arising out of the same or related offenses or "wrongful acts" by one or more insureds shall be considered first made when the first of such "claims" is made. Related offenses or "wrongful acts" shall include offenses or "wrongful acts" which are the same, related or continuous, or which arise from a common nucleus of facts.

Coverage A. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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 \$300 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest earned on that part of any judgment within our limit of insurance 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.

These payments will not reduce the limits of insurance.

Coverage B. Insuring Agreement - Defense Expense for Injunctive Relief

1. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. However:
 - a. The amount we will pay for "defense expense" is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. We have no obligation to arrange or provide the defense for any action for "injunctive relief".No other obligation or liability to pay sums or perform acts or services is covered.

2. This insurance applies only if:
 - a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;
 - b. Such action is filed during the policy period; and
 - c. The insured:
 - (1) First notifies us as soon as practicable after retaining counsel to respond to such action but in no case later than 60 days after the end of the policy period; and
 - (2) Is reasonably expedient in requesting us to pay the "defense expense".
3. All actions based on or arising out of the same or related offenses or "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:
 - a. Insureds;
 - b. Plaintiffs;
 - c. Demands asserted; or
 - d. Injunctions, temporary restraining orders or prohibitive writs.Related offenses or "wrongful acts" shall include offenses or "wrongful acts" which are the same, related or continuous, or which arise from a common nucleus of facts.

SECTION II. EXCLUSIONS

This insurance does not apply under either Coverage A or Coverage B to:

- a. **Other Applicable Coverage**
Any offense or "wrongful act" which is insured by any other policy or policies except:
 - (1) A policy purchased to apply in excess of this coverage part; or
 - (2) That portion of monetary damages otherwise covered by this coverage part which exceeds the limits of liability of such other policy or policies, subject to the **Other Insurance** condition in **SECTION V. CONDITIONS**.
- b. **Known Prior Acts**
Any offense or "wrongful act" which takes place prior to the inception date of this coverage part if the insured knew or reasonably should have foreseen that such offense or "wrongful act" would give rise to a "claim".
- c. **Prior Litigation**
Damages, loss or expense based upon, attributed to, arising out of, in consequence of, or in any way related to litigation or administrative or regulatory proceedings otherwise covered by this coverage part if such litigation or administrative or regulatory proceedings were initiated prior to or were pending on the inception date of this coverage part.
- d. **Bodily Injury, Property Damage, Personal and Advertising Injury**
"Bodily injury", "property damage", or "personal and advertising injury" except when resulting from a covered "employment practices" offense.
- e. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

- f. **Professional Health Care**
Providing or failing to provide "professional health care services".
- g. **Fines**
Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.
- h. **Bonds**
Any obligation related to a fidelity bond or a surety bond.
- i. **Contracts**
Any amount actually or allegedly due under the terms of any contract for the purchase of goods or services or any payment or performance contract, other than an employment contract.
- j. **Employment Contracts**
Any amount actually or allegedly due under the terms of any contract of employment for a definite term, or as severance pay under any contract of employment.
- k. **Wage and Hour Laws**
Back wages, overtime or similar damages if specified by the Fair Labor Standards Act of 1938, as amended, or any other wage or hour law.
- l. **Failure to Maintain Insurance**
The failure to effect or maintain:
 - (1) Insurance of any kind, including adequate limits of insurance; or
 - (2) Suretyship or bonds.This exclusion does not apply to the extent coverage is provided for the "administration" of "employee benefit plans".
- m. **Performance of Employee Benefit Plans**
Any "employment practices" offense or any offense in the "administration" of "employee benefit plans" arising out of:
 - (1) Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
 - (2) Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
 - (3) Errors in providing information or failing to provide information on past performance of investment vehicles;
 - (4) Failure of the insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
 - (5) The liability of others which is assumed by the insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
 - (6) Any claim for the return of compensation paid by the insured if a court determines that the payment was illegal; or
 - (7) Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".
- n. **Claims Against Other Insureds**
Any actions for "injunctive relief" or "claims":
 - (1) By a Named Insured against any other insured; or
 - (2) By one Named Insured against another Named Insured.

o. Criminal Acts

Damages, loss or expense arising out of or contributed to by any fraudulent, dishonest, criminal or malicious act of the insured (except for "sexual abuse"), or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

p. Sexual Abuse

(1) "Sexual abuse" of any person; or

(2) The negligent:

(a) Employment;

(b) Investigation;

(c) Supervision;

(d) Reporting to the proper authorities, or failing to so report; or

(e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above.

q. Profit, Advantage or Remuneration

Any loss, cost or expense based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled.

r. ERISA, COBRA and WARN Act Liability

Damages, loss or expense arising out of or contributed to by any insured's obligations under:

(1) the Employee Retirement Income Security Act of 1974 (ERISA);

(2) the Comprehensive Omnibus Budget Reconciliation Act (COBRA);

(3) the Worker Adjustment and Retraining Notification Act (WARN); or

(4) any similar federal, state, or local laws or regulations;

including subsequent amendments or any regulations promulgated thereunder.

s. Compliance with ADA Requirements

Costs or expenses incurred as a result of physical modifications made to accommodate persons with disabilities as required by:

(1) the Americans with Disabilities Act of 1990; or

(2) any federal, state, or local disability discrimination or accommodation laws or regulations;

including subsequent amendments or any regulations promulgated thereunder.

t. Strikes

Damages, loss or expense arising out of or contributed to by any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations.

u. Tax Assessments

Damages, loss or expense arising out of or contributed to by any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

v. Debt Financing

Damages, loss or expense arising out of or contributed to by any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.

w. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply if:

- (1) There is no allegation that you are liable for, the cause of, or responsible in whole or in part for any pollution; and
- (2) You are alleged to be liable solely as a result of ordering an evacuation, a business or building closure, or other similar action to protect persons or property, provided you are authorized by law to take such actions.

x. Asbestos, Lead, Electromagnetic Radiation, Nuclear

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- (2) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (3) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

y. Fungi or Bacteria

- (1) Any liability, loss, injury or damage which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

z. Attorney Fees and Court Costs

Any award of costs or fees which arises out of an action for "injunctive relief".

SECTION III. WHO IS AN INSURED

1. If you are:

- a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
 - a. **Volunteers and Employees.** Volunteers and employees, including any elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. **Mutual Aid Agreements.** Any persons or organizations providing service to you under any mutual aid or similar agreement.
 - d. **Blanket Additional Insureds.** Any person or organization liable for your "employment practices" offenses, offenses arising out of the "administration" of your "employee benefit plans", or other "wrongful acts" committed or alleged to have been committed by you is an insured under this coverage part, but only to the extent of that liability.
3. **Outside Directorship Extension.** Your volunteers, employees, officers, directors, commissioners, or trustees, while acting independently and not on behalf of your organization, are insureds while they serve on the board of directors of an outside organization as specified herein:
 - a. The outside organization was established and is currently chartered as not-for-profit; and
 - b. The organization is a separate and distinct entity not subject to your direction and control; and
 - c. The organization exists for the purpose of supporting and furthering the efforts and welfare of the organizations or individuals who provide fire service, emergency medical response or rescue services.This coverage shall be excess of and not contribute with:
 - (1) Any insurance available, whether primary or excess; and
 - (2) Any corporate indemnification agreements afforded by the outside organization.In no event will this insurance inure to the benefit of the outside organization or to any of its officers, directors, commissioners, trustees, volunteers or employees, except to the extent that coverage is provided to an insured as set forth above.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to the 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, whichever is earlier; and
 - b. Coverage does not apply to any "employment practices" offense, offense in the "administration" of your "employee benefit plans", or other "wrongful act" that occurred before you acquired or formed the organization or of which you had notice or knowledge.No organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Monetary damages under Coverage A; and
 - b. "Defense expense" under Coverage B;for each Named Insured shown in the Declarations.

3. Subject to 2. above, the Each "Wrongful Act" or Offense limit is the most we will pay under Coverage A for the sum of all monetary damages arising out of the same or related offenses or "wrongful acts".
4. Subject to 2. above, the Each Action for "Injunctive Relief" limit is the most we will pay under Coverage B for all "defense expense" arising out of all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
5. The Aggregate Limits of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
6. Our obligations under this coverage part end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages or "defense expense" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

SECTION V. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. Bankruptcy

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

2. Duties in the Event of an Offense, "Wrongful Act", "Claim" or "Suit"

- a. You must see to it that we are notified as soon as practicable of an offense or "wrongful act" which may result in a "claim" or "suit". To the extent possible, notice should include:
 - (1) How, when and where the offense or "wrongful act" took place; and
 - (2) The names and addresses of any persons seeking damages or of any witnesses.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) 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.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) 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 damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- e. Notice shall be deemed given as soon as practicable if it is given by the person to whom you have delegated such responsibility as soon as practicable after they become aware of an offense or "wrongful act".

3. Duties in the Event of a Request to Pay "Defense Expense" for "Injunctive Relief"

- a. You must see to it that we are notified as soon as practicable of an action or proceeding which may give rise to a request for us to respond for "defense expense". To the extent possible, notice should include:
 - (1) The plaintiff in the action;
 - (2) The court or agency involved;
 - (3) The relief being sought; and
 - (4) The date of the action and any underlying demand.
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any legal papers received in connection with the action and any underlying demand;
 - (2) Cooperate with us in the determination of any "defense expense" which may be covered by this insurance; and
 - (3) Submit a request for us to pay any covered "defense expense".

4. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages or "defense expense" from an insured; or
- b. To sue us on 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 or "defense expenses" that are not payable under the terms of this coverage part or that are in excess of the applicable Limit of Insurance. Under Coverage A, an agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, employee, elected or appointed officer, director, commissioner, trustee or medical director for a loss or "defense expense" we cover under this coverage part, our insurance is primary, with no consideration or contribution with such other insurance. However, this does not apply to such insureds when serving on outside directorships as described in the **Outside Directorship Extension** of **SECTION III. WHO IS AN INSURED**.

If other valid and collectible insurance is available to insureds other than volunteers, employees, elected or appointed officers, directors, commissioners, trustees or medical directors for a loss or "defense expense" we cover under this coverage part, this insurance is excess over any of the other insurance and its deductible or self-insured retention provisions, whether primary, excess, contingent or on any other basis.

6. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete.
- b. That information is based upon representations you made to us in the application for this insurance. This application forms the basis of our obligations under this coverage part.
- c. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.

7. Separation of Insureds

Except with respect to the Limit of Insurance as described in **SECTION IV**, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. 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.

9. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of such non-renewal not less than 30 days before the expiration date. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right to Claim Information

Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding coverage part we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act" or other offense not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. or paragraph 3.a. of this section. We will include the date and a brief description of such "wrongful act" or offense if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI. EXTENDED REPORTING PERIODS (COVERAGE A ONLY)

With respect to Coverage A only:

1. We will provide one or more Extended Reporting Periods, as described in items 3. and 4. below, if:
 - a. This coverage part is cancelled or not renewed; or
 - b. We renew or replace this coverage part with insurance that does not apply to offenses or "wrongful acts" on a claims made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" arising out of offenses or "wrongful acts" that take place before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

4. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we will take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this coverage part; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this coverage part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. The Basic Extended Reporting Period does not reinstate or increase the Limit of Insurance.
6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate Aggregate Limit of Insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate Aggregate Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit. The applicable Each "Wrongful Act" or Offense limit will continue to apply.

SECTION VII. DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling volunteers or employees, other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of volunteers or employees under your "employee benefit plans".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Claim" means a written or oral notice, including "suit", from any party that it is their intention to hold the insured responsible for damages arising out of an offense or "wrongful act" by the insured.
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Defense expense" means under Coverage B, fees or expenses incurred by the insured for:
 - a. Legal fees charged by the insured's attorney;
 - b. Court costs;
 - c. Expert witnesses; and
 - d. The cost of court bonds, but we do not have to furnish these bonds."Defense expense" does not include:
 - (1) Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or
 - (2) Any expenses other than a., b., c. and d. above.
6. "Employee benefit plans" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to volunteers or employees.
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or employee, including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or employees;
 - e. Negligent evaluation of volunteers or employees;
 - f. Retaliation against volunteers or employees for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
9. "Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.
10. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. 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, or any other interference with real property rights;

- d. 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 services;
 - e. Oral or written publication in any manner of material that violates a person's right of privacy;
 - 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.
11. "Professional health care services" means:
- a. Providing medical or nursing services;
 - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d. Handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport,
 - (2) During transport, and
 - (3) From the means of transport to the place where they are finally delivered;
 - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; and
 - b. Loss of use of tangible property that is not physically injured but results from a. above.
13. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
14. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
15. "Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" 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.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
16. "Wrongful act" means any actual or alleged error, act, omission, misstatement, misleading statement, neglect or breaches of duty committed by you or on behalf of you in the performance of your operations, including misfeasance, malfeasance, or nonfeasance in the discharge of duties, individually or collectively that results directly but unexpectedly and unintentionally in damages to others.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- A.** Exclusion a. **Other Applicable Coverage** of **SECTION II.** is deleted.
- B.** Paragraph 4. of **SECTION III. WHO IS AN INSURED** is replaced by the following:
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as an 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, whichever is earlier; and
 - b. Coverage does not apply to any "employment practices" offense, offense in the "administration" of your "employee benefit plans", or other "wrongful act" that occurred before you acquired or formed the organization or of which you had notice or knowledge.No organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations
- C.** Paragraph 2. of **SECTION IV. LIMITS OF INSURANCE** is replaced by the following:
2. The Aggregate Limit is the most we will pay for monetary damages under Coverage A for each Named Insured shown in the Declarations.
- D.** Paragraph 4. of **SECTION IV. LIMITS OF INSURANCE** is replaced by the following:
4. The Each Action for "Injunctive Relief" limit is the most we will pay under Coverage B for "defense expense" for all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
- E.** Paragraph c. under 6. **Representations** of **SECTION V. CONDITIONS** is replaced by the following:
- c. This policy is void if it is proven that any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.
- F.** Paragraph 1. of **SECTION VI. EXTENDED REPORTING PERIODS (COVERAGE A ONLY)** is amended to read as follows:
- We will provide one or more Extended Reporting Periods, as described in items 3 and 4 below, if:
- a. This coverage part is cancelled or not renewed by either party;
 - b. We renew or replace this coverage part with insurance that does not apply to offenses or "wrongful acts" on a claims made basis; or
 - c. We reduce claims made coverage in any way.





CLAIM REPORTING

Successful claim handling begins with prompt notification. Incidents that will or might give rise to a claim should be immediately reported to your agent. The agent will relay pertinent information to Glatfelter Claims Management, Inc. (GCM). Minimum information needed is:

- ❖ Name and telephone number of insured contact person.
- ❖ Date, time and location of the accident or incident.
- ❖ Description of how the incident occurred.
- ❖ Description of the vehicle or property involved.
- ❖ Description of the damage and/or injuries.
- ❖ Description of any other automobiles, property, persons and witnesses involved, including addresses and telephone numbers, if available.
- ❖ If known, the name and incident report number of the responding police department or other authority.

Do not delay reporting an incident to your agent waiting on information such as a police report, repair estimate, or other claim details. When additional information is obtained, it should be promptly reported to your agent or the claim handler assigned by GCM.

Should a claim arise, some important points to remember are:

- ❖ Provide assistance to injured persons.
- ❖ Protect property from further damage.
- ❖ Do not divulge information to anyone other than the assigned claim handler or GCM's authorized representative.
- ❖ If a lawsuit is filed, contact your agent immediately who will transmit copies to GCM.

If an after-hours emergency should arise, please contact our office for assistance.

Glatfelter Claims Management, Inc.
P.O. Box 5126
York, PA 17405
Telephone: (800) 233-1957
Claims Fax: (717) 747-7051
E-Mail: claims@glatfelters.com

CA License Number: 2D89880

Glatfelter Claims Management, Inc., a division of Glatfelter Insurance Group, is a wholly owned, third-party claims administrator charged with the handling of claims for VFIS, on behalf of American Alternative Insurance Corporation.



