CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from the NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

LMA9098B
10 December 2019

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

01/09/13
LMA9030

RISK DETAILS / DECLARATIONS

UNIQUE MARKET REFERENCE NUMBER: B1820WLS22A039

TYPE: Professional and General Liability Insurance.

INTEREST: Medical Professional Liability and Educators Errors and Omissions Insurance, as more fully set forth in the Policy Wording identified herein.

Item 1. INSURED:

A. Named **Insured**: THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

B. Named **Insured**'s Address:
Office of the Chancellor, 401 Golden Shore, 5th Floor, Long Beach, California 90808-4210, USA

Item.2
POLICY PERIOD:

From: 1st July 2022
To: 1st July 2023
Both dates at 12:01 a.m., Local Standard Time at the Named **Insured**'s address shown in Item 1(b).

Item 3.
LIMITS OF LIABILITY:

Professional Liability:
USD 1,000,000 Each **Claim** inclusive of **Defense Expenses**

General Liability:
USD 1,000,000 Each **Claim** inclusive of **Defense Expenses**

Fire Legal Liability:
USD 25,000 Per Proceeding USD 250,000 Aggregate

Combined Policy Aggregate Limit of Liability:
USD5,000,000 Aggregate inclusive of **Defense Expenses**

THE COMBINED POLICY AGGREGATE LIMIT OF LIABILITY IS AN AGGREGATE AMOUNT FOR ALL INSUREDS AND IS NOT PER STUDENT.

Medical Payments:
USD 25,000 Per Person USD 250,000 Aggregate

Defendant Expense Benefit:
USD 25,000 Per Defendant USD 250,000 Aggregate

Assault Coverage:
USD 25,000 Per Proceeding USD 250,000 Aggregate

First Aid Expenses:
USD 25,000 Per Incident USD 250,000 Aggregate

Damage to Property of Others:
USD 25,000 Per Incident USD 250,000 Aggregate

Abuse or Molestation Incident:
USD 1,000,000 each **abuse or molestation incident**

USD 5,000,000 Aggregate such amount shall form part of and not be additional to the Combined Policy Aggregate Limit of Liability specified above.

Item 4.
SELF-INSURED RETENTION: Nil.

Item 5.
RETROACTIVE DATE: 1st July 2015

Item 6.
PREMIUM FOR THIS POLICY: USD for the Policy Period for 100% order hereon (Fully Earned)

PREMIUM PAYMENT TERMS: Premium hereon is due in full at Inception subject to LSW 3001 Premium Payment Clause (30 days) as detailed herein.

Adjustable 14 days prior to 1st July 2023, as per Premium Adjustment Clause detailed herein.

Furthermore a 10% No Claims Bonus applies hereon, as per No Claim Bonus Clause detailed herein.

Item 7.
NOTIFICATION OF LOSS TO: Alliant Insurance Services, Inc,
100 Pine Street, 11th Floor, San Francisco, California 94111, USA

TERRITORIAL LIMITS: As per Insuring Agreement "**3. Territory"**

CHOICE OF LAW AND JURISDICTION: As per Condition 11 Choice of Law and Condition 12 Service of Suit as more fully defined in the policy wording identified herein.

CONDITIONS: **Policy Wording:** **Professional and General Liability Insurance Policy - Claims Made and Reported Coverage** plus the following, all as detailed herein:

Abuse and Molestation Endorsement.
Defendant Expense Benefit Extension.
Assault Extension.
First Aid Extension.
Damage to Property of Others Extension.
Primary and Noncontributory - Other Insurance Condition.
LMA 5491 HEALTHCARE LIABILITY CYBER and DATA BREACH EXCLUSION 1.
Convex Insurance UK Limited Complaints Handling Policy
Fair Processing Notice
LMA 3333 (Re)Insurers Liability Clause.
LMA 3100 Sanction Limitation and Exclusion Clause.
LMA 5390 U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause.

All other terms and conditions as per Policy Wording identified above.

SUBJECTIVITIES: None – other than as may exist in this document or in the Policy Wording that forms part of this contract document.

NOTICES: LMA 9098 B CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)
LMA 9030 CALIFORNIA SURPLUS LINES NOTICE 2

and as may exist in this document or in the Policy Wording that forms part of this contract document.

EXPRESS WARRANTIES: None – other than as may exist in this document or in the Policy Wording that forms part of this contract document.

CONDITIONS PRECEDENT: None – other than as may exist in this document or in the Policy Wording that forms part of this contract document.

TAXES PAYABLE BY **INSURED** AND ADMINISTERED BY INSURER(S): None.

RECORDING, TRANSMITTING AND STORING INFORMATION: Where Acrisure London Wholesale Limited maintains risk and **claim** data/ information/ documents Acrisure London Wholesale Limited will hold data/ information/ documents electronically.

NOTICE OF CANCELLATION PROVISIONS:

Authority Provisions
Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions set in Condition 10. within Policy Wording identified herein, then

To the extent provided by the contract, the Slip Leader is authorized to issue such notice on behalf of all participating (re)insurers; and (optionally)

Any (re)insurer may issue such notice in respect of its own participation.

Format and Delivery Provisions
Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then to the extent provided by the contract the notice shall be provided to the broker by the following means:

By an email to nfearon@acrisurews.com

Failure to comply with this delivery requirement will make the notice null and void. Satisfactory delivery of the notice will cause it to be effective irrespective of whether the broker has acknowledged receipt.

OVERSEAS BROKER Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200, Newport Beach, California 92660, USA

INSURER CONTRACT DOCUMENTATION:

This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

Acrisure London Wholesale Limited to send a copy of this contract document to the Overseas Broker and Acrisure London Wholesale Limited to provide the Overseas Broker with copies of all applicable clauses and wording identified herein.

Any further documentation changing this contract of insurance, agreed in accordance with the contract change provisions set out in this contract document, shall form the evidence of such change.

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
b. a unique authorisation provided via a secure electronic trading platform
c. a timed and dated authorisation provided via an electronic message/system;
d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

INFORMATION

As per Submission Presentation dated 5th April 2022, held on file by Acrisure London Wholesale Limited.

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

ORDER HEREON: **100% order**

BASIS OF WRITTEN LINES: Percentage of whole.

BASIS OF SIGNED LINES: Percentage of whole.

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES / (RE)INSURERS PARTICIPATION:

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

The (Re)Insurers and their respective participation hereon is shown as per signing page(s) attaching to the rear of this Contract Document - Electronically signed.

SIGNED LINE(S) | WRITTEN LINE(S) | UNDERWRITER(S) STAMP(S)

In a co-insurance placement, following (re)insurers may, but are not obliged to follow the premium charged by the slip leader.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

CONVEX INSURANCE UK LIMITED COMPLAINTS HANDLING POLICY

Our aim is always to provide **You** with the best possible service. If **You** feel that **We** have provided that service or made an error, then please advise **Us** in the first instance. **We** will take **Your** complaint seriously and do **Our** best to investigate and resolve it as quickly as possible. **We** have established the following Complaints handling procedure to ensure that this happens.

Step 1

Tell **Us** about it. There are different ways **You** can do that.

1. Communicate with **Your** usual contact at Convex, **Your** Account Manager or **Your Broker**. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.

   You can contact **Us** by email, telephone, or letter.
2. Contact Our complaints team::
   complaints@convexin.com
   Tel: +44 (0)7919 603210
   Convex Insurance UK Limited
   52-54 Lime Street, London EC3M 7AG, United Kingdom

We will acknowledge **Your** complaint promptly and **We** will let **You** know who will be handling **Your** complaint and provide **You** with their contact details.

Step 2

We aim to resolve **Your** complaint as soon as possible. If it is complicated or **We** need to investigate the circumstances further, then **We** may not be able to resolve it straight away and it may take longer depending on its complexity. **We** aim to get **You** a final response within eight (8) weeks of receiving **Your** complaint. If **We** cannot do so, then **We** will tell **You** why it is taking more time and let **You** know what **We** are doing and how long **We** expect it will take to resolve.

Step 3

If **You** are not happy with **Our** response, or actions, and feel that the matter has not been resolved to **Your** satisfaction, then there are two options to take it further:

1. **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service, the "FOS". Please note that there are time limits within which **You** must contact the FOS. Convex Insurance UK Limited needs to give **You** their final response within eight (8) weeks of your complaint, at the most, depending on what **You** are complaining about. **You** need to get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited's final response to your complaint.

   The Financial Ombudsman Service,
   Exchange Tower,
   London E14 9SR.

   Email: complaint.info@financial-ombudsman.org.uk
   Website: http://www.financial-ombudsman.org.uk

FAIR PROCESSING NOTICE

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice "**We**", "**Us**" or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when **We** are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Policy**, will be used by Convex Insurance UK Limited for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required, by law, to collect certain personal information about **You**, or because of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become **Data Controllers** in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

Your Rights Regarding Your Personal Information

You have certain rights regarding **Your** personal information, under local law. These include the rights to request access, rectification, erasure, restriction, objection, and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact the Data Protection Officer, Lorraine Mullins, by email or letter at:

Lorraine@convexin.com
Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF. United Kingdom

We are committed to working with you to obtain a fair resolution of any concern about privacy. If, however, you believe that we have not been able to assist with your concern, you have the right to make a complaint to the UK Information Commissioner's Office ("ICO").

For more information about how we process your personal information, please see our full privacy notice at: https://convexin.com/privacy-policy/ or for a written copy please contact us at:

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom

HEALTHCARE LIABILITY - CYBER and DATA BREACH EXCLUSION 1

(for attachment to Healthcare Liability policies)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy does not cover any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act**, **Cyber Incident** or **Data Breach** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**, **Cyber Incident** or **Data Breach.**

Definitions

For the purposes of this Exclusion:

2. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

3. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

4. **Cyber Incident** means:

   i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

   ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**

5. **Data Breach** means:

   i) the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, (including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information) involving access to, processing of, use of or operation of any **Computer System**; or

   ii) the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

6. **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY CLAIMS MADE AND REPORTED COVERAGE

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS ONLY PROVIDED FOR CLAIMS WHICH ARE BOTH: (1) FIRST MADE AGAINST THE **INSURED** DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD; AND, (2) REPORTED TO UNDERWRITERS AS SOON AS PRACTICABLE, BUT NOT MORE THAN 30 DAYS AFTER EXPIRATION OF THE POLICY PERIOD OR AFTER THE EXPIRATION OF ANY APPLICABLE EXTENDED REPORTING PERIOD. COVERAGE IS ONLY PROVIDED FOR CLAIMS ARISING FROM PROFESSIONAL SERVICES WHICH WERE RENDERED OR INCIDENTS WHICH OCCURRED ON OR SUBSEQUENT THE RETROACTIVE DATE AND PRIOR TO THE EXPIRATION OF THE POLICY PERIOD.

A **CLAIM** IS DEEMED TO BE FIRST MADE AGAINST THE **INSURED** ONLY WHEN THE CSU SYSTEMWIDE RISK MANAGER OF THE NAMED **INSURED** SPECIFIED IN ITEM 1.A. OF THE DECLARATIONS OF THIS POLICY, FIRST RECEIVES NOTICE OF ANY **CLAIM**.

This Policy is divided into two coverage Sections, Professional Liability (Section 1) and General Liability (Section 2). The following Insuring Agreements, Conditions, Definitions and Exclusion apply to both Sections and, unless noted otherwise, any Endorsements to this Policy.