(800) 233-1957

Effective Date:

Insurance Company: (x) American Alternative Insurance Corporation
() Great Lakes Reinsurance (UK) PLC
() The Princeton Excess and Surplus Lines Insurance Company

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

Coverage for certified acts of terrorism has been included in your policy. No additional premium has been charged under this policy for such terrorism coverage.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE, IF ANY, IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION, IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

HOW DOES THE ACT AFFECT YOUR INSURANCE COVERAGE?

You have a policy of insurance issued by us which has no terrorism exclusion attached to it.

- This policy will remain in effect as written for the remainder of the policy period shown in the Declarations of the policy.
- The decision not to include a terrorism exclusion to your policy when it was issued or last renewed was based on a number of reasons, and the continuation or importance of these reasons may or may not have been altered by the passage of the Act.
- In the time between now and the next renewal we will examine and refine our treatment of terrorism under your policy. This means that you may or may not have the same terms offered to you upon renewal and that the premium charged may or may not reflect alteration based upon the terrorism exposure.

WHAT IS THE TERRORISM RISK INSURANCE ACT ?

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2014.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

- A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
1. occurs within the United States; or
 2. occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.
- B. "Act of terrorism" means any act that is certified by the Secretary of State, in concurrence with the Secretary of State and the Attorney General of the United States:
1. To be an act of terrorism;
 2. To be a violent act or an act that is dangerous to:
 - a. human life;
 - b. property; or
 - c. infrastructure;
 3. to have resulted in damage within the United States, or outside of the United States in the case of:
 - a. an air carrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or
 - b. the premises of a United States mission; and

4. to have been committed by an individual or individuals, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Section 102 (1)(B) of the Act states "no act shall be certified by the Secretary as an act of terrorism if:
1. the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 2. property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000."
- D. The Act also contains a "program trigger" in Section 103(e)(1)(B), pursuant to which the federal government does not pay compensation for losses resulting from a certified act occurring after December 31, 2007, unless aggregate industry insured losses from such a certified act exceed a certain amount, or "trigger." For insured losses occurring in 2008 and for all additional program years, the program trigger is \$100,000,000 of aggregate industry insured losses.
- E. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.
- F. Under the Act for program years through December 31, 2014, the federal government will reimburse the insurance company for 85% of its insured losses in excess of a deductible, until aggregate "insured losses" in any Program Year exceed \$100 billion. Each insurer's deductible will be 20% of its direct earned premium for property and casualty insurance (as reported on Page 14 of the company's Annual Statement), over the immediately preceding calendar year.

For the purposes of determining such deductibles, direct earned premium means only the premiums earned on the commercial lines property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.

Neither the insurance company (having met its statutorily mandated share as described above) nor the federal government will be liable for payment of any portion of "insured losses" under the Act that exceeds \$100 billion in the aggregate during any Program Year.





IMPORTANT INFORMATION REGARDING YOUR POLICY

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543
1-800-305-4954

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at the following address and telephone number:

Virginia Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
(804) 371-9741
(800) 552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.



Emergency Service Organization Commercial Automobile Policy

Especially Designed For:

APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC
PO BOX 400440
CHARLOTTESVILLE VA 22904



VFIS®

A Division of Glatfelter Insurance Group

Underwritten by



Loss Control Policyholder Notice

Dear Emergency Service Client,

Safety and health is a major issue in emergency service organizations today. This issue is important to us because of the major impact that accidents can have on an organization. Morale is affected by accidents and they can have a financial impact. Insurance rarely covers all the expenses associated with accidents. There are often hidden costs that the organization must bear. Examples of hidden costs are time spent reporting, documenting and investigating the accident, time spent training the replacement staff and time to replace the vehicles and equipment. These costs are rarely covered by insurance.

Loss Control Guidelines Provided by VFIS

As a valuable service to you, VFIS provides loss control guidelines and programs to your organization to help you prevent and/or reduce the impact of accidents. Implementing VFIS loss control measures will benefit your organization by reducing or eliminating the hidden costs of accidents and helping your organization to continue the mission of saving lives and property.

VFIS provides a number of programs and services to help you in your loss control effort. While most of these services are available to our clients at no additional cost, some may require a fee based on the scope of the service requested. Some of the services and programs that we provide to our clients are:

- On-site loss control consultations
- Recommendation to control identifiable hazards
- Loss experience analysis
- Consultation on specific loss control related problems
- Sample standard operating guidelines for vehicle operations
- Accident investigation procedures and forms
- Health and Safety Audit of NFPA 1500

Loss Control Publications

VFIS has several publications which you can request at no charge. These include the Communiqué which is a one page fact sheet which presents a specific hazard and provides procedures for controlling the hazard. VFIS also provides numerous training programs which you can access through the Client Education and Training



American Alternative Insurance Corporation

Statutory Home Office: 1013 Centre Road • Wilmington, DE 19805

Administration Office: 555 College Road East • Princeton, NJ 08543-5241 • (800) 305-4954

Administered by: VFIS • 183 Leader Heights Road • York, PA 17402 • (800) 233-1957 • www.vfis.com



AUTO POLICY DECLARATIONS

Named Insured and Mailing Address:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC
PO BOX 400440
CHARLOTTESVILLE VA 22904

Policy Number: VFIS-CM-1050344-05/000
Renewal of: VFIS-CM-1050344-04

Policy Period: From 02-01-2012
To 02-01-2013
at 12:01 AM Standard Time at your
mailing address shown above

Type of Entity: CORPORATION
Business Description: EMERGENCY SERVICE ORGANIZATION

Estimated Coverage Part Premium:	\$	1,047.00
Taxes, Fees and Surcharges:	\$	
Total Premium:	\$	1,047.00

The policy premium is payable on the dates and in the amounts shown below:

02/01/2012	\$	524.00	08/01/2012	\$	523.00
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THIS POLICY DOES NOT COVER COLLISION DAMAGE TO RENTAL VEHICLES IN PA.

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

Common Forms

See Schedule of Forms and Endorsements.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. These declarations, the schedule of forms and endorsements, and any forms and endorsements we may later attach to reflect changes, make up and complete the above numbered policy.

Mark S. Selig

Authorized representative (countersignature, where required)

02-03-2012

Date

The Company has caused this policy to be signed by its President and Secretary:

Anthony J. Kuznetsov
President

Rol Willap
Secretary





American Alternative Insurance Corporation

Statutory Home Office: 1013 Centre Road • Wilmington, DE 19805

Administration Office: 555 College Road East • Princeton, NJ 08543-5241 • (800) 305-4954

Administered by: VFIS • 183 Leader Heights Road • York, PA 17402 • (800) 233-1957 • www.vfis.com



AUTO POLICY DECLARATIONS

Named Insured and Mailing Address:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC
PO BOX 400440
CHARLOTTESVILLE VA 22904

Policy Number: VFIS-CM-1050344-05/000
Renewal of: VFIS-CM-1050344-04

Policy Period: From 02-01-2012
To 02-01-2013
at 12:01 AM Standard Time at your
mailing address shown above

Type of Entity: CORPORATION
Business Description: EMERGENCY SERVICE ORGANIZATION

Estimated Coverage Part Premium:	\$	1,047.00
Taxes, Fees and Surcharges:	\$	
Total Premium:	\$	1,047.00

The policy premium is payable on the dates and in the amounts shown below:

02/01/2012	\$	524.00	08/01/2012	\$	523.00
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THIS POLICY DOES NOT COVER COLLISION DAMAGE TO RENTAL VEHICLES IN PA.



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

Common Forms

See Schedule of Forms and Endorsements.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. These declarations, the schedule of forms and endorsements, and any forms and endorsements we may later attach to reflect changes, make up and complete the above numbered policy.

Mark S. Schmitt

Authorized representative (countersignature, where required)

02-03-2012

Date

The Company has caused this policy to be signed by its President and Secretary:

Anthony J. Kiginaki
President

Rol Willap
Secretary





Policy Number
VFIS-CM-1050344-05/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured APPALACHIAN SEARCH AND RESCUE
 CONFERENCE, INC
Agency Name VFIS

Effective Date: 02-01-12
 12:01 A.M., Standard Time

COMMON POLICY FORMS AND ENDORSEMENTS

IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 01 20	05-11	PENNSYLVANIA CHANGES - DEFENSE COST
IL 02 46	09-07	PENNSYLVANIA CHANGES-CANC & NONREN
VCOPA4	05-11	PA CHANGES - DEFENSE COSTS
IL 09 10	07-02	PENNSYLVANIA NOTICE

AUTOMOBILE FORMS AND ENDORSEMENTS

AU1003	10-10	AUTO LIABILITY EXTENSION ENDORSEMENT
AU1005	10-97	WAIVER OF GOV/CHARITABLE IMMUNITY
AU1006	01-96	CARE, CUSTODY OR CONTROL EXCLUSION END
AU1007	10-97	COMMANDEERED AUTO DEFINITION END
AUVA11	01-09	VA ESO AUTO LIABILITY COVERAGE END
AUVA12	11-03	VA CARE, CUSTODY OR CONTROL EXCL END
AUVA13	11-03	VA WAIVER OF GOV/CHARITABLE IMMUNITY
CA 00 01	03-06	BUSINESS AUTO COVERAGE FORM
CA 01 16	08-08	VA CHANGES BUSINESS AUTO COVERAGE FORM
CA 01 70	03-06	MARYLAND CHANGES
CA 01 80	09-97	PENNSYLVANIA CHANGES
CA 02 15	10-09	MARYLAND CANCELLATION CHANGES
CA 02 68	12-05	VA CHANGES CANCELLATION AND NONRENEWAL
CA 20 18	12-93	PROFESSIONAL SERVICES NOT COVERED
CA 99 48	03-06	POLLUTION LIAB BROAD COV FOR COV AUTO

POLICYHOLDER NOTICES



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.
2. 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

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-Related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section II – Liability Coverage in Paragraph **A. Coverage** under the Business Auto, Garage and Motor Carrier Coverage Forms;
3. Section **A** – Coverage under the Legal Liability Coverage Form; and

4. Coverage C – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

- 1.** The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

- 2. Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

- 3. Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 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 Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

AUTOMOBILE COVERAGE PART
GENERAL LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section I of the General Liability Coverage Form, Management Liability Coverage Form, Management Liability Coverage Form Claims Made; and
 2. Section II – Liability Coverage in Paragraph **A. Coverage** under the Business Auto Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.



PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

AUTO COVERAGE PART DECLARATIONS

ITEM ONE: Named Insured - Refer to the Common or Auto Policy Declarations

ITEM TWO: Coverage and Covered Autos

This coverage part provides only those coverages activated by a Covered Auto Symbol or a Premium shown below:

Coverage	Covered Auto Symbols	Limit of Insurance (this is the most we will pay for any one accident or loss)	Premium
Liability (combined single limit)	8, 9	\$1,000,000 each accident	\$ 1,047
Personal Injury Protection (PIP) (or equivalent no-fault coverage)	N/A	Refer to ITEM THREE and each PIP or added PIP endorsement	
Added Personal Injury Protection (or equivalent added no-fault coverage)	N/A	Separately stated in each added PIP endorsement	
Property Protection Insurance (Michigan Only)	N/A	Separately stated in the P.P.I. endorsement minus Ded. for each accident	
Auto Medical Payments	N/A	each person	
Medical Expense and Income Loss Benefits (Virginia only)	N/A	Separately stated in each Medical Expense and Income Loss Benefits endorsement	
Uninsured Motorists (UM)	N/A	Refer to ITEM THREE and the Uninsured Motorists endorsement	
Underinsured Motorists (UIM) (when not included in UM coverage)	N/A	Refer to ITEM THREE and the Underinsured Motorists endorsement	
Physical Damage - Comprehensive	N/A	Refer to ITEM THREE, ITEM FOUR and ITEM SEVEN (if applicable)	
Physical Damage - Specified Causes of Loss	N/A		
Physical Damage - Collision	N/A		
Physical Damage - Towing and Labor	N/A	Refer to ITEM THREE	
Other Auto Coverages			
Estimated Coverage Part Premium:			\$ 1,047.00
Taxes, Fees and Surcharges:			
Total Premium:			\$ 1,047.00

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

ITEM THREE: Schedule of Your Auto Coverage

Auto Schedule Summary

Veh. Num.	Year	Make	Model	PE Code	V.I.N.	Value
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Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

Vehicle #

Insured's #:

Insured Entity:

Year:
Make:
Model:
V.I.N.:
Valuation:

Use:
Class Code:
State:
Territory:

Coverages:

Limit of Insurance

Deductible

Premium

Liability (combined single limit)
Personal Injury Protection (PIP)
Added Personal Injury Protection
Property Protection Insurance (MI only)
Auto Medical Payments
Medical Exp. And Income Loss
Benefits (VA only)
Uninsured Motorists (UM)
Underinsured Motorists (UIM)
Physical Damage – Comprehensive
Physical Damage – Specified Causes of Loss
Physical Damage – Collision
Physical Damage – Towing and Labor
Other Auto Coverages
Total:

Vehicle #

Insured's #:

Insured Entity:

Year:
Make:
Model:
V.I.N.:
Valuation:

Use:
Class Code:
State:
Territory:

Coverages:

Limit of Insurance

Deductible

Premium

Liability (combined single limit)
Personal Injury Protection (PIP)
Added Personal Injury Protection
Property Protection Insurance (MI only)
Auto Medical Payments
Medical Exp. And Income Loss
Benefits (VA only)
Uninsured Motorists (UM)
Underinsured Motorists (UIM)
Physical Damage – Comprehensive
Physical Damage – Specified Causes of Loss
Physical Damage – Collision
Physical Damage – Towing and Labor
Other Auto Coverages
Total:



Named Insured:
 APPALACHIAN SEARCH AND RESCUE
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
 Policy Period: From 02-01-2012
 To 02-01-2013

ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)

Liability Coverage

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
MD	IF ANY	\$ 2.077		INCL
PA	IF ANY	\$ 1.642		INCL

TOTAL PREMIUM:

Liability Coverage

Rating Basis, Number of Days-
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium

TOTAL PREMIUM:

State:

Physical Damage

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		

Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.