In consideration of the payment of the premium and the Self Insured Retention, and in reliance upon the representations in the **Insured's** completed and signed application and any materials submitted therewith, and subject to the Insuring Agreements, Conditions, Definitions and Exclusions of this Policy, Underwriters agree with the **Insured** as follows:

INSURING AGREEMENT

1. COVERAGE – CLAIMS MADE AND REPORTED

Section 1 – Professional liability

Subject to the Limit of Liability of this Policy, Underwriters agree to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** as a result of **Claims** made within the Territory which are both first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to Underwriters as soon as practicable (but not more than 30 days after expiration of the **Policy Period** or after the expiration of any applicable extended reporting period) and which result from a **Professional Liability Incident** to which this Policy applies. In the event a **Claim** is reported to Underwriters within 30 days after the expiration of the of the **Policy Period** or during any applicable extended reporting period, the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**.

Section 2 – General Liability

Subject to the Limit of Liability of this Policy, Underwriters agree to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** as a result of **Claims** which are both first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to Underwriters as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period) and which result from a **General Liability Incident** to which this Policy applies. In the event a **Claim** is reported to Underwriters within 30 days after the expiration of the **Policy Period** or during any applicable extended reporting period, the **Claim** shall be deemed to have been reported on the last day of the **Policy Period**.

Subject to the Fire Damage Limit of Liability as specified in the Declarations, Underwriters agree to pay those sums in excess of the Self Insured Retention that the **Insured** becomes legally obligated to pay as **Damages** for **Property Damage** to premises rented to the **Insured** or temporarily occupied by the **Insured** with the permission of the owner arising out of any one fire occurring within the Territory as a result of **Claims** which are both first made against the **Insured** during the **Policy Period** (or any applicable

extended reporting period) and reported to Underwriters as soon as practicable (but not more than 30 days after expiration of the **Policy Period** or after the expiration of any applicable extended reporting period).

This Policy only applies to **Personal Injury** if caused by an offense arising out of the conduct of the **Insured's** business, excluding advertising, publishing, broadcasting or telecasting done by, or for the benefit of, the **Insured**.

This Policy only applies to **Advertising Injury** if caused by an offense committed in the course of advertising the **Insured's** goods, products or services.

2. DEFENSE, SETTLEMENT, INVESTIGATION

Underwriters have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent. Underwriters have the right, in their sole discretion, to effect any settlement they deem prudent.

Underwriters shall not be obligated to defend any **Claim** or make any payment after the applicable Limit of Liability of this Policy has been exhausted by the payment of **Damages** or **Defense Expenses**, or both.

3. TERRITORY

With regard to Professional Liability (Section 1), this Policy shall apply to **Claims** brought against the **Insured** in the United States of America as a result of **Professional Services** provided anywhere in the world.

With regard to General Liability (Section 2), this Policy shall apply to **Claims** brought against the **Insured** in the United States of America as a result of Incidents which occur in:

(a) The United States of America (including its territories and possessions), Puerto Rico and Canada;

(b) International waters or airspace, provided the Incidents do not occur in the course of travel or transportation to or from any place not included in 3(a) above; or

(c) All parts of the world if:
   i. The **Bodily Injury** or **Property Damage** arises out of:

      A. Good or products made or sold by the **Insured** in the territory described in 3 (a) above; or

      B. The activities of a person whose home is in the territory described in 3 (a) above, but is away for a short time on the **Insured's** business.

4. LIMIT OF LIABILITY

The each **Claim** Limit of Liability stated in the Declarations is the total limit applicable for all **Damages** or **Defense Expenses** or both arising out of any one **Professional Liability Incident** or **General Liability Incident**, regardless of the number of **Claims** made or the number of **Insured's** against whom **Claims** are made. The Combined Policy Aggregate Limit of Liability stated in the Declarations is the total limit applicable for all **Damages** or **Defense Expenses** or both arising out of all **Claims** made during the **Policy Period** (including any applicable extended reporting period) regardless of the number of **Claims** made or the number of **Insured's** against whom **Claims** are made. The Combined Policy Aggregate Limit of Liability stated in the Item 3 of the Declarations is shared by both the Professional Liability (Section 1) and the General Liability (Section 2) sections of the Policy.

5. SELF INSURED RETENTION

Underwriters shall only be liable in excess of the Self Insured Retention specified in Item 4 of the Declarations of this Policy. Underwriters shall have no obligation to make any payment until the Self Insured Retention has been exhausted by the actual payment of **Damages** or **Defense Expenses**, or both, in respect of a **Claim** otherwise covered by this Policy.

The **Insured** shall bear all **Defense Expenses** incurred until such time as the Self Insured Retention is exhausted. The Self Insured retention shall only be reduced or exhausted by the actual payment of **Damages** or **Defense Expenses**, or both, which would, except for the amount thereof, be covered by this Policy.

6. APPLICATION OF POLICY

This Policy only applies to **Professional Liability Incidents** and **General Liability Incidents** which occur on or subsequent to the Retroactive Date and prior to the expiration of the **Policy Period**, and regarding which a **Claim** is first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) and reported to Underwriters as soon as practicable (but not more than 30 days after the expiration of the **Policy Period** or after the expiration of any applicable extended reporting period).

All **Claims** arising out of the same **Professional Liability Incident** or **General Liability Incident** shall be treated as a single **Claim** and considered as having been made at the time the first **Claim** was made. The inclusion of more than one **Insured** or the making of **Claims** by or on behalf of more than one person or organization shall not operate to increase Underwriters' Limit of Liability. All related **Claims** shall be subject to the Limit of Liability applicable to the **Policy Period** in which the first of such related **Claims** was reported.

7. CURRENCY & PAYMENT OF PREMIUMS & LOSSES

The premium and losses under this Policy are payable in United States dollars.

CONDITIONS

1. INSURED'S DUTIES IN THE EVENT OF CLAIM

The **Insured** shall as soon as practicable (but not more than 30 days after expiration of the **Policy Period** or after expiration of any applicable extended reporting period), give written notice to the individual or entity referenced in Item 7 of the Declarations, of every **Claim** first made against the **Insured** during the **Policy Period** (or any applicable extended reporting period) as a result of a **Professional Liability Incident** or **General Liability Incident** which occurred on or subsequent to the Retroactive Date and prior to the expiration of the **Policy Period**. The notice should include the date the **Claim** was received; and as far as reasonably practicable details of, how, when and where the **Professional Liability Incident** or **General Liability Incident** took place; the names and addresses of any injured persons and witnesses; and the nature and location of any resulting injury or **Damages**.

A **Claim** is deemed to be first made against the **Insured** only when the CSU Systemwide Risk Manager of the Named **Insured** specified in Item 1.A. of the Declarations of this policy, first receives notice of any **Claim**.

2. ASSISTANCE AND COOPERATION

The **Insured** must do nothing after a loss to prejudice Underwriters' rights.

The **Insured** shall cooperate with Underwriters and, upon Underwriters' request, shall assist in the conduct of the **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** with respect to any **Claim** which is or may be covered under this Policy. The **Insured** shall attend all hearings and trials and will assist in obtaining witnesses, and securing and giving evidence.

In the event any payment is made under this Policy, Underwriters will be subrogated to all of the **Insured's** rights of recovery against any person or organization; the **Insured** will execute documents and do whatever else is necessary to secure such rights.

The **Insured** shall not voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of a **Professional Liability Incident**.

3. OTHER INSURANCE

If other valid and collectible insurance is available to the **Insured** covering a **Claim** also covered by this Policy, this Policy shall be in excess of and shall not contribute with such other insurance. Notwithstanding any "other insurance" provision contained in any other valid and collectible insurance available to the **Insured**, the "other insurance" provision contained herein is controlling, and Underwriters shall not make any payments under this Policy until the limits of the **Insured's** "other insurance" have been exhausted. Subject to the preceding, the coverage afforded hereunder is in excess of and shall not contribute with any other valid and collectible insurance which has been specifically contracted for the **Insured** or another under any Policy in which the **Insured** is a Named or Additional **Insured**. Nothing herein shall be construed to make this Policy subject to the terms, definitions, conditions and limitations of the other insurances.

4. LEGAL ACTION AGAINST UNDERWRITERS

No person or organization has the right under this Policy:

(a) to join Underwriters or their representatives as a party or otherwise bring Underwriters or their representatives into any proceeding seeking **Damages** from any **Insured**; or

(b) to file **suit** or any other proceeding against Underwriters unless there has been full compliance with all of the terms of this Policy.

5. FALSE OR FRAUDULENT CLAIMS

If the **Insured** gives notice of any **Claim** or potential **Claim** knowing the same to be false or fraudulent, this Policy shall become void and all rights hereunder shall be forfeited by the **Insured**.

6. INSPECTION AND AUDIT

Underwriters shall be permitted, but not obligated, to inspect the **Insured's** property, operations and/or records at any time. Neither Underwriters' right to make inspections nor the making thereof or any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

Underwriters may examine and audit the **Insured's** books and records at any time during the **Policy Period**, and any extensions thereof, and within three years after the final termination of this Policy.

7. CHANGES

The terms of this Policy shall not be waived or changed except by endorsement duly executed by Underwriters and issued to form a part of this Policy.

8. ASSIGNMENT

No assignment of interest under this Policy shall be valid except by endorsement duly executed by Underwriters and issued to form a part of this Policy.

9. APPLICATION

By acceptance of this Policy, the **Insured** agrees that the statements in the application are his/her representations, that such representations are accurate and complete, that such representations are material to the risk undertaken by Underwriters and that this Policy is issued and continued in force in reliance upon the truth of such representations.

10. NOTICE OF CANCELLATION OR NON-RENEWAL

(a) Cancellation

This Policy may be cancelled by Underwriters:

i. in accordance with the Premium Payment Clause attached to this Policy if the **Insured** not paid the premium within 30 days of inception of this Policy (or, in respect of instalment premiums, when due); or

ii. (other than as set out in i. above), by mailing to the **Insured**, at the address shown in the Declarations, written notice stating when, not less then ninety 90 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters shall be sufficient proof of notice and the coverage provided by this Policy shall end on the effective date and hour of cancellation as stated in the notice. Delivery of such written notice either by the **Insured** or by the Underwriters shall be equivalent to mailing.

A. if there have been no **Claims**, circumstances or losses notified during the current **Policy Period**, a return premium will be refunded to the **Policyholder** calculated at pro-rata of the policy premium less any broker commission if applicable; or

B. if any **Claims**, circumstances or losses have been notified during the

Policy Period, there will be no return of premium without the prior written agreement of the **Insurer**.

Cancellation will not affect the rights and obligations of the **Insurer** and the **Insured** accrued under this policy prior to the date from which cancellation has effect.

(b) Non-Renewal

In the event of non-renewal of this Policy by the Underwriters, they or their legal representative shall provide the **Insured** with written notice of their intent to non-renew at least thirty (90) days in advance of the expiration date of the **Policy Period**. Notice shall be provided via regular U.S mail to the address shown in Item 1(b) of the Declarations.

11. CHOICE OF LAW

This insurance shall be governed by and construed in accordance with the laws of California.

12. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the **Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such **suit** may be made upon Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, California, 94104-1520, United States of America, and that any **suit** instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such **suit** and/or upon the request of the **Insured** (or Reinsured) to give a written undertaking to the **Insured** (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a **suit** shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, **suit** or proceeding instituted by or on behalf of the **Insured** (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

DEFINITIONS

1. Advertising Injury means:

an injury caused by any of the following offenses in the advertising of the **Insured's Professional Services** as a healthcare provider:

(a) libel or slander;

(b) written or spoken material made public which violates an individual's right of privacy or belittles the product or work of others;

(c) unauthorized taking of advertising ideas or style of doing business; or

(d) infringement of copyright, title or slogan.