Named Insured:
 APPALACHIAN SEARCH AND RESCUE
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
 Policy Period: From 02-01-2012
 To 02-01-2013

ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)

Liability Coverage

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
VA	IF ANY	\$ 1.325		\$ 103
TOTAL PREMIUM:				\$ 103

Liability Coverage

Rating Basis, Number of Days-
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL PREMIUM:				

State:

Physical Damage

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		

Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

ITEM FIVE: Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
EMERGENCY SERVICE ORGANIZATION	Number of volunteers/employees	450	\$ 944
Extended coverage			INCL

Auto Forms

See Schedule of Forms and Endorsements



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

AUTO COVERAGE PART DECLARATIONS

ITEM ONE: Named Insured - Refer to the Common or Auto Policy Declarations

ITEM TWO: Coverage and Covered Autos

This coverage part provides only those coverages activated by a Covered Auto Symbol or a Premium shown below:

Coverage	Covered Auto Symbols	Limit of Insurance (this is the most we will pay for any one accident or loss)	Premium
Liability (combined single limit)	8, 9	\$1,000,000 each accident	\$ 1,047
Personal Injury Protection (PIP) (or equivalent no-fault coverage)	N/A	Refer to ITEM THREE and each PIP or added PIP endorsement	
Added Personal Injury Protection (or equivalent added no-fault coverage)	N/A	Separately stated in each added PIP endorsement	
Property Protection Insurance (Michigan Only)	N/A	Separately stated in the P.P.I. endorsement minus Ded. for each accident	
Auto Medical Payments	N/A	each person	
Medical Expense and Income Loss Benefits (Virginia only)	N/A	Separately stated in each Medical Expense and Income Loss Benefits endorsement	
Uninsured Motorists (UM)	N/A	each accident	
Underinsured Motorists (UIM) (when not included in UM coverage)	N/A		
Physical Damage - Comprehensive	N/A	Refer to ITEM THREE and ITEM FOUR (if applicable)	
Physical Damage - Specified Causes of Loss	N/A		
Physical Damage - Collision	N/A		
Physical Damage - Towing and Labor	N/A	Refer to ITEM THREE	
Other Auto Coverages			
Estimated Coverage Part Premium:			\$ 1,047.00
Taxes, Fees and Surcharges:			
Total Premium:			\$ 1,047.00



APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Period: From 02-01-2012
To 02-01-2013

ITEM THREE: Schedule of Your Auto Coverage

Auto Schedule Summary

Veh. Num.	Year	Make	Model	PE Code	V.I.N.	Value



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

Vehicle #

Insured's #:

Insured Entity:

Year:

Make:

Model:

V.I.N.:

Valuation:

Use:

Class Code:

State:

Territory:

Coverages:

Limit of Insurance

Deductible

Premium

Liability (combined single limit)
Personal Injury Protection (PIP)
Added Personal Injury Protection
Property Protection Insurance (MI only)
Auto Medical Payments
Medical Exp. And Income Loss
Benefits (VA only)
Uninsured Motorists (UM)
Underinsured Motorists (UIM)
Physical Damage - Comprehensive
Physical Damage - Specified Causes of Loss
Physical Damage - Collision
Physical Damage - Towing and Labor
Other Auto Coverages
Total:

Vehicle #

Insured's #:

Insured Entity:

Year:

Make:

Model:

V.I.N.:

Valuation:

Use:

Class Code:

State:

Territory:

Coverages:

Limit of Insurance

Deductible

Premium

Liability (combined single limit)
Personal Injury Protection (PIP)
Added Personal Injury Protection
Property Protection Insurance (MI only)
Auto Medical Payments
Medical Exp. And Income Loss
Benefits (VA only)
Uninsured Motorists (UM)
Underinsured Motorists (UIM)
Physical Damage - Comprehensive
Physical Damage - Specified Causes of Loss
Physical Damage - Collision
Physical Damage - Towing and Labor
Other Auto Coverages
Total:



Named Insured:
**APPALACHIAN SEARCH AND RESCUE
 CONFERENCE, INC**

Policy Number: VFIS-CM-1050344-05/000
 Policy Period: From 02-01-2012
 To 02-01-2013

ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)

Liability Coverage

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
MD	IF ANY	\$ 2.077		INCL
PA	IF ANY	\$ 1.642		INCL

TOTAL PREMIUM:

Liability Coverage

Rating Basis, Number of Days-
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium

TOTAL PREMIUM:

State:

Physical Damage

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		

Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.



Named Insured:
 APPALACHIAN SEARCH AND RESCUE
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-05/000
 Policy Period: From 02-01-2012
 To 02-01-2013

ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)

Liability Coverage

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
VA	IF ANY	\$ 1.325		\$ 103
TOTAL PREMIUM:				\$ 103

Liability Coverage

Rating Basis, Number of Days-
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL PREMIUM:				

State:

Physical Damage

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		

Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.



Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number:VFIS-CM-1050344-05/000
Policy Period: From 02-01-2012
To 02-01-2013

ITEM FIVE: Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
EMERGENCY SERVICE ORGANIZATION	Number of volunteers/employees	450	\$ 944
Extended coverage			INCL

Auto Forms

See Schedule of Forms and Endorsements





American Alternative Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AUTO LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION I – COVERED AUTOS

DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

A "commandeered auto" shall be deemed to be a covered "auto" you own.

SECTION II - LIABILITY COVERAGE

VOLUNTEERS AND EMPLOYEES AS "INSURED"

Coverage A.1., **WHO IS AN INSURED**, is modified by the addition of paragraph d., as follows:

- d. Any volunteer or "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. Insurance provided by this extension is excess over any other insurance available to any volunteer or "employee".

TEMPORARY SUBSTITUTE VEHICLE COVERAGE

Coverage A.1., **WHO IS AN INSURED**, is modified by the addition of paragraph e., as follows:

- e. The owner or anyone else from whom you rent, lease or borrow a substitute vehicle is an "insured" but only for that covered "auto". The substitute must be for a similar scheduled vehicle which is out of normal use because of its breakdown, repair, servicing, loss or destruction. The substitute "auto" will be considered a covered "auto" you own and not a covered "auto" you rent, lease, or borrow.

OWNER OF COMMANDEERED "AUTO" AS AN INSURED

Coverage A.1., **WHO IS AN INSURED**, is modified by the addition of paragraph f., as follows:

- f. The owner of a commandeered "auto" is an "insured" while the "auto" is in your temporary care, custody or control and is being used as part of an emergency operation.

ADDITIONAL INSURED - AUTOMATIC STATUS

Coverage A.1. **WHO IS AN INSURED** is modified by the addition of paragraph g. as follows:

- g. Any person or organization for whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional "insured" on your policy, but only to the extent that person or organization qualifies as an "insured" under **WHO IS AN INSURED** of Section II - LIABILITY COVERAGE.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional "insured" whether primary, excess, contingent or on any other basis

unless a written contract or agreement specifically requires that this insurance be primary in which case any other insurance available to the additional "insured" shall be considered excess and non-contributing.

ELECTED OR APPOINTED OFFICIALS - COMMISSIONS AS INSURED

Coverage A.1. WHO IS AN INSURED is modified by the addition of paragraphs h. and i. as follows:

- h. Your elected or appointed officials while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".
- i. Your commissions, authorities, boards or agencies, their commissioners, officers and members while using a covered "auto" you do not own, hired or borrow, but only while acting within the authority granted by you and only while performing duties related to the conduct of your business.

ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST

Coverage A.2.a.(4), COVERAGE EXTENSIONS, SUPPLEMENTARY PAYMENTS, is deleted and replaced by:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

EXPECTED OR INTENDED INJURY

Coverage B.1., EXCLUSIONS, EXPECTED OR INTENDED INJURY, is deleted and replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from actions taken to protect persons or property and arising out of the use of a covered "auto".

"BODILY INJURY" TO VOLUNTEER EMERGENCY SERVICE PROVIDERS

Coverage. B. 4., EXCLUSIONS, EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY, is amended by the addition of paragraphs c. and d., as follows:

- c. Any volunteer, if you provide or are required to provide any benefits for such volunteer under any Workers' Compensation or disability benefits law or under any similar law.
- d. The spouse, child, parent, brother or sister of that volunteer as a consequence of paragraph c. above.

"BODILY INJURY" TO FELLOW VOLUNTEERS OR EMPLOYEES

Coverage B.5., EXCLUSIONS, FELLOW EMPLOYEE is deleted.

SECTION IV - BUSINESS AUTO CONDITIONS

KNOWLEDGE OF ACCIDENT

The following is added to Paragraph A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:

- d. The failure of any agent, "volunteer worker" or "employee" of the "insured", other than an "employee" authorized by you to give or receive notice of an "accident", claim, "suit" or "loss", to notify us of any "accident" of which he or she has knowledge, shall not invalidate insurance afforded by this policy.



American Alternative Insurance Corporation

WAIVER OF GOVERNMENTAL OR CHARITABLE IMMUNITY ENDORSEMENT – PROPERTY DAMAGE

Named Insured APPALACHIAN SEARCH AND RESCUE	Endorsement Number
Policy Number VFIS-CM-1050344-05/000	Endorsement Effective 02-01-12
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

We will waive, both in the adjustment of claims and in the defense of any "property damage" suit against the "insured", any charitable or governmental immunity of the "insured", unless the "insured" requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.



CARE, CUSTODY OR CONTROL EXCLUSION ENDORSEMENT

Named Insured APPALACHIAN SEARCH AND RESCUE	Endorsement Number
Policy Number VFIS-CM-1050344-05/000	Endorsement Effective 02-01-12
Countersigned by <div style="text-align: center;">(Authorized Representative)</div>	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

LIABILITY COVERAGE is changed as follows:

B. Exclusion 6., CARE CUSTODY OR CONTROL, is deleted and replaced by:

6. CARE, CUSTODY OR CONTROL

This insurance does not apply to "property damage" to or "covered pollution cost or expense" involving property owned, transported by, or in the care, custody or control of the Named Insured.

The exclusion does not apply to "property damage" to a building and its contents or garage and its contents rented to, used by, or in the care, custody or control of the Named Insured. This exclusion also does not apply to property owned by an "insured" other than the Named Insured or to property transported by or in the care, custody or control of an "insured."

The amount payable for "property damage" to a building and its contents or garage and its contents, rented to, used by, or in the care, custody or control of the Named Insured will be subject to a \$250 deductible.

This exclusion does not apply to liability assumed under a sidetrack agreement.

The provisions of this endorsement are subject to item B.5., OTHER INSURANCE, included as a part of BUSINESS AUTO CONDITIONS.

Authorized Agent





American Alternative Insurance Corporation

COMMANDEERED AUTO DEFINITION ENDORSEMENT

Named Insured APPALACHIAN SEARCH AND RESCUE	Endorsement Number
Policy Number VFIS-CM-1050344-05/000	Endorsement Effective 02-01-12
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION V - DEFINITIONS

The following definition is added:

"Commandeered auto" means an "auto" belonging to someone else that you seize, confiscate or take arbitrarily by force, into your temporary care, custody or control while using it as part of an "emergency situation." "Commandeered auto" does not include an "auto" owned by or available to an employee or volunteer of your organization from whom you have tacit approval to use the "auto".

"Emergency Situation" means an unexpected situation demanding immediate official action.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA EMERGENCY SERVICE ORGANIZATION
AUTO LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

VOLUNTEERS AND "EMPLOYEES" AS "INSURED"

A.1. Who Is An Insured is modified by the addition of paragraph d. as follows:

- d. Any volunteer or "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

TEMPORARY SUBSTITUTE VEHICLE COVERAGE

A.1. Who Is An Insured is modified by the addition of paragraph e. as follows:

- e. The owner or anyone else from whom you rent, lease or borrow a substitute vehicle is an "insured" but only for that covered "auto". The substitute must be for a similar scheduled vehicle which is out of normal use because of its breakdown, repair, servicing, loss or destruction. The substitute "auto" will be considered a covered "auto" you own and not a covered "auto" you rent, lease, or borrow.

OWNER OF "COMMANDEERED AUTO" AS AN "INSURED"

A.1. Who Is An Insured is modified by the addition of paragraph f. as follows:

- f. The owner of a "commandeered auto" is an "insured" while the "commandeered auto" is in your temporary care, custody or control and is being used as part of an "emergency operation". The "commandeered auto" will be considered a covered "auto" you own and not a covered "auto" you borrow.

ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST

Sub-paragraph a.(4) of **Supplementary Payments** under **A.2. Coverage Extensions** is deleted and replaced with the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

EXPECTED OR INTENDED INJURY

Paragraph 1. of **B. Exclusions** is deleted and replaced with the following:

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 expected or intended "bodily injury" or "property damage" resulting from actions taken to protect persons or property and arising out of the use of a covered "auto".

"BODILY INJURY" TO VOLUNTEER EMERGENCY SERVICE PROVIDERS

Paragraph 4. of B. Exclusions in both the **BUSINESS AUTO COVERAGE FORM** and the **VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM** endorsement is deleted and replaced with the following:

4. Employee Indemnification and Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of employment by the "insured";
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph a. above; or
- c. Any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is using or maintaining a covered "auto" or is otherwise engaged in other volunteer firefighting, rescue squad or ambulance corps operations of the "insured".
- d. The spouse, child, parent, brother or sister of that volunteer as a consequence of paragraph c. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to:

- (a) "Bodily injury" to "employees", volunteer firefighters or other volunteer workers not entitled to workers' compensation benefits; or
- (b) Liability assumed by the "insured" under an "insured contract".

SECTION V – DEFINITIONS

For the purposes of this endorsement, the following definitions are added:

"Commandeered auto" means an "auto" belonging to someone else that you seize, confiscate or take arbitrarily by force into your temporary care, custody or control while using it as part of an "emergency situation". "Commandeered auto" does not include an "auto" owned by or available to a volunteer or "employee" of your organization from whom you have tacit approval to use the "auto".

"Emergency situation" means an unexpected situation demanding immediate official action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CARE, CUSTODY OR CONTROL EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following replaces exclusion 6. of **SECTION II – LIABILITY COVERAGE** in both the **BUSINESS AUTO COVERAGE FORM** and the **VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM**:

6. Care, Custody or Control

"Property damage" to property owned by, transported by, or in the care, custody or control of the Named Insured. But this exclusion shall not apply to:

- a. A building and its contents or a garage and its contents rented to, used by or in the care, custody or control of the Named Insured;
- b. Property owned by an "insured" other than the Named Insured or to property transported by or in the care, custody or control of an "insured"; or
- c. Liability assumed under a sidetrack agreement.

The amount payable for "property damage" to a building and its contents or a garage and its contents rented to, used by or in the care, custody or control of the Named Insured is subject to a \$250 deductible.

This endorsement is subject to General Condition **B.5. Other Insurance** of **SECTION IV. BUSINESS AUTO CONDITIONS**.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA WAIVER OF GOVERNMENTAL
OR CHARITABLE IMMUNITY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

We will waive, both in the adjustment of claims and in the defense of any "property damage" "suit" against the "insured", any charitable or governmental immunity of the "insured", unless the "insured" requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.



BUSINESS AUTO COVERAGE FORM

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 Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) 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" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) 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.
- (4) 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".
- (5) 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.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or

- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. 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 covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. 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 covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of 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 complete, will be treated as completed.

11. 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 Paragraphs 6.b. and 6.c. of 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.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

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.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For **Hired Auto Physical Damage Coverage**, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense 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";
 - (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 Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above 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.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or 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. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", 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 your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "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".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, 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 Paragraph 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 well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 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 be 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 or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means 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.
- M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" 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 or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "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.

P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph A. Coverage of Section II – Liability Coverage is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

B. Paragraph A.1.b. of Section II – Liability Coverage is amended by the addition of the following:

1. Who Is An Insured

The following are "insureds":

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(6) Your customers, if you are in the motor vehicle business. However, if a customer of yours:

(a) Has no other valid and collectible insurance applicable to the same "accident", they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

(b) Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

- (a) Used for demonstration purposes by a prospective purchaser;
- (b) Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or
- (c) Leased to another for a period of six months or more.

C. Paragraph A.2. Coverage Extensions of Section II – Liability Coverage is amended as follows:

1. Paragraphs a.(3), a.(5) and a.(6) of Supplementary Payments are replaced by the following:

a. Supplementary Payments

We will pay for the "insured":

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

a. Supplementary Payments

We will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **A.2.b.(1) of Section II – Liability Coverage** is replaced by the following:

2. Coverage Extensions

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

E. Paragraph **B. Exclusions of Section II – Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

"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 Paragraph a. above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

5. Paragraph **B.12. War** Exclusion is replaced by the following:

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

F. Paragraph **C. Limit Of Insurance** of Section II is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. Subject to 2.a. above, \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

- c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

G. The Business Auto Conditions of Section IV are amended as follows:

1. Paragraph A.1. Appraisal For Physical Damage Loss is replaced by the following:

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the "loss". If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Paragraph A.2.b.(3) of the Duties In The Event Of Accident, Claim Or Loss Condition is replaced by the following:

- b. Additionally, you and any other involved "insured" must:

- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

3. Paragraph A.2.c. of the Duties In The Event Of Accident, Claim Or Loss Condition is replaced by the following:

- c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

4. Paragraph A.4. of the Loss Payment — Physical Damage Coverages Condition is replaced by the following:

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include:

- (1) The applicable sales and use tax for the damaged or stolen property;
- (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and
- (3) Any applicable general average, salvage or disposal charges.

5. Paragraph B.2. Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

6. Paragraph B.5.b. of the Other Insurance Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

7. Paragraph **B.6. Premium Audit Condition** is replaced by the following:

The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

8. Paragraph **B.8. of the Two Or More Coverage Forms Or Policies Issued By Us Condition** is deleted.

H. Section V – Definitions is amended as follows:

1. The "covered pollution cost or expense" definition is deleted.
2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.

3. The definition of "suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", 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.

I. Changes In Endorsements

1. All references to **Auto Medical Payments** are replaced in the endorsements by **Medical Expense Benefits**.
2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Maryland, the Coverage Form is changed as follows:

A. Changes In Liability Coverage

1. Except with respect to the Business Auto Physical Damage Coverage Form, the **Fellow Employee** Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

2. Except with respect to the Business Auto Physical Damage Coverage Form, the **Racing** Exclusion is replaced by the following:

This insurance does not apply to covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

B. Changes In Physical Damage Coverage

The "Diminution In Value" Exclusion does not apply.

C. Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage for an "insured" who:

- a. Intentionally conceals or misrepresents a material fact; or
- b. Has made fraudulent statements or engaged in fraudulent conduct;

in connection with any "accident" or "loss" for which coverage is sought under this policy.

However, we will provide Liability Coverage to such "insured" for damages sustained by any person who has not:

- a. Intentionally concealed or misrepresented a material fact; or
- b. Made fraudulent statements or engaged in fraudulent conduct;

if such damages result from an "accident" which is otherwise covered under this policy.

3. Paragraph a. of the **Premium Audit** Condition is replaced by the following:

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is 30 days from the date of the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

2. The following is added to Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Changes In Conditions

1. The following is added to the Loss Conditions Section:

Paragraph A.2.h.(5) of the Duties In The Event Of An Accident, Claim, Suit Or Loss Condition is replaced by the following:

After we show good cause, submit to examination at our expense, by physicians of our choice.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party

in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the General Conditions Section:

CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The Cancellation Common Policy Condition is changed as follows:

1. Paragraph 2. is replaced by the following:

- a.** When this policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least:
 - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2)** 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
- b.** When this policy has been in effect for more than 45 days or is a renewal policy, we may cancel this policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation at least:
 - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2)** 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph (2), we may cancel only for one or more of the following reasons:

(a) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.

(b) A change in the condition of the risk that results in an increase in the hazard insured against.

(c) A matter or issue related to the risk that constitutes a threat to public safety.

(d) If the Named Insured's driver's license or motor vehicle registration, or that of a driver insured under the coverage form, has been suspended or revoked during the policy period as a result of the "insured's" driving record.

If we cancel pursuant to Paragraph **b.(2)**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

2. Paragraph 3. does not apply.

3. Paragraph 5. is replaced by the following:

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 will be calculated as follows:

a. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

b. Policies Written For More Than One Year

- (1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
- (2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

4. Paragraph 6. is replaced by the following:

We will send notice of cancellation to the first Named Insured by certificate of mail if:

- a. We cancel for nonpayment of premium; or
- b. This policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by certificate of mail or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this policy:

- a. Is a renewal of a policy we issued; or

- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

B. The following condition is added:

Nonrenewal

1. If we decide not to renew or continue this policy, we will mail to the first Named Insured written notice at least 45 days before the end of the policy period.
2. We will mail our notice of nonrenewal to the first Named Insured's last mailing address known to us. We will send notice of nonrenewal to the first Named Insured by certificate of mail or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for nonpayment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES IN POLICY – CANCELLATION AND NONRENEWAL

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

a. You or your attorney-in-fact may cancel the policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.

b. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.

(3) You or your attorney-in-fact have notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.

(4) We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this policy is canceled and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancel, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

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

2. Nonrenewal

- a. If we decide not to renew or continue this policy, we will mail you notice at least 45 days before the end of the policy period. If the policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six month period following its original effective date.
- b. If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

3. Mailing Of Notices

- a. Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail, pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.
- b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being canceled or nonrenewed for nonpayment of premium.

B. For all other risks not described in Paragraph A. above:

1. Paragraphs 1. and 2. of the **Cancellation** Common Policy Condition are replaced by the following:

- a. You or your attorney-in-fact may cancel the policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.
- b. We may cancel the policy by mailing or delivering to you written notice of cancellation, stating the reason(s) for cancellation at least:
 - (1) 15 days before the effective date if we cancel for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph 3. of the **Cancellation** Common Policy Condition does not apply.

3. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancel, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

4. The following Conditions are added:

a. **Nonrenewal**

- (1) We may nonrenew the policy by mailing or delivering to you written notice of nonrenewal, stating the reason for nonrenewal, at least:
 - (a) 15 days before the expiration date of the policy if we nonrenew for nonpayment of premium; or
 - (b) 45 days before the expiration date of the policy if we nonrenew for any other reason.
- (2) If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

b. **Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.

C. The following provisions govern the calculation of return premium for all risks:

1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
 - a. At our request;
 - b. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - c. And rewritten by us or a member of our company group; or
 - d. After the first year, if it is a prepaid policy written for a term of more than one year.

2. When this policy is cancelled at your request (except when Paragraph 1.b., 1.c. or 1.d. applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
3. When this policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
 - a. Final annual premium will be determined on the basis of the average value reported during the period in which the policy was in effect.
 - b. Pro rata earned premium will be determined based on the final annual premium for the number of days the policy was in force as determined by Paragraph 3.a. rounded to the next higher whole dollar.
 - c. Pro rata unearned premium will be determined by subtracting Paragraph 3.b. from Paragraph 3.a.
 - d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
 - e. Calculate the short rate earned premium by adding Paragraphs 3.b. and 3.d.
 - f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
 - g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES NOT COVERED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. 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
- b. 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".

Paragraphs **a.** and **b.** above 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.





CLAIM REPORTING

Successful claim handling begins with prompt notification. Incidents that will or might give rise to a claim should be immediately reported to your agent. The agent will relay pertinent information to Glatfelter Claims Management, Inc. (GCM). Minimum information needed is:

- ❖ Name and telephone number of insured contact person.
- ❖ Date, time and location of the accident or incident.
- ❖ Description of how the incident occurred.
- ❖ Description of the vehicle or property involved.
- ❖ Description of the damage and/or injuries.
- ❖ Description of any other automobiles, property, persons and witnesses involved, including addresses and telephone numbers, if available.
- ❖ If known, the name and incident report number of the responding police department or other authority.

Do not delay reporting an incident to your agent waiting on information such as a police report, repair estimate, or other claim details. When additional information is obtained, it should be promptly reported to your agent or the claim handler assigned by GCM.

Should a claim arise, some important points to remember are:

- ❖ Provide assistance to injured persons.
- ❖ Protect property from further damage.
- ❖ Do not divulge information to anyone other than the assigned claim handler or GCM's authorized representative.
- ❖ If a lawsuit is filed, contact your agent immediately who will transmit copies to GCM.

If an after-hours emergency should arise, please contact our office for assistance.

Glatfelter Claims Management, Inc.
P.O. Box 5126
York, PA 17405
Telephone: (800) 233-1957
Claims Fax: (717) 747-7051
E-Mail: claims@glatfelters.com

CA License Number: 2D89880

Glatfelter Claims Management, Inc., a division of Glatfelter Insurance Group, is a wholly owned, third-party claims administrator charged with the handling of claims for VFIS, on behalf of American Alternative Insurance Corporation.



(800) 233-1957

2010 COMMERCIAL AUTO MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or reinforce coverage are highlighted below. This notice does not reference every change, including editorial changes, made in your policy.

COVERAGE FORMS

BROADENINGS OF COVERAGE

REVISION TO AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT COVERAGE

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 10 – Business Auto Physical Damage Coverage Form

CA 00 20 – Motor Carrier Coverage Form

Coverage is being extended for **ALL** electronic equipment that is permanently installed in or upon locations that are normally used by the auto manufacturer, and that reproduces, receives or transmits audio, visual or data signals and which is powered solely from the vehicle's electrical system. This coverage is similarly extended to electronic equipment that is removable from a housing unit, which is permanently installed in or upon locations that are normally used by the auto manufacturer.

For electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in or upon locations of a **covered** auto **other than** those normally used by the auto manufacturer for the installation of such equipment, coverage will be provided up to a limit of \$1,000. However, this limit may be increased by attaching optional Endorsement **CA 99 60**.

REDUCTIONS OF COVERAGE

REVISION TO AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT COVERAGE

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 10 – Business Auto Physical Damage Coverage Form

CA 00 20 – Motor Carrier Coverage Form

Equipment designed solely for the reproduction of sound, and accessories used with such equipment that is permanently installed in a covered auto, but not in or upon locations normally used by the auto manufacturer, will be subjected to a \$1,000 sublimit.

REINFORCEMENTS OF COVERAGE

REVISION TO THE SUPPLEMENTARY PAYMENTS PROVISION

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 20 – Motor Carrier Coverage Form

The Liability Coverage Supplementary Payments provision and, for CA 00 20, Trailer Interchange Coverage, are revised to reinforce that it applies to court costs taxed against the insured and not to the attorneys' fees or expenses taxed against the insured.

REVISION TO THE FELLOW EMPLOYEE EXCLUSION

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 20 – Motor Carrier Coverage Form

The liability Fellow Employee exclusion is revised to reinforce that consequential injury claims for damages brought by family members of employees injured by fellow employees are not covered.

LIMITS OF INSURANCE AND DEDUCTIBLES PROVISION

CA 00 05 – Garage Coverage Form

CA 00 20 – Motor Carrier Coverage Form

The Limits of Insurance and Deductibles provisions contained in Section III – Garagekeepers Coverage in CA 00 05 and the Trailer Interchange Coverage section of CA 00 20 are revised to reinforce that the full Limit of Insurance is available should the loss exceed the sum of the deductible and the Limit of Insurance.

"WEAR AND TEAR" EXCLUSION

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 10 – Business Auto Physical Damage Coverage Form

CA 00 20 – Motor Carrier Coverage Form

Within Physical Damage Coverage, the "Wear And Tear" exclusion is revised to reinforce that damage due and confined to wear and tear, freezing, mechanical or electrical breakdown and blowouts, punctures or other road damages to tires are excluded unless such loss results from the total theft of a covered auto.

GARAGE REPORTING REQUIREMENTS

CA 00 05 – Garage Coverage Form

The reporting premium basis option under Paragraph C.5.b. of Section IV – Physical Damage Coverage is revised to reinforce that the coinsurance penalty is determined by dividing the total reported value for the involved location by the total actual value at the loss location on the date of the insured's last report. The non-reporting premium basis option under Paragraph C.5.c. of Section IV – Physical Damage Coverage is revised to reinforce that the coinsurance penalty is determined by dividing the Limit of Insurance by the total actual value at the loss location at the time the loss occurred.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

CA 00 05 – Garage Coverage Form

The employment-related practices portion of the Employee Indemnification And Employer's Liability exclusion is revised to reinforce that the exclusion is intended to apply to any injury caused by the malicious prosecution of a person and any injury-causing event associated with employment, whether it occurs before, during or after employment of that person.

GARAGEKEEPERS COVERAGE – DEFINITION OF "CUSTOMER'S AUTO"

CA 00 05 – Garage Coverage Form

The definition of "customer's auto" is reinforced to expressly provide coverage for autos that are in the care of the garagekeeper without regard to the request or consent of the vehicle's owner.

FIRE LEGAL LIABILITY COVERAGE

CA 00 05 – Garage Coverage Form

The Garage Coverage Form CA 00 05 exception to the "insured contract" definition in Section VI pertaining to indemnification of any person or organization for damage by fire to premises rented or loaned to the named insured, is revised to include the additional phrase "or temporarily occupied by you with permission of the owner".

MULTISTATE ENDORSEMENTS

BROADENINGS OF COVERAGE

EXISTING OPTIONAL ENDORSEMENTS

CA 20 02 – Audio, Visual And Data Electronic Equipment Coverage – Fire, Police And Emergency Vehicles (formerly titled Sound-receiving Equipment Coverage – Fire, Police And Emergency Vehicles)

CA 99 60 – Audio, Visual And Data Electronic Equipment Coverage Added Limits (formerly titled Audio, Visual And Data Electronic Equipment Coverage)

CA 99 61 – Loss Payable Clause – Audio, Visual And Data Electronic Equipment Coverage Added Limits (formerly titled Loss Payable Clause – Audio, Visual And Data Electronic Equipment)

CA 99 60 is revised to instruct that the electronic equipment sublimit is in addition to the each "accident" limit shown in the Schedule. The \$250 deductible is also removed from the Schedule of **CA 99 60**, as the Physical Damage Coverage deductible that applies to each covered auto, if any, will now apply to losses to such equipment. Similar revisions are made to **CA 99 61** and **CA 20 02** to track the revisions introduced in the underlying policies as mentioned earlier in this summary.

FIRE LEGAL LIABILITY COVERAGE

CA 25 10 – Damages To Rented Premises Liability Coverage – Garages

CA 25 14 – Broadened Coverage – Garages

Endorsement **CA 25 10** and Section III of Endorsement **CA 25 14** are broadened to include coverage for property damage not caused by fire, to property rented to a named insured for seven or fewer consecutive days.

NEW OPTIONAL ENDORSEMENTS

CA 23 98 – Trailer Interchange Coverage

This endorsement, developed for private carriers insured under the Business Auto Coverage Form, provides comprehensive, specified causes of loss and collision coverage for non-owned trailers. Limited coverage options for fire and fire and theft (similar to that in **CA 23 13 – Trailer Interchange Fire And Fire And Theft Coverages**) are also included.

CA 04 45 – Golf Carts And Low-speed Vehicles

This endorsement provides coverage to any scheduled golf cart or low-speed vehicle that is NOT subject to financial responsibility requirements. No endorsement is necessary for vehicles subject to financial responsibility requirements, as such vehicles fall within the definition of an auto in the ISO Commercial Auto Coverage Forms.

REDUCTIONS OF COVERAGE

EXISTING OPTIONAL ENDORSEMENTS

CA 99 16 – Hired Autos Specified As Covered Autos You Own

Additional insured liability coverage is being eliminated for the owner and lessor of a covered auto for losses resulting from the negligence of said lessor or owner.

CA 20 19 – Repossessed Autos

CA 25 02 – Dealers Driveaway Collision Coverage

CA 20 19 is revised to add language that allows an insurer to reduce its obligation to pay a loss when the inventory value exceeds either the Limit Of Insurance shown in the Schedule or that which was last reported to the insurer. Both **CA 20 19** and **CA 25 02** will also reflect language that is currently contained under the Quarterly or Monthly Reporting Premium Basis within **CA 00 05**, Garage Coverage Form. This language will state that if the first report due is delinquent on the date of a loss, the most an insurer will pay is 75 percent of the Limit Of Insurance shown in the Schedule for the applicable location.

NEW OPTIONAL ENDORSEMENTS

CA 23 97 – Amphibious Vehicles

This endorsement excludes loss to or resulting from the ownership, maintenance, or use of, any type of amphibious vehicle (whether or not self-propelled). This includes loss to any property or equipment contained in or used with any such vehicle while being launched into, used on or beached from the water.

CA 04 42 – Exclusion Of Federal Employees Using Autos In Government Business

This endorsement excludes liability coverage for the United States of America, any of its agencies or any U.S. Government employee for bodily injury or property damage resulting from the operation of an auto that results while the employee is acting within the scope of duty and when Section 2679(c) of the Federal Tort Claims Act requires the U.S. Attorney General to defend the employee in any civil action or proceeding that may be brought for bodily injury or property damage.