2. Auto means:

A land motor vehicle, trailer or semi trailer designed primarily for travel on public roads, including any attached machinery or equipment. **Auto** does not include mobile equipment, which is defined to mean any of the following types of land vehicles and any machinery or equipment attached thereto:

(a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

(b) Vehicles maintained for use solely on or next to premises the **Insured** owns or rents;

(c) Vehicles that travel on crawler treads;

(d) Vehicles, whether self-propelled or not, that are maintained primarily to provide mobility to permanently mounted:

(i) Power cranes, shovels, loaders, diggers or drills; or

(ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;

(e) Vehicles not described in a,b,c or d above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
(ii) Cherry pickers and similar devices used to raise or lower workers;

(f) Vehicles not described in a, b, c or d above, that are 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**:

(i) Equipment designed primarily for:

A. Snow removal

B. Road Maintenance, but not construction or resurfacing;

C. Street cleaning;

(ii) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(iii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

3. **Bodily Injury** means:

physical injury, sickness, disease, mental anguish, mental injury or emotional distress, including death at any time resulting therefrom.

4. **Claim** means:

any demand for **Damages** received by the **Insured**, either verbal or written, or any event which in the opinion of the **Insured** might give rise to a demand for **Damages**.

5. **Damages** means:

A compensatory settlement, award or judgment which the **Insured** is obligated to pay. **Damages** includes pre-judgment interest. **Damages** do not include:

(a) **defense expenses**;

(b) punitive or exemplary damages, fines or penalties, or any damages which are a multiple of compensatory damages;

(c) the return or restitution of fees, compensation, profits, charges and/or expenses paid to the **Insured** for services rendered; or

(d) judgments or awards deemed uninsurable by law.

6. **Defense Expenses** means:

(a) all expenses incurred in defending a **Claim**, all costs taxed against the **Insured** in any **suit** and all post-judgment interest which accrues on the entire amount of the judgment before Underwriters have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable Limit of Liability of this Policy;

(b) premiums on appeal bonds required in any defended **suit**. Underwriters have no obligation to apply for or furnish an appeal bond. The amount of any appeal bond shall not exceed the applicable Limit of Liability of this Policy; and

(c) all reasonable expenses, other than loss of earnings, incurred by the **Insured** at Underwriters' request and with Underwriters' prior agreement.

Defense Expenses does not include any amounts incurred after the Each **Claim** Limit or the Combined Policy Aggregate Limit is exhausted by payment of **Damages** or **Defense Expenses** or both.

7. **Enrolled Students** mean students who are enrolled and in good standing while completing an internship and registered/enrolled in a course that requires the internship experience, including academic breaks during the **Policy Period** (including but not limited to those students enrolled in Credited Coursework Programs, HTM 515 courses or the STAR STEM Teacher and Researcher Program).

Enrolled Students also include students:

(a) who have not received a letter grade in a course (e.g., assigned an "Incomplete"), but remain registered for that course until the Incomplete objectives are met, but for no more than one (1) year from the granting of the Incomplete; and

(b) while completing an externship for pay which externship forms part of their enrolled course

8. **General Liability Incident** means:

an accident which results in **bodily injury** or **property damage** or a loss which results in **personal injury** or **advertising injury**, neither expected nor intended from the standpoint of the **Insured**. All **bodily injury** or **property damage** resulting from continuous or repeated exposure to substantially the same general conditions shall be considered the result of one Incident, regardless of the number of locations, claimants or **Insured's** involved.

8.. **Impaired property** means tangible property, other than the **Insured's product** or the **Insured's work**, that cannot be used or is less useful because:

(a) It incorporates the **Insured's product** or the **Insured's work** that is known or thought to be defective, deficient, inadequate or dangerous' or

(b) The **Insured** has failed to fulfil the terms of a contract or agreement, if such property can be restored to use by:

(i) The repair, replacement, adjustment or removal of the **Insured's product** or the **Insured's work**; or

(ii) The **Insured's** fulfilling the terms of the contract or agreement.

9. **Insured** means:

(a) the Named **Insured**, being the entity designated in Item 1 of the Declarations. The Named **Insured** shall also include, until such time as they may be sold or otherwise disposed of or become unaffiliated with the Named **Insured**:

(i) any additional entities specified in the Declarations or added by endorsement to this Policy;

(ii) any subsidiary or owned or controlled companies of the Named **Insured** as are in existence at the inception date of this Policy;

(iii) any subsidiary or owned or controlled company of the Named **Insured** created or acquired subsequent to the inception date of this Policy, but coverage hereunder will not apply:

A. to any **Claims** arising from **Professional Services** which were rendered or Incidents which occurred prior to the date of such creation or acquisition,

B. for a period greater than thirty days from the date of such creation or acquisition. However, if the Named **Insured** shall give Underwriters notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty days and the Named **Insured** shall:

1. pay any additional premium, and

2. accept such terms,

as may be required by Underwriters, then this Policy shall continue to apply to such subsidiary or owned or controlled company.

(b) any employee of the Named **Insured**, but only while acting within the scope of their duties as such;

(c) any member or partner of a joint venture or partnership specifically designated in the Declarations, but only with respect to such member's or partner's liability arising within the scope of their duties within such designated joint venture or partnership;

(d) any executive officer, member of the board of directors, trustees or governors of the Named **Insured**, but only while acting within the scope of their duties as such;

(e) any authorized student or volunteer of the Named **Insured** but only while:

(i) acting within the scope of their duties as such; or

(ii) for volunteer work which has been approved by the Named **Insured** as work experience relevant to the professional curricula;

(f) any **enrolled student** of the Named **Insured**, but only while acting within the scope of their duties as such;

(g) any member of a formal accreditation, standards review or similar professional board or committee of the Named **Insured**, or any employee charged with the duty of executing the directives of such professional board or committee, or any employee communicating information to such professional board or committee; but only while the member or employee is acting within the scope of their duties as such;

(h) any Government Authority, funding source or Institution, but only in respect of liability arising out of the operations of the Named **Insured** and upon the specific request of such Government Authority, funding source or Institution or Auxiliary Organization;

(i) any person or entity to whom the Named **Insured** is contractually obligated, either in writing or verbally, to provide such coverage as is afforded by this Policy;

(j) any person or organization having proper temporary custody of the **Insured's** property due to the **Insured's** death, but only:

1. with respect to liability arising out of the maintenance or use of that property; and

2. until the **Insured's** legal representative has been appointed.