CA 04 44 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

When this endorsement is attached to your policy, the Transfer Of Rights Of Recovery Against Others To Us condition is amended to provide that such condition does not apply to the person or organization shown in the Schedule, but only to the extent that subrogation is waived prior to the accident or the loss under a contract with that person or organization.

REINFORCEMENTS OF COVERAGE

EXISTING OPTIONAL ENDORSEMENTS

CA 23 20 – Truckers Endorsement

CA 25 08 – Personal Injury Liability Coverage – Garages

CA 25 14 – Broadened Coverage – Garages

CA 99 37 – Garagekeepers Coverage

CA 99 59 – Garagekeepers Coverage – Customers' Sound-receiving Equipment

The Supplementary Payments provision is revised to reinforce that it applies to court costs taxed against the insured and not to the attorneys' fees or expenses taxed against the insured.

CA 20 19 – Repossessed Autos

CA 20 33 – Autos Leased, Hired, Rented Or Borrowed With Drivers – Physical Damage Coverage

CA 20 78 – Physical Damage Coverage – Autos Held For Sale By Non-dealers

CA 23 13 – Trailer Interchange Fire And Fire And Theft Coverages

CA 23 20 – Truckers Endorsement

CA 25 04 – Fire, Fire And Theft And Limited Specified Causes Of Loss Coverage For Dealers

CA 99 28 – Stated Amount Insurance

CA 99 37 – Garagekeepers Coverage

CA 99 59 – Garagekeepers Coverage – Customers' Sound-receiving Equipment

The Limits Of Insurance and Deductibles provisions are revised to reinforce that the full Limit of Insurance is available should the loss exceed the sum of the deductible and the Limit of Insurance.

CA 23 20 – Truckers Endorsement

Within Physical Damage Coverage, the "Wear And Tear" exclusion is revised to reinforce that damage due and confined to wear and tear, freezing, mechanical or electrical breakdown and blowouts, punctures or other road damages to tires are excluded unless such loss results from the total theft of a covered auto.

CA 25 10 – Damages To Rented Premises Liability Coverage – Garages

CA 25 14 – Broadened Coverage – Garages

Endorsement CA 25 10 and Section III of Endorsement CA 25 14 are reinforced to include coverage for contents of premises rented to the named insured for a period of seven or fewer consecutive days. Additionally, the Schedule and Paragraph C. are revised to specify a \$100,000 standard limit for this coverage, unless another limit is shown in the Schedule.

CA 20 78 – Physical Damage Coverage – Autos Held For Sale By Non-dealers

CA 99 37 – Garagekeepers Coverage

To reinforce the application of the "all perils" deductible, the Schedule in CA 99 37 has been revised to reference "for each customer's auto" and in CA 20 78 the Schedule is revised to reference "each covered auto".

CA 02 38 – Reinstatement Of Insurance

CA 02 40 – Suspension Of Insurance

The Schedule in CA 02 40 is revised, in part, to specify additional coverages that may be suspended in the Schedule and to add an optional field to specify the date when the suspension will end. The endorsement will also state that the suspended coverages as indicated in the Schedule will remain suspended until the Reinstatement Effective Date or the end of the policy period. A similar Schedule is introduced in Endorsement CA 02 38.

CA 24 01 – Transportation Of Seasonal Or Migrant Agricultural Workers (formerly titled Farm Labor Contractors)

The title is revised to reinforce that this endorsement may be used with agricultural employers and agricultural associates, in addition to farm labor contractors. The lead-in language in the Liability Coverage provision is also revised to more closely reflect the provisions of the Migrant And Seasonal Agricultural Worker Protection Act. In addition, the Schedule is revised to include specific identification of those vehicles used for such transportation and the limits of insurance are revised to reflect a combined single-limit approach.

CA 23 13 – Trailer Interchange Fire And Fire And Theft Coverages

This endorsement is revised to eliminate reference to the Business Auto Coverage Form, as this coverage will be provided under new Endorsement CA 23 98, Trailer Interchange Coverage.

CA 20 07 – Emergency Services – Volunteer Firefighters' And Workers' Injuries Limited Exclusion

CA 20 30 – Emergency Services – Volunteer Firefighters' And Workers' Injuries Excluded

CA 20 07 is revised to directly modify the Business Auto Coverage Form instead of Endorsement CA 20 30; thus the title of the endorsement is also revised. This also required that the exclusion that was currently contained in CA 20 30 be introduced in Endorsement CA 20 07. This exclusion is also revised to reinforce that coverage for fellow firefighters and other volunteer workers is not excluded. We also deleted both "using or maintaining a covered 'auto'" to reinforce that bodily injury coverage is only excluded while engaged in volunteer firefighting, rescue squad or ambulance corps operations, and "of the 'insured'" to reinforce that the exclusion applies to all emergency services activities in which a volunteer worker is involved regardless whether acting on behalf of the insured.

CA 25 08 – Personal Injury Liability Coverage – Garages

CA 25 14 – Broadened Coverage – Garages

The employment-related practices portion of the Employee Indemnification And Employer's Liability exclusion is revised to reinforce that the exclusion is intended to apply to any injury caused by the malicious prosecution of a person and any injury-causing event associated with employment, whether it occurs before, during or after employment of that person.

CA 25 14 – Broadened Coverage – Garages

The exclusion for damages arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights under Personal And Advertising Injury Liability Coverage is reinforced so that it does not apply to personal and advertising injury arising out of the use of another's advertising idea in the named insured's advertisement.

CA 03 01 – Deductible Liability Insurance

CA 03 02 – Deductible Liability Insurance

These endorsements are revised to reinforce that only one deductible option applies: either a combined single-limit Liability Coverage Deductible or a Property Damage Only Liability Coverage Deductible.

CA 20 05 – Drive-away Contractors

The Schedule in this endorsement is revised to indicate that the rating of physical damage coverage is now based upon the estimated annual gross receipts in lieu of cost of hire.

CA 20 06 – Driving Schools – Non-owned Autos

This endorsement is revised to include "Non-owned Autos" in the title and to reformat the table in the Schedule to include a new column for "number of owned autos used for driver training".

CA 20 21 – Snowmobiles

The Schedule is revised to remove Comprehensive and Collision as these coverages are insured on a stated amount basis via Stated Amount Insurance Endorsement **CA 99 28**. Also, "Other (non-Physical Damage) Coverage" is added to the Schedule. To accommodate coverage at various limits, the hardcoded limit of \$500 for Medical Payments in the Schedule is deleted. The inapplicability of the exclusions in the Schedule is revised to use a check box approach in lieu of listing the additional premium. Paragraph **B.1.** is deleted, as this exclusion is currently reflected throughout the underlying coverage forms. In addition, the exclusions are generally reinforced to apply only to the vehicles shown in the Schedule of the endorsement.

CA 99 23 – Rental Reimbursement Coverage

This endorsement is revised to remove the Column for "Auto No." in the Schedule in light of the inclusion of a column for "Designation or Description of Covered 'Autos' to which this insurance applies".

CA 99 30 – Tapes, Records And Discs Coverage

A space for the entry of the description or designation of covered autos is added. Additionally, Paragraph **A.** is introduced to provide that the coverage provided applies only to the covered autos described or designated in the Schedule.

CA 99 47 – Employee As Lessor

Paragraph **A.** is revised to reinforce that any auto listed in the Schedule will be considered a covered "auto" that the insured owns.

CA 99 37 – Garagekeepers Coverage

CA 99 59 – Garagekeepers Coverage -- Customers' Sound-receiving Equipment

The definition of "customer's auto" is reinforced to expressly provide coverage for autos that are in the care of the garagekeeper without regard to the request or consent of the vehicle's owner.





IMPORTANT INFORMATION REGARDING YOUR POLICY

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543
1-800-305-4954

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at the following address and telephone number:

Virginia Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
(804) 371-9741
(800) 552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.



NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

This summary of coverage furnished by National Union Fire Insurance Company describes the coverage that will be provided for all those persons called **Insured Persons** as defined in this summary of coverage. Coverage will be provided for losses described herein subject to the terms of the Master Policy (called "the policy" in this summary of coverage). This summary of coverage is issued to the **Policyholder** named in the **Schedule**.

The coverage provided under this summary of coverage is valid only when the required premium due as shown in the **Schedule** has been paid. The complete terms and conditions governing each **Insured Person's** coverage are in the policy issued to the **Policyholder** named in the **Schedule**. The policy may be changed or terminated without consent of or notice to each **Insured Person**.

CONSIDERATION – TERM

Coverage under the policy is provided in consideration of the payment of the premium by the **Policyholder**. The premium due is shown in the **Schedule**. The term of coverage for such **Policyholder** will begin on the Policy Effective Date and end on the Policy Termination Date as shown in the **Schedule**. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder**.

RENEWAL

Coverage may be renewed by **Us** for further consecutive terms by the payment of **Our** premium rate in effect at the time of renewal. If this coverage is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provisions.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the Policy Effective Date shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this summary of coverage.

Coverage for an **Insured Person** will end on the earliest of: (1) the date the policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this summary of coverage; or (3) the date the **Policyholder's** coverage ends.

Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this summary of coverage:



President



Secretary

PLEASE READ THIS SUMMARY OF COVERAGE CAREFULLY.

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SCHEDULE OF COVERAGES

Policyholder: VFIS Trust

Policy Number: VFP-4347-3978D-2

Participating Organization: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
(Name and Address) PO BOX 400440
CHARLOTTESVILLE, VA 22904

Policy Effective Date: 2/1/2012

Term: 1 Year

Policy Termination Date: 2/1/2013

Premium: \$2,195

This summary of coverage provides only those following benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by entry of the word "none" are not provided.

PART COVERAGE

AMOUNT OF INSURANCE

I. Loss of Life Benefits

- A. Accidental Death Benefits
 - (1) Accidental Death Indemnity Benefit\$10,000
 - (2) Seat Belt Benefit Amount.....\$5,000
- B. Illness Loss of Life Benefit\$10,000
- C. Dependent Child Benefit Amount.....\$10,000
- D. Spousal Support Benefit Amount.....\$5,000
- E. Memorial Benefit Amount.....\$2,000

II. Lump Sum Living Benefits

- A. Accidental Dismemberment Principal Sum.....\$10,000
- B. Vision Impairment Benefit.....\$10,000
- C. Injury Permanent Impairment Benefit Principal Sum.....\$10,000
- D. Heart Permanent Impairment Benefit Principal Sum.....\$10,000
- E. Illness Permanent Impairment Benefit Principal Sum\$10,000
- F. Cosmetic Disfigurement Resulting From Burns Principal Sum\$10,000
- G. HIV Positive Lump Sum Benefit.....\$10,000

III. Weekly Income Benefits

- A. Total Disability Benefits
 - (1) Total Disability Weekly Income Benefit (first 28 days)\$100
 - (2) Total Disability Maximum Weekly Amount (after 28 days)\$100
 - (3) Total Disability Minimum Weekly Amount\$25
- B. Partial Disability Benefits
 - (1) Partial Disability Weekly Income Benefit (first 28 days)\$50
 - (2) Partial Disability Maximum Weekly Amount (after 28 days)\$50
 - (3) Partial Disability Minimum Weekly Amount.....\$13

IV. Occupational Retraining Benefit Maximum Amount\$20,000

V. Weekly Injury Permanent Impairment Benefit ☒ Yes ☐ No

VI. Optional Weekly Injury Permanent Impairment COLA Benefit ☐ Yes ☒ No

VII. Medical Expense Benefits

- A. Medical Expense Maximum Amount.....\$10,000
 Medical Expense Benefit Options
 (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits.....☐
 (2) Excess of Workers' Compensation, No-Fault Auto Insurance and Other Group Insurance☐
 (3) Primary Medical Expense Benefit☒
 B. Cosmetic Plastic Surgery Maximum Amount.....\$10,000
 C. Post Traumatic Stress Disorder Maximum Amount\$10,000
 D. Critical Incident Stress Management Maximum Amount (Per Covered Activity)\$2,500
 E. Family Expense Benefit (Per Day).....\$100

VIII. Continuation Of Health Insurance Premium Benefit Maximum Amount.....\$12,000

IX. Transition Benefit☒ Yes ☐ No

X. Felonious Assault Benefit☒ Yes ☐ No

XI. Home Alteration and Vehicle Modification Benefit Maximum Amount\$15,000

XII. Optional Benefits

- A. Weekly Hospital Indemnity Benefit.....none
 B. Additional Disability Weekly Benefit.....none
 C. Extended Total Disability Benefit☐ Yes ☒ No
 D. 24-Hour Accidental Death and Dismemberment Benefit.....none
 E. Off-Duty Activity Accidental Death and Dismemberment Benefitnone

POLICY FORMS ATTACHED AT ISSUANCE:

V40004NUFIC(Rev 01-09)
 V40003NUFIC
 V40018NUFIC(Rev 01-09)-VA
 89644 (07-05)

Summary of Coverage - Volunteer
 Participating Organization Endorsement
 Amendatory Endorsement for Virginia Residents
 Coverage Territory Endorsement

Additional Participating Organizations/Policyholders:

ALLEGHENY MOUNTAIN RESCUE GROUP
BLUE RIDGE MOUNTAIN RESCUE
DELMARVA SEARCH AND RESCUE
MARYLAND SEARCH & RESCUE
MOUNTAINEER AREA RESCUE
POTOMAC VALLEY SEARCH & RESCUE
RAPID ASSISTANCE TO COMMUNITY EMERGENCIES
SHENANDOAH MOUNTAIN RESCUE
SOUTHWEST VIRGINIA MOUNTAIN RESCUE

DEFINITIONS

(Additional defined terms can be found throughout this summary of coverage)

Any capitalized terms in the policy, application, this summary of coverage, and any riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Average Weekly Wage – means an average weekly wage determined by the greater of: (1) the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred; (2) the average weekly wage earned in the 12 months preceding the loss; (3) the annualized weekly wage earned in the three months preceding the loss; or (4) for the self-employed, the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income. The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Consumer Price Index – means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any: (1) emergency response for fire suppression and rescue or emergency medical activity; (2) training exercise which simulates an emergency and where active physical participation is required; (3) **Firematic Events or Contests**; (4) class room training; (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder**, except any activity in football, ice or field hockey, lacrosse, soccer or boxing; (6) official functions attended primarily by members of the **Policyholder** for which the purpose is to further the business of the **Policyholder** (i.e. installation dinners, banquets, etc.); (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** including personal travel or activities undertaken attendant to such convention, conference or meeting; and (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder**. Under no circumstances is there coverage for participation in the athletic events listed in Exclusion number 9.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** or any other organization.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental: (1) apparatus pumping contests; (2) battle of the barrel; (3) antique pumping; (4) hose rolling contests; (5) equipment donning contests; (6) bucket brigades; (7) ladder climbs; (8) tug of war contests; and (9) apparatus operation rodeos.

Gainful Occupation – means an occupation for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hospital - means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes.

Illness – means any disease, sickness, or infection of an **Insured Person** while coverage under the policy is in force as to the **Insured Person**. The **Illness** must: (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate medical treatment; or (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving medical treatment within 48 hours of participation in such **Covered Activity**. The requirement that medical treatment be received within 48 hours is waived for **Infectious Diseases**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Illness**.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease – means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act, such as hepatitis, clostridium, rubella and tuberculosis.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**: (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under the policy is in force as to the **Insured Person**; (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and (3) which is not otherwise defined as an **Illness**. The term **Injury**, for the purposes of this policy, shall not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Insured Person(s) – means any officially designated member of the **Policyholder** while acting as: (1) a volunteer member for the **Policyholder**; (2) any junior member or member in training; (3) any commissioner, director, trustee or other similar position associated with the **Policyholder**; (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** to assist in an emergency, but only during the actual emergency; (5) any auxiliary member; (6) any non-member who is requested to participate by the auxiliary or **Policyholder**; and (7) any member who receives remuneration for "on call" duty or out of pocket expenses subject to the following:

An **Insured Person** will not include a member who looks to the **Policyholder** for their primary source of income while acting within the scope of their employment unless the policy is specifically endorsed to provide coverage for career members. A member will be deemed to look to the **Policyholder** for their primary source of income if they: (1) average 25 hours or more employment per week; or (2) are salaried and work a schedule of more than 25 hours per week. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**.

Other Valid and Collectible Insurance – means any: (1) group plan, program, or insurance policy; (2) any other group hospital, surgical or medical benefit plan; (3) union welfare plans or group employer or employee benefit programs; or (4) any no-fault automobile insurance plan or similar law. **Other Valid and Collectible Insurance** will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is: (1) received without being confined overnight in a **Hospital** as a registered bed patient; (2) an approved therapy program; (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which he or she was confined in a **Hospital** for treatment; (4) administered by a licensed physical therapist; and (5) monitored by a **Physician**.

Partial Disability, Partially Disabled – means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means: (1) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or

experience; or (2) the inability to perform one or more, but not all, of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician – means any duly licensed medical practitioner: (1) who is acting within the scope of his or her license; and (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder – means a non-profit emergency service organization or municipality or political subdivision that elects coverage under the policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the Policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue or ambulance department of the municipality or political subdivision.

Post Traumatic Stress Disorder – means emotional stress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Reasonable and Customary Expense – means an expense which: (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition; (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Schedule – means the Schedule of Coverages which is a part of this summary of coverage.

Total Disability, Totally Disabled – means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means: (1) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or (2) the inability to perform all of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to: (1) line-of-duty death or serious injury to other **Insured Person's**; (2) a single incident having multiple casualties; (3) death or serious injury of a child; and (4) dealing with victims known to the **Insured Person**.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa. **Our** Executive Offices are located at 175 Water Street, 18th Floor, New York, New York 10038.

PART I. LOSS OF LIFE BENEFITS

A. ACCIDENTAL DEATH BENEFITS

(1) **Accidental Death Indemnity Benefit.** **We** will pay the Accidental Death Indemnity Benefit shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

(2) **Seat Belt Benefit.** If an Accidental Death Indemnity Benefit is payable hereunder and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing

a properly fastened automotive seat belt, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**. This Seat Belt Benefit is not payable for **Injuries** sustained by an **Insured Person** while standing inside or on the tailboard of any vehicle.

B. ILLNESS LOSS OF LIFE BENEFIT

We will pay the Illness Loss of Life Benefit shown in the **Schedule** if death to an **Insured Person**: (1) occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Indemnity Benefit; or (2) occurs due to an **Illness** covered as a result of participation in a specific **Covered Activity**. Either: (1) death; or (2) medical treatment for the **Illness** must occur within 48 hours of the **Covered Activity**. The requirement that death occurs or medical treatment for the **Illness** be received within 48 hours is waived for **Infectious Disease**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Illness**.

No Illness Loss of Life Benefit will be payable if an Accidental Death Indemnity Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**, an HIV Positive Benefit was paid to the **Insured Person** under the policy.

C. DEPENDENT CHILD BENEFIT

We will pay the Dependent Child Benefit Amount shown in the **Schedule** for each "Dependent Child" if either an Accidental Death Indemnity Benefit or an Illness Loss of Life Benefit is payable under the policy. **We** may make payment directly to the "Dependent Child's": (1) guardian; or (2) to an individual or institution with custody of the "Dependent Child" if: (a) the "Dependent Child" is a minor or is not competent to give a valid receipt for payment due him or her; and (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative. Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"Dependent Child" means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** final tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

D. SPOUSAL SUPPORT BENEFIT

We will pay the Spousal Support Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse if either an Accidental Death Indemnity Benefit or an Illness Loss of Life Benefit is payable under the policy.

E. MEMORIAL BENEFIT

We will pay the Memorial Benefit Amount shown in the **Schedule** to the **Policyholder**, to be used to cover final expenses incurred by the **Policyholder** on behalf of the **Insured Person**, if either an Accidental Death Indemnity Benefit or an Illness Loss of Life Benefit is payable under the policy.

PART II. LUMP SUM LIVING BENEFITS

A. ACCIDENTAL DISMEMBERMENT BENEFIT

If **Injury** to an **Insured Person** shall result in a "Loss" listed below, **We** will pay the indicated percentage of the Accidental Dismemberment Principal Sum shown in the **Schedule** for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one accident, only one amount, the largest, will be paid.

Accidental Dismemberment Chart

<u>For Loss of:</u>	<u>% of Accidental Dismemberment Principal Sum Payable</u>
Both Hands or Both Feet	100
One Hand and One Foot	100
Entire Sight of Both Eyes	100
One Hand and Entire Sight of One Eye	100
One Foot and Entire Sight of One Eye	100
Speech and Hearing	100
One Arm or One Leg	75
Speech or Hearing	50
One Hand or One Foot	50
Entire Sight of One Eye	50
Both Thumbs	10
One Thumb	5
Each Joint of a Finger or Toe	1

“**Loss**” means, with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. “**Loss**” of speech or hearing means the total and irrecoverable loss of speech and/or hearing. “**Loss**” of sight means the total and irrecoverable loss of sight.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** shall result in “Permanent Damage” to the **Insured Person’s** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This chart shall apply separately to each eye.

Vision Impairment Chart

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the “Permanent Damage”, **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both Accidental Dismemberment Benefits for a loss of sight and Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

Any Vision Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these Benefits.

"Permanent Damage" means, with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay the Injury Permanent Impairment Benefit shown in the **Schedule** if an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants. In no event will an Injury Permanent Impairment Benefit be payable if the Heart Permanent Impairment Benefit or an Illness Permanent Impairment Benefit is paid or payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment value will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". This percentage value will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit payable under the policy.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher then the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit; or
- (3) if a fracture at the second cervical vertebra results in complete quadriplegia with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit or Vision Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits, unless the **Permanent Impairment** rating for an **Injury** is 90% or higher in which case 125% of the Principal Sum is payable.

If the **Insured Person** has an impairment prior to the time of **Injury**, the impairment value that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. HEART PERMANENT IMPAIRMENT BENEFIT

We will pay a Heart Permanent Impairment Benefit shown in the **Schedule** if the **Insured Person** has a "Heart Permanent Impairment" due to a heart condition that results in at least 26 weeks of **Total Disability**, based upon the degree of heart impairment according to the Heart Permanent Impairment Benefit Chart

shown below. The Heart Permanent Impairment Chart shows the percentage of the Heart Permanent Impairment Benefit due.

To Determine the Benefit Payable

No more than nine months after the **Covered Activity**, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Heart Permanent Impairment Benefit is due.

Heart Permanent Impairment Benefit Chart

<u>Left Ventricular Ejection Fraction</u>	<u>New York Heart Association Functional Classification</u>	<u>Heart Permanent Impairment Benefit Due</u>
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%

The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

- | | |
|------------------|------------------------------|
| • Age 40 or less | – 125% of the amount payable |
| • Age 41 to 65 | – 75% of the amount payable |
| • Age 66 or over | – 50% of the amount payable |

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Heart Permanent Impairment Benefit; or,
- (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Heart Permanent Impairment Benefit; or,
- (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Heart Permanent Impairment Benefit.

"Heart Permanent Impairment" means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in: (1) a "Left Ventricular Ejection Fraction" of 30% or less; and (2) a "New York Heart Association Functional Classification" of II, III, or IV; and (3) at least 26 weeks of **Total Disability**.

"Left Ventricular Ejection Fraction" means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

"New York Heart Association Functional Classification" is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I No symptoms and no limitation in ordinary physical activity.
- II Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV Severe limitations. Experiences symptoms even while at rest.

E. ILLNESS PERMANENT IMPAIRMENT BENEFIT

We will pay the Illness Permanent Impairment Benefit shown in the **Schedule** if **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits.

To Determine the Benefit Payable

If the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.

If an **Insured Person** has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is the Illness Permanent Impairment Amount shown in the **Schedule**, less the amount previously paid under the Heart Permanent Impairment Benefit. The percentage schedule as described in the first paragraph of this section will also apply to the total amount payable.

F. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

We will pay the benefits under this provision if, as the result of **Injury**, an **Insured Person** suffers from a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visual exposure (i.e., the higher the classification, the more visual the exposure);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement

Resulting From Burns Principal Sum payable under this benefit. For example, by using the Cosmetic Burn Chart shown below:

- (a) if the entire surface of the right hand and forearm were burned the benefit would be 5 x 4.5% 22.5% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be 5 x 2.25% (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart only represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for any one covered loss. If the **Insured Person** suffers burns in more than one area as a result of any one accident, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Cosmetic Burn Chart

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	99.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit, Injury Permanent Impairment Benefit, Illness Permanent Impairment Benefit, or Heart Permanent Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

G. HIV POSITIVE LUMP SUM LIVING BENEFIT

We will pay the HIV Positive Lump Sum Living Benefit shown in the **Schedule** if, as a direct result of participation in a specific **Covered Activity**, an **Insured Person** tests "HIV Positive".

In the event that an HIV Positive Lump Sum Living Benefit and (1) an Illness Loss of Life Benefit or (2) an Illness Permanent Impairment Benefit are both payable under the policy as a result of any one **Illness** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

"HIV" means human immunodeficiency virus.

"HIV Positive" means the presence of HIV antibodies in the blood of an **Insured Person** as substantiated

through both a positive screening test (enzyme-linked immunosorbent assay, ELISA) and a positive supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positivity as specified by the manufacturer(s).

PART III. WEEKLY INCOME BENEFITS

A. TOTAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Total Disability** terminates on the effective date of such retirement.

B. PARTIAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Partial Disability** terminates on the effective date of such retirement.

C. DISABILITY BENEFITS GENERAL

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is so disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** may be increased after Total Disability Benefits or Partial Disability Benefits have been paid to that **Insured Person** for at least 52 consecutive weeks. The increase will equal the percentage increase, if any, in the **Consumer Price Index** for the preceding calendar year. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**. Any increase in benefits will become effective on July 1 next following the 52 week benefit period. Successive annual increases, if any, on July 1

of each subsequent year will be compounded.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for a benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

We will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**, if, as a result of **Injury** or **Illness**, an **Insured Person** is not able to hold a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he/she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Worker's Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

"**Covered Retraining Expenses**" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay a Weekly Injury Permanent Impairment Benefit if: (1) **Injury** to an **Insured Person** results in a **Permanent Impairment**; and (2) it is determined that the **Insured Person** has a whole person **Permanent Impairment** due to an **Injury**, percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on either the 261st week or 521st week if the Extended Total Disability Benefit is selected from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of the policy, by the percentage value of the **Insured Person's Permanent Impairment**.

Example: If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ($\$600 \times 70\% = \420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** due to an **Injury** rating, if any, will not affect the Weekly Injury Permanent Impairment Benefits paid or payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits paid or payable under the policy.

PART VI. OPTIONAL WEEKLY INJURY PERMANENT IMPAIRMENT COLA BENEFIT

If this Optional Weekly Injury Permanent Impairment COLA Benefit is selected by the **Policyholder** as indicated in the **Schedule** and Weekly Injury Permanent Impairment Benefit becomes payable under the policy, the amount payable will be increased after benefits have been paid for at least 52 consecutive weeks. The percentage of increase will equal the increase in the **Consumer Price Index**. This increased benefit payment will begin on July 1, following the 52 week benefit period. Successive annual increases on July 1 of each year will be compounded.

PART VII. MEDICAL EXPENSE BENEFITS

A. MEDICAL EXPENSE BENEFIT

We will pay the Reasonable and Customary Expenses incurred by an **Insured Person** as a result of an **Injury** or **Illness** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

We will pay the medical expense benefits subject to the Policyholder's choice of 1, 2, or 3 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We will pay** any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act or similar law, but are covered under the policy, **We will pay** such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We will pay** any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.
- (3) If "3" in the **Schedule** is marked with an "X", **We will pay** any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any other group insurance, no fault automobile insurance plan or similar law, or any Workers' Compensation act or similar law.

All medical expense benefits will be paid subject to the terms and limits of each applicable part.

We will not pay more than the Medical Expense Maximum Amount shown in the Schedule for any one Injury or Illness.

"**Home Health Care**" means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. **Home Health Care** must be: (1) performed by a "Home Health Care Practitioner"; (2) in lieu of confinement in a **Hospital** or nursing facility; and (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

"Home Health Care Practitioner" means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a **Home Health Care Practitioner** unless such practitioner is: (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred if an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are paid or payable. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST TRAUMATIC STRESS DISORDER BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred, if, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires medical treatment for a **Post-Traumatic Stress Disorder**. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

We will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team" when such services are: (1) requested and authorized by the **Policyholder**; and (2) are required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force. Covered expenses are those for necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

"Critical Incident Stress Management Team (CISMT)" means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

E. FAMILY EXPENSE BENEFIT

If an **Insured Person** requires **Hospital** confinement for three (3) or more consecutive days for an **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement. This benefit will be payable retroactive to the first day of confinement, after the **Insured Person** has been confined for three (3) consecutive days.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

PART VIII. CONTINUATION OF HEALTH INSURANCE PREMIUM BENEFIT

We will pay a benefit equal to the "Continuation of Health Insurance Premium", up to the Continuation

Health Insurance Premium Benefit Maximum Amount shown in the **Schedule** if: (1) as a result of **Injury** or **Illness**, an **Insured Person** becomes **Totally Disabled**; (2) **We** have paid six weeks of Total Disability Benefits under the policy; and (3) the **Insured Person** is responsible for his or her "Continuation of Health Insurance Premium". The **Insured Person** must submit to **Us** proof that the premium contribution was previously paid by the **Insured Person's** employer or by the **Insured Person** himself or herself. This coverage does not apply if the **Policyholder** provides health insurance benefits for the **Insured Person**. This benefit also does not apply for an **Insured Person** who is: (1) self employed under item 4 of the **Average Weekly Wage** definition; or (2) an officer or a partner in any organization that purchases health insurance for the **Insured Person**.

"Continuation of Health Insurance Premium" means payments by the **Insured Person** to maintain employer-provided individual or family health insurance, after the employer paid premium or contribution becomes the responsibility of the **Insured Person**.

PART IX. TRANSITION BENEFIT

If this Transition Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Weekly Disability Benefit if, while the **Insured Person** is receiving Total Disability benefits under the policy, he or she is terminated from his or her regular employment and so remains unemployed after his or her Total Disability benefits end under the policy. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

PART X. FELONIOUS ASSAULT BENEFIT

If this Felonious Assault Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a benefit when the **Insured Person** suffers as a result of a "Felonious Assault" that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, one or more losses for which benefits are payable under the Accidental Death Indemnity Benefit, Accidental Dismemberment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, Illness Permanent Impairment Benefit, or Vision Impairment Benefit provided by the policy.

The amount payable is an additional 50% of the total amount payable under all the benefits specified above. Only one benefit is payable for all losses as a result of the same "Felonious Assault".

This benefit is not applicable if the **Insured Person** is a police officer.

"Felonious Assault" means any willful or unlawful use of force upon the **Insured Person**: (1) with the intent to cause bodily injury to the **Insured Person**; and (2) that results in bodily harm to the **Insured Person**; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART XI. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under the policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and

- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for "Home Alteration and Vehicle Modification Expenses" that are incurred within one year after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.

We will pay any "Home Alteration and Vehicle Modification Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

"Home Alteration and Vehicle Modification Expenses" means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) is agreed to and approved by **Us**.

PART XII. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL INDEMNITY BENEFIT

The Weekly Hospital Indemnity Benefit is only provided under the policy if it is selected by the **Policyholder**. If Weekly Income Benefits are payable under the policy, **We** will also pay the Weekly Hospital Indemnity Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Illness**.