(k) The **Insured's** legal representative if the **Insured** dies, but only with respect to their duties as such. That representative will assume both the **Insured's** rights and duties under this Policy.

10. **Insured contract** means:

(a) A lease of premises;

(b) A sidetrack agreement;

(c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

(d) Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

(e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

(f) An elevator maintenance agreement; or

(g) That part of any other contract or agreement pertaining to the **Insured's** business under which the **Insured** assumes the tort liability of another to pay **damages** because of **bodily injury** or **property damage**s to a third person or organization, if the contract or agreement is made prior to the **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **Insured contract** does not include that part of any contract or agreement:

(a) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

i Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

ii Giving directions or instruction, or failing to give them, if that is the primary cause of the injury or damage;

(b) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **Insured's** rendering or failing to render **professional services**, including those listed in 10(a) above and supervisory, inspection or engineering services; or

(c) That indemnifies any person or organization for damage by fire to premises rented or loaned to the **Insured**;

(d) That relates to a project for a public authority, but this exclusion does not apply to a **Claim** by the public authority or any other person or organization engaged in the project; or

(e) That relates to 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 and which is not a sidetrack agreement.

11. The **Insured's products** means:

(a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

i) The **Insured**;

ii) Others trading under the **Insured's** name; and

iii) A person or organization whose business or assets the **Insured** have acquired; and

(b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The **Insured's products** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 11(a) and (b) above.

The **Insured's product** does not include vending machines or other property rented to or located for the use of others but not sold.

12. The **Insured's work** means:

(a) Work or operations performed by the **Insured** or on the **Insured's** behalf; and

(b) Materials, parts or equipment furnished in connection with such work or operations.

The **Insured's 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 12(a) or (b) above.

13. **Loading** or **unloading** means the handling of property:

(a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;

(b) While it is in or on an aircraft, watercraft or **Auto**; or

(c) 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**.

14. **Personal Injury** means:

injury, other than **Bodily Injury**, caused by any of the following:

(a) false arrest, detention or imprisonment;

(b) malicious prosecution;
(c) wrongful entry or wrongful eviction;

(d) libel or slander;

(e) written or spoken material made public which violates an individual's right of privacy; or

(f) discrimination

15. **Physical abuse** means:

any intentional physical contact which results in injury, whether such injury is intended or not.

16. **Policy Period** means**:**

the period from the inception date specified in Item 2 of the Declarations to the expiration date specified in Item 2 of the Declarations, or any other termination date effected in accordance with the terms of this Policy. Despite the activation of an extended reporting period, this policy will not provide coverage for any **Professional Liability Incident** or **General Liability Incident** that occurs after the expiration of the **Policy Period**.

17. **Pollutants** means:

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. a) **Products-completed operations hazard** includes all **bodily injury** and **property damage** occurring away from premises the **Insured** owns or rents and arising out of the **Insured's product** or the **Insured's work** except:

i) Products that are still in the **Insured's** physical possession; or

ii) Work that has not yet been completed or abandoned.

b) The **Insured's** work will be deemed completed at the earliest of the following times:

i) When all of the work called for in the **Insured's** contract has been completed;

ii) When all of the work to be done at the site had been completed if the **Insured's** contract calls for work at more than one site; or

iii) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

c) This hazard does not include **bodily injury** or **property damage** arising out of:

i) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **loading** or **unloading** of it;

ii) The existence of tools, installed equipment or abandoned or unused materials; or

iii) Products or operations for which the classification in this Policy or in the Underwriters manual of rules includes products or completed operations.

19. Professional Liability Incident means:

any act, error or omission in the rendering of, or failure to render, **Professional Services** by the **Insured**. All related acts, errors or omission in the rendering of, or failure to render, **Professional Services** to any one patient shall be considered one **Professional Liability Incident**. If a **Professional Liability Incident** arises from a series of related medical services, such **Professional Liability Incident** will be deemed to have happened at the time of the first act, error or omission in respect of which the **Insured** may be legally obligated to pay **Damages**. All related acts, errors or omissions in the rendering of, or failure to render, **Professional Services** to a woman, her fetus/fetuses and child/children during the course of prenatal care, labor and delivery shall be considered one **Professional Liability Incident**.

20. Professional Services means:

services performed by the **Insured** in the treatment and/or care of any client, resident or patient, and shall include:

a) medical, surgical, counselling, therapeutic or other **professional services** provided to any person;

b) the furnishing of medical or surgical supplies and appliances, medication, blood and blood products and food and beverages in connection with such services;

c) education and training conducted by the **Insured** which results in injury caused or alleged to have been caused by a deficiency or defect in the education or training of any person;

d) research and development conducted by the **Insured** which results in injury caused or alleged to have been caused by a deficiency or defect in the conduct or the reported results of such research or development; and

e) educational instruction, career guidance, student consumerism, class content, grading practices, guidance counselling, admittance procedures, expulsion

procedures, integration, desegregation, student enrolment, participation in any extracurricular program, or any advice in connection with any of the above.

21. Property Damage means:

a) physical injury to tangible property, including all resulting loss of use of such property; and

b) loss of use of tangible property which has not been physically damaged or destroyed.

22. Suit means:

a civil proceeding alleging **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies. **Suit** includes an arbitration proceeding, to which the **Insured** must submit or agrees to submit with Underwriters' consent, alleging **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies.

EXCLUSIONS

The Policy does not apply to any **Claim** arising out of, based upon, relating to or involving:

1. Any **Professional Liability Incident** or **General Liability Incident** which:

a) happened prior to the Retroactive Date or after the expiration of the **Policy Period**;

b) resulted in a **Claim** that was made against the **Insured** after expiration of the **Policy Period** (or any applicable extended reporting period) or was reported to Underwriters more than 30 days after expiration of the **Policy Period** (or after the expiration of any applicable extended reporting period);

c) as of the inception of Underwriters' first **Policy Period**, had resulted in **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** of which the CSU Systemwide Risk Manager of the Named **Insured** specified in Item 1.A. of the Declarations of this policy, was aware and could reasonably have foreseen might result in a **Claim**.

d) was reported to or covered under any program of insurance or self-insurance in effect prior to the inception date of this Policy.

2. With respect to Professional Liability (Section 1), all **Claims** based upon, relating to or arising out of any **General Liability Incident**.

3. With respect to General Liability (Section 2), all **claims** based upon, relating to or arising out of any **Professional Liability Incident**.

4. **Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** that is a reasonably expected consequence of appropriate treatment or resulted from the use of reasonable force to protect persons or property.

5. Any dishonest, unlawful, criminal, fraudulent or malicious act, error or omission by an **Insured**, including the wilful violation of any law, statute or ordinance committed by or with knowledge of any **Insured**.

6. The alternation, modification or destruction of medical records.

7. Any obligation of any **Insured** under any workers' compensation, unemployment compensation or disability benefits law or any similar law.

8. Any dispute between a present or former employee and any **Insured** with regard to the employment relationship, the termination of that relationship or such **Insured's** provision or termination of employee benefits, including but not limited to **claims** for wrongful termination, harassment or discrimination.

9. Any **Claim** made by any **Insured** against any other **Insured** under this Policy, but this Exclusion shall not apply to injury suffered by an **Insured** as a recipient of Professional Health Care Services rendered, or which fail to be rendered, by another **Insured**.

10. Any **Claim** brought by or on behalf of any individual who is receiving, or has received, **Professional Services** from the **Insured** against any other individual who is receiving, or has received, **Professional Services** from the **Insured**.

11. The rendering or failure to render **Professional Services** in a state while the **Insured's** license is under suspension or has been restricted, revoked, surrendered or otherwise terminated.

12. **Bodily injury** or **property damage** arising out of liquor for which an **Insured** may be held liable by reason of:

a) The causing or contributing to the intoxication of any person;

b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c) Any statute, ordinance or regulation to the sale, gift, distribution or use of alcoholic beverages;

13. Any liability of the **Insured** based in whole or in part on breach of promise, contract, warranty, implied warranty or misrepresentation, including any guarantees of the results of the **Insured's Professional Services**.

14. Any vicarious liability of the **Insured** for an individual who is not also an **Insured**.

15. **Bodily injury** or **property damage** arising out of athletic events sponsored by the **Insured** except those athletic events which are directly related to the treatment or care of the **Insured's** patient's/clients and which are limited to the **Insured's** patients/clients, employees and volunteers.

16. The **Insured's** actual or alleged involvement in any:

a) anti-trust law violation;

b) agreement or conspiracy to restrain trade or compete unfairly;

c) infringement of trademark, trade name, patent or copyright; or

d) price-fixing

17. a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

b) any act of terrorism; or

c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) above.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

a) The **Insured's product**;

b) The **Insured's work**; or

c) **Impaired property**;

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

19. **Property damage** to any **Insured's product**.

20. With respect to the Professional Liability (Section 1) portion of this Policy, any **Advertising Injury**, **Personal Injury** or **Property Damage**.

21. **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**:

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.

22. **Property damage** to any **Insured's work** arising out of it or any part of it and included in the **products-completed operations hazard.**

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on any **Insured's** behalf by a subcontractor.

23. **Property damage** to **impaired property** or property that has not been physically injured, arising out of:

a) A defect, deficiency, inadequacy or dangerous condition in any **Insured's product** or work; or

b) A delay or failure by any **Insured** or anyone acting on any **Insured's** behalf to perform a contract or agreement in accordance with its terms.

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

24. **Property damage** to:

a) Property owned, rented or occupied by any **Insured**;

b) Premises sold or abandoned by any **Insured**;

c) Property loaned to any **Insured**;

d) Property in the care, custody or control of any **Insured**;

e) Property on which any **Insured** or any contractors or subcontractors working directly or indirectly on behalf of any **Insured** are performing operations, if the **property damage** arises out of those operations;

f) Property that must be restored, repaired or replaced because work was incorrectly performed by any **Insured**

Paragraph (a) of this exclusion does not apply to **property damage** to premises rented to any **Insured**, if such **property damage** arises out of fire. A separate limit of insurance applies to this coverage as described in the Declarations.

Paragraph (b) of this exclusion does not apply if the premises are any **Insured's work** and were never occupied, rented or held for rental by any **Insured** hereunder.

Paragraphs (c), (d), (e) & (f) of this exclusion do not apply to liability assumed under a side-track agreement.

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

25. **Personal injury** or **advertising injury**:

a) Arising out of oral or written publication of material, if done by or at the direction of any **Insured** with knowledge of its falsity;

b) Arising out of oral or written publication of materials whose first publication took place before the beginning of the **Policy Period**.

c) Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the **Insured**; or

d) 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.

26. **Advertising injury** arising out of:

a) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

b) The failure of goods, products or services to conform with advertised quality or performance;

c) The wrong description of the price of goods, products or services; or

d) An offense committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.

27. **Bodily injury** or **property damage** related to 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**.

The above exclusion does not, in respect of watercraft, apply to any **enrolled student** placed in an externship authorized by the Named **Insured**.

28. **Bodily injury** or **property damage** arising out of:

a) The transportation of mobile equipment by an **auto** owned or operated by or rented or loaned to any **Insured**; or

b) The use of mobile equipment in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

29. a) **Bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or **pollutants** into or upon land, the atmosphere or any water course or body of water, whether above or below ground. It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this Policy any **claim**, action, judgment, liability, settlement, defense or expenses (including any loss, cost or expense arising out of any governmental direction or request that the **Insured** or any other party test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **pollutants**) in any way arising out of such actual or threatened discharge, dispersal, release or escape whether such results from the **Insured's** activities or the activities of others and whether or not such is sudden

or gradual and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable, and wherever such occurs; or

b) **Bodily injury** or **property damage** arising out of any governmental direction or request that the **Insured** or any other party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise **pollutants**.