The Weekly Hospital Indemnity Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Indemnity Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 52 weeks for all **Injuries** or **Illnesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Indemnity Benefit Amount shown in the **Schedule** is doubled.

B. ADDITIONAL DISABILITY WEEKLY BENEFIT

The Additional Disability Weekly Benefit is only provided under the policy if it is selected by the **Policyholder**. If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under the policy, **We** will pay a one time additional weekly benefit equal to the Additional Disability Weekly Benefit shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Additional Disability Weekly Benefit for each full day of **Total Disability**. **We** will pay the Additional Disability Weekly Benefit in addition to any other weekly benefit payable under the policy.

C. EXTENDED TOTAL DISABILITY BENEFIT

The Extended Total Disability Benefit is only provided under the policy if it is selected by the **Policyholder** and the benefit is indicated in the **Schedule**. If the **Insured Person** is **Totally Disabled**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from 260 to 520 weeks.

D. 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The 24-Hour Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** at any time, whether it be during a **Covered Activity** or not, that results in the "Covered Person's" accidental death or dismemberment such that:

- (1) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit is payable under the policy; or
- (2) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit would otherwise be payable under the policy but for the **Injury** not being suffered during a **Covered Activity**.

Any 24-Hour Accidental Death and Dismemberment Benefit payable is in addition to any Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit payable under the policy.

"**Covered Person**", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

E. OFF-DUTY ACTIVITY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Off-Duty Activity Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** during an activity that is not a **Covered Activity** that results in the "Covered Person's" accidental death or dismemberment. In the event of death the benefit amount payable will be equal to the Off-Duty Activity Accidental Death and Dismemberment Benefit indicated in the **Schedule**. In the event of dismemberment or vision loss the benefit amount payable will be calculated from the Off-Duty Activity Accidental Death and Dismemberment Benefit amount indicated in the **Schedule** and the Accidental Dismemberment Chart and the Vision Impairment Chart.

The Off-Duty Activity Accidental Death and Dismemberment Benefit is not available under the policy if the 24-Hour Accidental Death and Dismemberment Benefit is provided under the policy.

"**Covered Person**", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries while sane;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising therefrom, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by the policy;
- (8) military service of any state or country;
- (9) any activity in football, ice hockey, field hockey, lacrosse, soccer and boxing or
- (10) any league sports event, except as covered under the Organized Team Sports Rider.

OTHER COVERAGE WITH THIS COMPANY

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, the application(s), the summary of coverage(s), and any attached riders, endorsements, amendments, and additional papers make up the entire contract between the **Policyholder** and **Us**.

No change in the policy and the summary of coverage shall be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy or the summary of coverage. No agent may change or waive any of the provisions of the policy or the summary of coverage.

Statements: In the absence of fraud, all statements made by the **Policyholder** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** unless a copy of the statement is furnished to the **Insured Person** or his or her beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the Policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: The policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period the policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon thereafter as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** Executive Offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, shall be deemed notice to **Us**.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder's** name, and the **Policy Number**.

Proof of Loss: If the policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible. However, proof must be given as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss, **We** will pay any benefits due. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in the policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

At the **Policyholder's** request, **We** may (at **Our** option) pay benefits to the **Policyholder**. The **Policyholder** will then pay the **Insured Person** or beneficiary entitled to receive the benefits.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under the policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on the policy within 60 days after written proof of loss has been given as required by the policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** or **Us**. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of the policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Examination and Audit: **We** shall be permitted to examine and audit a **Policyholder's** records relating to the policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the

policy or until all claims have been settled or adjusted, whichever is later.

New Entrants: New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under the policy.

Duty to Cooperate: The **Policyholder** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under the policy. The **Policyholder** will not voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder**.

Not In Lieu Of Workers' Compensation: The policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of the policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: The policy is non-assignable. An **Insured Person** may not assign any of his or her rights, privileges or benefits under the policy.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: VFIS Trust
Participating Organization: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
Policy Number: VFP-4347-3978D-2

PARTICIPATING ORGANIZATION ENDORSEMENT

This endorsement is attached to and made part of the policy and summary of coverage as of the Policy Effective Date shown in the Schedule. It applies only with respect to **Injuries** and **Illnesses** that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the policy except as they are specifically modified by this endorsement.

1. All references in the policy, application, the summary of coverage(s), rider(s), or endorsement(s) to the "Policyholder" (except as shown in the **Schedule**), the "Policy Effective Date", the "Policy Termination Date", and the "policy anniversary date" may also, where applicable, mean the "**Participating Organization**", the "Participating Organization's Effective Date", the "Participating Organization's Termination Date", and the "participating organization's anniversary date" respectively.
2. The following sections are hereby added to the policy:

PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

Effective Date. A **Participating Organization's** coverage under the policy begins on the later of: (1) the Participating Organization Effective Date shown in the Application at 12:01 AM at the address of the **Participating Organization** shown in the **Schedule**; or (2) the Policy Effective Date shown in the **Schedule**.

Termination Date. We may terminate the **Participating Organization's** coverage under the policy by giving 30 days advance notice in writing to the **Participating Organization**. The **Participating Organization's** coverage under the policy may also, at any time, be terminated by the mutual written consent of **Us** and the **Participating Organization**. Termination of the **Participating Organization's** coverage takes effect at 12:01 AM at the **Participating Organization's** address on the date of termination.

PARTICIPATING ORGANIZATION PREMIUM

Premiums. Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. We may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

3. The following language applies to each summary of coverage, rider and endorsement attached to the policy:

Any benefits included in the summary of coverage, riders and endorsement attached to the policy apply only with respect to **Injuries**, and **Illnesses**, and losses of life, and impairments that occur on or after the later of: (1) the effective date of each rider or endorsement; or (2) the effective date of the **Participating Organization's** coverage under the policy. Each benefit applies with respect to a

Participating Organization's coverage under the policy only if the **Participating Organization** has elected the coverage described in each summary of coverage, rider or endorsement as indicated in the proposal attached to the Application prepared for the Participating Organization.

This Endorsement takes effect on 2/1/2012 at 12:01 A.M., and it expires concurrently with the policy and is subject to all of the provisions, definitions, limitations, and conditions of the policy not inconsistent herewith.

Attached to and made a part of Policy No. VFP-4347-3978D-2 issued to APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC by the National Union Fire Insurance Company of Pittsburgh, Pa. but the same shall not be binding on the Company unless countersigned by its duly authorized agent.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

Countersigned by: _____

(Licensed Resident Agent)
(Where Required by Law)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: VFIS Trust
Participating Organization: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
Policy Number: VFP-4347-3978D-2

Amendatory Endorsement for Virginia Residents

This Amendatory Endorsement is attached to and made part of the Summary of Coverage, form number V40004NUFIC(Rev 01/09) as of the Policy Effective Date shown in the Schedule. It applies only with respect to **Illnesses and/or Injuries** on or after that date. It is subject to the provisions, benefits, and exclusions of the Policy except as they are specifically modified by this Amendatory Endorsement.

1. The section entitled "Notice of Claim", appearing under the General Provision on page 21 of the summary of coverage, is hereby deleted and replaced by the following.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** Executive Offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, shall be deemed notice to **Us**. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as was reasonably possible.

2. The section entitled "Proof of Loss", appearing under the General Provision on page 22 of the summary of coverage, is hereby deleted and replaced by the following.

Proof of Loss: If the policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable and subsequent written proofs of continuance of such disability must be furnished to **Us** at such intervals as **We** may reasonably require. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible. However, proof must be given as soon as reasonably possible.

3. The section entitled "Time of Payment of Claims", appearing under the General Provision on page 22 of the summary of coverage, is hereby deleted and replaced by the following.

Time of Payment of Claims: When **We** receive written proof of loss, for other than loss of time, **We** will pay any benefits due within 60 days after the receipt of the proof of loss. Subject to **Our** receipt of due written proof of loss benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

4. The provision shown below is hereby added to and becomes a part of the section entitled "**General Provisions**". The new provision entitled "Claims Experience Disclosure" will appear as the last provision of the "**General Provisions**".

Claims Experience Disclosure. We, upon request, shall provide the **Policyholder** with a complete record of the **Policyholder's** medical claims experience or medical costs incurred under the policy. The record will be made available promptly to the **Policyholder** upon request made not less than 30 days prior to the date upon which the premiums or contractual terms of the policy may be amended.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Endorsement:

A stylized handwritten signature in black ink, consisting of a large 'P' followed by a series of loops and a horizontal stroke.

President

A handwritten signature in black ink, starting with a 'D' and followed by several loops and a horizontal stroke.

Secretary

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

This endorsement, effective 12:01 A.M. 2/1/2012 forms a part of Policy No. VFP-4347-3978D-2 issued to APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC by National Union Fire Insurance Company of Pittsburgh, PA

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

A stylized handwritten signature in black ink, consisting of a large 'P' followed by a series of loops and a horizontal stroke.

President

A handwritten signature in black ink, starting with a large 'D' and followed by several loops and a horizontal stroke.

Secretary



Dear Valued Client:

Thank you for selecting the VFIS Accident and Sickness Program. This coverage is intended to provide financial security to your members and their families in the event of an injury or illness occurring while performing normal duties of your organization.

It is unfortunate that tens of thousands of emergency service personnel suffer disabling injuries each year. VFIS is committed to identifying patterns associated with these injuries and developing programs which can help reduce the frequency and severity of these incidents.

We request that you review the beneficiary selections with your covered individuals and use beneficiary forms to update any records that are outdated. Marriages, divorces and deaths can affect beneficiary selections and a periodic review, at least every few years, is very important. **The completed forms should be kept on file at your department**, so that if beneficiary changes are necessary, the forms are readily available. You can find beneficiary forms at www.vfis.com under the Claims tab. Also available is a beneficiary poster, intended to provide a reminder about the importance of updating beneficiary cards, which is small enough to be displayed on a bulletin board in the station. Please order the poster(s) from Trish Laird at 800-233-1957, extension 7465 or via email to plaird@glatfelters.com.

Also available from our website are claim reports, attending physician statements and a claim service guide to help you administer your Accident & Sickness program. As a VFIS insured, the majority of our Education, Training and Risk Control programs, posters and literature are available to you at no charge. I encourage you to review all of the information and documentation available at our website, www.vfis.com.

I know we share the mutual goal of keeping your emergency service personnel safe and injury free. We believe using these programs will be a positive step. We encourage you to take advantage of our programs and forms. If you require additional assistance, please contact your insurance agent or VFIS Risk Control Services at (800) 233-1957.

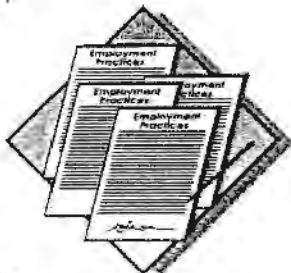
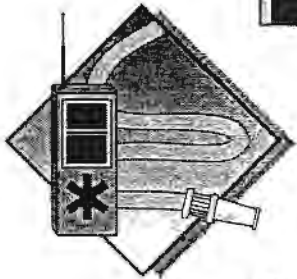
Sincerely,



Troy Markel, CIC, CRM
President VFIS



T. Randy Hess, AAS
Director, VFIS Risk Control Services



A Division of Glatfelter Insurance Group

Accident & Sickness Claim Service Guide for Insureds and Agents

Introduction

On behalf of VFIS and your agent, thank you for placing your trust and business with VFIS. We intend to provide the most comprehensive and professional insurance services available.

A vital first step in the successful handling of a claim is prompt and accurate notification to us of your claim. By providing timely, relevant information concerning your organization's claim, you will assist us in serving your claim needs.

It is our hope that you will never experience the inconvenience of a claim. If you do, you have our resources, experience, and knowledge to rely upon.

ACCIDENT & SICKNESS CLAIMS

- A. **NON-FATAL CLAIMS**-All non-fatal claims should be reported directly to your agent's office as soon as possible.

To process these claims, please provide the following information:

1. Completed Accident Report (These forms are provided with the policy and additional forms will be provided upon request), which includes the following:
 - a. The top section must be completed and signed by the injured person, giving a clear description of the activity and circumstances surrounding the injury.
 - b. The bottom section must be completed by a fire company official (other than the injured person), certifying that the information on the report is true.
2. Confirmation of disability by the attending physician. If disability persists, confirmation will be required approximately once a month. Ongoing disability payments are made once every two weeks as disability is confirmed. Wage verification will be needed if disability persists longer than 30 days.

- B. **FATAL CLAIMS-ALL FATAL CLAIMS SHOULD BE REPORTED IMMEDIATELY BY PHONE TO US.**
In addition, please notify your agent's office.

To process these claims, please provide the following information:

1. Completed Accident Report signed by next of kin
2. Statement of fire officer in charge
3. Copy of fire company log
4. Beneficiary card or letter from Secretary of the insured organization stating that there is no beneficiary card
5. Death Certificate (certified copy)
6. Autopsy report and/or hospital records (if available, if not we will obtain these items)
7. Police report and newspaper articles (if available)

ACCIDENT/SICKNESS CLAIM REPORT

Please Complete and Mail To:



VFIS

P.O. Box 5126, York, Pennsylvania 17405-9726
Call (717) 741-0911 · Toll Free: (800) 233-1957
Fax (717) 747-7051

**PLEASE COMPLETE THIS FORM
IN FULL FOR PROMPT SERVICE.**

**NOTE: IMPORTANT STATE INFORMATION
ON REVERSE SIDE**

DATE OF THIS REPORT _____

TO BE COMPLETED BY INJURED PERSON

Name _____ Home Telephone No. (AC) _____
Work Telephone No. (AC) _____
Soc. Sec. No. _____
Home Address _____ City _____ State _____ Zip _____
Date of Accident or Organization's Activity _____ Year: _____ Occurred _____ am
Date of Birth _____ Sex _____ Weight _____ Height _____ Marital Status _____ pm
Full-Time/Regular Occupation _____ Income: Weekly _____ Yearly _____
Name and address of full-time employer _____
Employer Telephone No.: _____ Length of employment in this work: _____

Please completely answer the next three questions:

1. What activity were you involved in when injured or became ill?

2. How did accident or sickness occur?

3. What is your injury or sickness?

Give date of first day of full-time occupation missed due to above accident and sickness _____

Give date you were able to return to work _____

Attending Physician's Name, Address and Telephone Number _____

Name and Address of Hospital _____
Dates Hospitalized
From _____ Year _____
To _____ Year _____

AUTHORIZATION TO DOCTOR, HOSPITAL, CLINIC, OR WORKERS' COMPENSATION CARRIER TO RELEASE MEDICAL INFORMATION

Please furnish VFIS, Inc. with information they may request regarding details of my past medical history and physical condition. A photostatic copy of this authorization shall be considered as valid as the original. Your help is greatly appreciated.

Signature of Injured Member or Next of Kin _____ Relationship _____ Date _____

TO BE COMPLETED BY OFFICIAL OF NAMED INSURED ORGANIZATION (must be other than Injured Person)

• Was the injured person a member of your organization at the time of the above described incident? Yes No
• If claimant is a member of organization, please circle type of member: junior adult auxiliary (Circle one)
• Was the injured person engaged in an authorized activity of your organization at the time of injury or commencement of sickness? Yes No
• Name and Address of Insured Organization _____
• Policy Number _____
• Organization Telephone Number _____
• Home Telephone Number of Official Signing Below _____

I certify that the above is true.

• Signed _____ • Title _____ • Date _____

Applicable in Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material hereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in California

For your protection, California law requires the following to appear in this form:

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in all other states

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ACCIDENT/SICKNESS CLAIM REPORT

Please Complete and Mail To:

**PLEASE COMPLETE THIS FORM
IN FULL FOR PROMPT SERVICE.**



VFIS

P.O. Box 5126, York, Pennsylvania 17405-9726
Call (717) 741-0911 · Toll Free: (800) 233-1957
Fax (717) 747-7051

NOTE: IMPORTANT STATE INFORMATION
ON REVERSE SIDE

DATE OF THIS REPORT _____

TO BE COMPLETED BY INJURED PERSON

Name _____ Home Telephone No. (AC) _____)
Work Telephone No. (AC) _____)
Soc. Sec. No. _____)
Home Address _____ City _____ State _____ Zip _____
Date of Accident or Organization's Activity _____ Year: _____ Occurred _____ am
Date of Birth _____ Sex _____ Weight _____ Height _____ Marital Status _____ pm
Full-Time/Regular Occupation _____ Income: Weekly _____ Yearly _____
Name and address of full-time employer _____
Employer Telephone No.: _____ Length of employment in this work: _____

Please completely answer the next three questions:

1. What activity were you involved in when injured or became ill?

2. How did accident or sickness occur?

3. What is your injury or sickness?

Give date of first day of full-time occupation missed due to above accident and sickness _____

Give date you were able to return to work _____

Attending Physician's Name, Address and Telephone Number _____

Name and Address of Hospital _____
Dates Hospitalized
From _____ Year _____
To _____ Year _____

AUTHORIZATION TO DOCTOR, HOSPITAL, CLINIC, OR WORKERS' COMPENSATION CARRIER TO RELEASE MEDICAL INFORMATION

Please furnish VFIS, Inc. with information they may request regarding details of my past medical history and physical condition. A photostatic copy of this authorization shall be considered as valid as the original. Your help is greatly appreciated.

Signature of Injured Member or Next of Kin _____ Relationship _____ Date _____

TO BE COMPLETED BY OFFICIAL OF NAMED INSURED ORGANIZATION (must be other than Injured Person)

• Was the injured person a member of your organization at the time of the above described incident? Yes No
• If claimant is a member of organization, please circle type of member: junior adult auxiliary (Circle one)
• Was the injured person engaged in an authorized activity of your organization at the time of injury or commencement of sickness? Yes No
• Name and Address of Insured Organization _____
• Policy Number _____
• Organization Telephone Number _____
• Home Telephone Number of Official Signing Below _____

I certify that the above is true.

• Signed _____ • Title _____ • Date _____

Applicable In Pennsylvania

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Applicable In New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable In California

For your protection, California law requires the following to appear in this form:

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in all other states

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



ATTENDING PHYSICIAN'S STATEMENT

Please Complete and Mail To:

VFIS
P.O. Box 5126, York, Pennsylvania 17405-9726
Call (717) 741-0911 · Toll Free: (800) 233-1957
Fax # (717) 747-7051

PLEASE COMPLETE THIS FORM
IN FULL FOR PROMPT SERVICE.

NOTE: IMPORTANT STATE INFORMATION
ON REVERSE SIDE

Name of Patient _____ Age _____
Address _____ Telephone _____
Regular Occupation _____
Name of Insured Organization _____ Policy No. _____

IMPORTANT

Have Insured Member (Patient) sign following Authorization

I hereby authorize any hospital, physician, or other person who has attended me or examined me to furnish to VFIS, Inc., any and all information with respect to any accident or illness, medical history, consultation, prescriptions or treatment, and copies of all hospital or medical records. A photostatic copy of this authorization shall be considered as effective and valid as the original.

Signature _____
Insured Member Patient

PART B - TO BE COMPLETED BY ATTENDING PHYSICIAN

Dear Doctor:

The above named individual has filed a claim for benefits as a result of the Accident/Sickness for which he is currently or has been under your care. In order that we might give his claim proper attention, would you kindly answer the following questions at your earliest convenience and forward completed form to us. ***The Company does not assume any expense incidental to the completion of this form.**

(1) Diagnosis and Concurrent Conditions
(If Fracture or Dislocation, Describe Nature and Location,
If Sickness Describe Nature)

(2A) When Did Symptoms First Appear or Accident Happen? Date _____ Year _____
(B) When Did Patient Consult You For This Condition? Date _____ Year _____
(C) Has Patient Ever Had Same or Similar Condition? Yes _____ No _____
(If Yes, State When and Describe)

(3A) Nature of Surgical Procedure, If Any (Describe Fully) - Date Performed _____ Year _____

(B) If Performed in Hospital, Give Name and Address - Inpatient _____ Outpatient _____

(4) What other Services, If Any, Did You Provide Patient?

(5) Is Patient Still Under Your Care For This Condition? Yes _____ No _____
If "No" Give Date Your Services Terminated. Date _____

(6A) How Long Was or Will Patient Be Continuously Totally Disabled (Unable To perform Regular Occupation) Due to Diagnosis in #1 Above? From _____ Year _____ Thru _____ Year _____
(B) How Long Was or Will Patient Be Partially Disabled? From _____ Year _____ Thru _____ Year _____
(C) Approximate Date Patient Will Return To Work If Still Disabled. _____ Year _____

Date _____ Signature _____
(attending physician) (degree) (telephone no.)
Street Address City or Town State or Providence Zip Code

Applicable in Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material hereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in California

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Applicable in all other states

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



ATTENDING PHYSICIAN'S STATEMENT

Please Complete and Mail To:

VFIS

P.O. Box 5126, York, Pennsylvania 17405-9726

Call (717) 741-0911 • Toll Free: (800) 233-1957

Fax # (717) 747-7051

PLEASE COMPLETE THIS FORM
IN FULL FOR PROMPT SERVICE.

NOTE: IMPORTANT STATE INFORMATION
ON REVERSE SIDE

Name of Patient _____ Age _____

Address _____ Telephone _____

Regular Occupation _____

Name of Insured Organization _____ Policy No. _____

IMPORTANT

Have Insured Member (Patient) sign following Authorization

I hereby authorize any hospital, physician, or other person who has attended me or examined me to furnish to VFIS, Inc., any and all information with respect to any accident or illness, medical history, consultation, prescriptions or treatment, and copies of all hospital or medical records. A photostatic copy of this authorization shall be considered as effective and valid as the original.

Signature _____

Insured Member Patient

PART B - TO BE COMPLETED BY ATTENDING PHYSICIAN

Dear Doctor:

The above named individual has filed a claim for benefits as a result of the Accident/Sickness for which he is currently or has been under your care. In order that we might give his claim proper attention, would you kindly answer the following questions at your earliest convenience and forward completed form to us. ***The Company does not assume any expense incidental to the completion of this form.**

- (1) Diagnosis and Concurrent Conditions
(If Fracture or Dislocation, Describe Nature and Location,
If Sickness Describe Nature)

(2A) When Did Symptoms First Appear or Accident Happen? Date _____ Year _____

(B) When Did Patient Consult You For This Condition? Date _____ Year _____

(C) Has Patient Ever Had Same or Similar Condition? Yes _____ No _____ Year _____
(If Yes, State When and Describe)

(3A) Nature of Surgical Procedure, If Any (Describe Fully) - Date Performed _____ Year _____

(B) If Performed in Hospital, Give Name and Address - Inpatient _____ Outpatient _____

(4) What other Services, If Any, Did You Provide Patient?

(5) Is Patient Still Under Your Care For This Condition? Yes _____ No _____
If "No" Give Date Your Services Terminated. Date _____

(6A) How Long Was or Will Patient Be Continuously
Totally Disabled (Unable To perform Regular Occupation)
Due to Diagnosis in #1 Above? From _____ Year _____ Thru _____ Year _____

(B) How Long Was or Will Patient Be Partially Disabled? From _____ Year _____ Thru _____ Year _____

(C) Approximate Date Patient Will Return To Work If
Still Disabled. _____ Year _____

Date _____ Signature _____

Street Address _____ City or Town _____ (attending physician) _____ (degree) _____ (telephone no.) _____
State or Providence _____ Zip Code _____

Applicable in Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material hereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in California

For your protection, California law requires the following to appear in this form:

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in all other states

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



Beneficiary Designation for Accident & Sickness Policy

Complete this block each time this form is used—Please Print

Name of Organization _____ State _____

Member's /Employee's Name _____

Member's Date of Birth _____ Date Member Joined Organization _____

Complete, sign and date this block if you wish to name or change your beneficiary.

I hereby designate the following beneficiary(ies) with respect to amounts payable as indemnity for loss of life under the referenced Accident & Sickness Policy and hereby revoke any designation of beneficiary thereunder heretofore made by me. I direct that any amounts payable under said policy to my beneficiary(ies) named below be paid to those of Primary Beneficiary who survive me, otherwise to those surviving in Contingent Beneficiary, in proportion to the percentages listed.

Primary (Please refer to back of form for examples)

Beneficiary: Name _____ Relationship _____ Date of Birth _____ Share _____ %

Name _____ Relationship _____ Date of Birth _____ Share _____ %

Contingent

Beneficiary: Name _____ Relationship _____ Date of Birth _____ Share _____ %

Name _____ Relationship _____ Date of Birth _____ Share _____ %

If none of the above-named beneficiaries are living at the time of my death, I direct that payment be made in accordance with the terms of the policy. I reserve the right to revoke or change this designation.

Signature _____ Date _____

This form should be retained in the files of your department or organization and reviewed and updated on a regular basis.

C01 008A (11/05)



Beneficiary Designation for Accident & Sickness Policy

Complete this block each time this form is used—Please Print

Name of Organization _____ State _____

Member's /Employee's Name _____

Member's Date of Birth _____ Date Member Joined Organization _____

Complete, sign and date this block if you wish to name or change your beneficiary.

I hereby designate the following beneficiary(ies) with respect to amounts payable as indemnity for loss of life under the referenced Accident & Sickness Policy and hereby revoke any designation of beneficiary thereunder heretofore made by me. I direct that any amounts payable under said policy to my beneficiary(ies) named below be paid to those of Primary Beneficiary who survive me, otherwise to those surviving in Contingent Beneficiary, in proportion to the percentages listed.

Primary (Please refer to back of form for examples)

Beneficiary: Name _____ Relationship _____ Date of Birth _____ Share _____ %

Name _____ Relationship _____ Date of Birth _____ Share _____ %

Contingent

Beneficiary: Name _____ Relationship _____ Date of Birth _____ Share _____ %

Name _____ Relationship _____ Date of Birth _____ Share _____ %

If none of the above-named beneficiaries are living at the time of my death, I direct that payment be made in accordance with the terms of the policy. I reserve the right to revoke or change this designation.

Signature _____ Date _____

This form should be retained in the files of your department or organization and reviewed and updated on a regular basis.

C01:008A (11/05)

Specifying Beneficiaries

Individual (always show relationship to the insured)	*Primary Beneficiary	**Contingent Beneficiary	Second Contingent Beneficiary
One Beneficiary	Jane Ann Jones, wife, 100%	(leave blank)	(leave blank)
One Primary Beneficiary and one Contingent Beneficiary	Jane Ann Jones, wife, 100%	David Lee Jones, son, 100%	(leave blank)
Two primary beneficiaries and one contingent beneficiary	Arthur Leo Jones, father, 50% Grace Hays Jones, mother 50%	Marie Jones Ford, sister, 100%	(leave blank)
One Primary Beneficiary, unnamed children as first Contingent Beneficiary and two second Contingent Beneficiaries	Jane Ann Jones, wife, 100%	Children born of my marriage to Jane Ann Jones, to share equally	Arthur Leo Jones, father, 50% Grace Hays Jones, mother, 50%
Unequal distribution (always use percentages)	Grace Hays Jones, mother, 50% Mary Jones Ford, sister, 25% William Roger Jones, brother, 25%	Surviving Primary Beneficiaries share equally in the portion designated for any Beneficiary(ies) who predeceases the insured	(leave blank)
Insured's Estate	Executors, Administrators or Assigns of the Insured	(leave blank)	(leave blank)

* Primary Beneficiary is the person(s) who will receive the insurance proceeds.

** Contingent Beneficiary is the person(s) who will receive the insurance proceeds if the primary beneficiary is not alive at your death.

Specifying Beneficiaries

Individual (always show relationship to the insured)	*Primary Beneficiary	**Contingent Beneficiary	Second Contingent Beneficiary
One Beneficiary	Jane Ann Jones, wife, 100%	(leave blank)	(leave blank)
One Primary Beneficiary and one Contingent Beneficiary	Jane Ann Jones, wife, 100%	David Lee Jones, son, 100%	(leave blank)
Two primary beneficiaries and one contingent beneficiary	Arthur Leo Jones, father, 50% Grace Hays Jones, mother 50%	Marie Jones Ford, sister, 100%	(leave blank)
One Primary Beneficiary, unnamed children as first Contingent Beneficiary and two second Contingent Beneficiaries	Jane Ann Jones, wife, 100%	Children born of my marriage to Jane Ann Jones, to share equally	Arthur Leo Jones, father, 50% Grace Hays Jones, mother, 50%
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Insured's Estate	Executors, Administrators or Assigns of the Insured	(leave blank)	(leave blank)

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Beneficiary Designation for Accident & Sickness Policy

Complete this block each time this form is used—Please Print

Name of Organization _____ State _____

Member's /Employee's Name _____

Member's Date of Birth _____ Date Member Joined Organization _____

Complete, sign and date this block if you wish to name or change your beneficiary.

I hereby designate the following beneficiary(ies) with respect to amounts payable as indemnity for loss of life under the referenced Accident & Sickness Policy and hereby revoke any designation of beneficiary thereunder heretofore made by me. I direct that any amounts payable under said policy to my beneficiary(ies) named below be paid to those of Primary Beneficiary who survive me, otherwise to those surviving in Contingent Beneficiary, in proportion to the percentages listed.

Primary (Please refer to back of form for examples)

Beneficiary: Name _____ Relationship _____ Date of Birth _____ Share _____ %

Name _____ Relationship _____ Date of Birth _____ Share _____ %

Contingent

Beneficiary: Name _____ Relationship _____ Date of Birth _____ Share _____ %

Name _____ Relationship _____ Date of Birth _____ Share _____ %

If none of the above-named beneficiaries are living at the time of my death, I direct that payment be made in accordance with the terms of the policy. I reserve the right to revoke or change this designation.

Signature _____ Date _____

This form should be retained in the files of your department or organization and reviewed and updated on a regular basis.

C01 008A (11/05)



Beneficiary Designation for Accident & Sickness Policy

Complete this block each time this form is used—Please Print

Name of Organization _____ State _____

Member's /Employee's Name _____

Member's Date of Birth _____ Date Member Joined Organization _____

Complete, sign and date this block if you wish to name or change your beneficiary.

I hereby designate the following beneficiary(ies) with respect to amounts payable as indemnity for loss of life under the referenced Accident & Sickness Policy and hereby revoke any designation of beneficiary thereunder heretofore made by me. I direct that any amounts payable under said policy to my beneficiary(ies) named below be paid to those of Primary Beneficiary who survive me, otherwise to those surviving in Contingent Beneficiary, in proportion to the percentages listed.

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Name _____ Relationship _____ Date of Birth _____ Share _____ %

Contingent

Beneficiary: Name _____ Relationship _____ Date of Birth _____ Share _____ %

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C01 008A (11/05)

Specifying Beneficiaries

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One Primary Beneficiary and one Contingent Beneficiary	Jane Ann Jones, wife, 100%	David Lee Jones, son, 100%	(leave blank)
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Insured's Estate	Executors, Administrators or Assigns of the Insured	(leave blank)	(leave blank)

* Primary Beneficiary is the person(s) who will receive the insurance proceeds.

** Contingent Beneficiary is the person(s) who will receive the insurance proceeds if the primary beneficiary is not alive at your death.

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One Primary Beneficiary, unnamed children as first Contingent Beneficiary and two second Contingent Beneficiaries	Jane Ann Jones, wife, 100%	Children born of my marriage to Jane Ann Jones, to share equally	Arthur Leo Jones, father, 50% Grace Hays Jones, mother, 50%
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Insured's Estate	Executors, Administrators or Assigns of the Insured	(leave blank)	(leave blank)

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