30. **Bodily Injury** or **Property Damage** resulting from exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description. This Policy expressly excludes:

a) any cost, expense or charge to test, monitor, clean up, remediate, remove contain, treat, detoxify, neutralise, rehabilitate, or in any way respond to or assess the affects of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description; and

b) any costs, expense, charge, fine or penalty, incurred, sustained, or imposed by order, direction, request or agreement of any court, governmental agency, or any civil, public or military authority.

With respect to this exclusion, the term "organic pathogens" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, virus, or their by products such as mycotoxins, mildew, or biogenic aerosol. "Organic pathogens" include but are not limited to Aspergillus, Penicillium, Stachybotrys Chartarum, Stachybotrys Atra, Trichodema and Fusarium Memnoniella.

31. **Bodily injury** or **property damage** arising out of asbestos or asbestos containing materials including but not limited to:

a) inhaling, ingesting, or physical exposure to asbestos or goods or products containing asbestos; or

b) the use of asbestos in constructing or manufacturing any goods, products, or structures; or

c) the removal of asbestos from any goods, products, or structures; or the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, mining, consumption, or disposal of asbestos or goods or products containing asbestos, or

d) Any governmental direction or request that the **Insured** or any other party, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize asbestos or asbestos containing products.

32. **Bodily injury** or **property damage** arising out of lead paint including but not limited to:

a) inhaling, ingesting, or physical exposure to lead paint or goods or products containing lead paint; or

b) the use of lead paint in constructing or manufacturing any goods, products, or structures; or
the removal of lead paint from any goods, products, or structures; or

c) the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, consumption, or disposal of lead paint or goods or products containing lead paint, or

d) arising out of any governmental direction or request that the **Insured** or any other party, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize lead paint or materials containing lead paint.

33. **Bodily injury** arising out of silica, crystalline silica or resulting in silicosis.

34. (a) The **Insured's** liability:

i) with respect to which an **Insured** under this Policy is also an **Insured** under nuclear energy liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such Policy but for its termination upon exhaustion of its limit of liability; or

ii) resulting from the hazardous properties of nuclear material and with respect to which:

A. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

B. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) The **Insured's** liability resulting from the hazardous properties of nuclear material if:

i) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of the **Insured**, or (2) has been discharged or dispersed therefrom;

ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the **Insured**; or

iii) the liability arises out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located with the United States of America, its territories or possessions or Canada, this Exclusion (b) iii) applies only to injury to or destruction of property at such nuclear facility.

As used in this Exclusion:

i) "hazardous properties" includes radioactive, toxic or explosive properties;

ii) "nuclear material" means source material, special nuclear material or by-product material;

iii) "source material" "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

iv) "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

v) "waste" means any waste material:

A. containing by-product material; and

B. resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof;

vi) "nuclear facility" means:

A. any nuclear reactor;

B. any equipment or device designed or used for:

(1) separating the isotopes of uranium or plutonium;

(2) processing or utilising spent fuel; or

(3) handling, processing or packaging waste;

C. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; and

vii) "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

35. in relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

EXTENDED REPORTING PERIOD ENDORSEMENT

In the event that Underwriters or the **Insured**:

1. cancel or refuse to renew this Policy for reasons others than the **Insured's** non-payment of premium or non-compliance with the terms or conditions of this Policy; or

2. agree to the renewal or replacement of this Policy but require or impose exclusion(s) that are not contained in this Policy,

a) then the **Insured** shall, in consideration of an additional premium (included within Item 6 of the Declarations), have the option to extend the coverage granted by this Policy for a further period of up to 36 months (the 'Extended Reporting Period'). However, if such option is exercised this Endorsement shall only apply: a) to **Claims** that are first made, in writing, against the **Insured** during the **Policy Period** or the Extended Reporting Period and notified to Underwriters during the Extended Reporting Period, that result from a **Professional Liability Incident** or **General Liability Incident** that happened on or subsequent to the Retroactive Date specified in the Declarations and prior to the date on which said Extended Reporting Period commenced; and

b) in the event the **Insured** exercises its option of extension under 2. above, to the coverage that has been excluded by virtue of such exclusion(s).

For the purposes of this Endorsement, a change in premium, Terms, Declarations, Insuring Agreements, Definitions, Exclusions and Conditions of this Policy shall not constitute a refusal to renew.

The refusal to renew by any co-insuring Underwriter shall not constitute a refusal to renew on the part of any Underwriter who has offered renewal of this Policy.

This option of extension must be exercised by the **Insured** by giving notice, in writing, sent by registered or certified mail, to Underwriters, not later than 30 days after the expiration date or the termination date of this Policy. If the **Insured** fails to exercise this option within such 30 days, the **Insured** shall not be entitled to exercise such option at a later date.

This Endorsement shall not operate to extend or increase Underwriters' Combined Policy Aggregate Limit of Liability stated in the Declarations for the last annual period prior to this Endorsement being invoked; such aggregate limit as a consequence shall apply to the last annual period and the Extended Reporting Period combined. For the purposes of this Endorsement, the last annual period, if Underwriters cancel this Policy, shall be the annual period in which Underwriters cancel this Policy.

This Endorsement shall not operate to extend the **Policy Period**.

If the **Insured** extends the coverage granted by this Endorsement, Underwriters shall not be able to cancel such extension of coverage.

MEDICAL PAYMENTS EXTENSION

Underwriters will pay medical expenses as described below for **Bodily Injury** caused by an **incident**:

1. On premises owned or rented by the **Insured**;

2. On ways next to premises owned or rented by the **Insured**; or

3. Because of the **Insured's** operations;

Provided that:

1. The incident takes place in the Territory and during the **Policy Period**;

2. The expenses are incurred and reported to Underwriters within one year of the date of the incident; and

3. The injured person submits to examination, at the Underwriters expense, by physicians of the Underwriters choice, as often as we reasonably require.

The Underwriters will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability. The Underwriters will pay reasonable expenses for:

1. First aid administered at the time of an incident;

2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

3. Necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS

The Underwriters will not pay expenses for **Bodily Injury**:

1. To any **Insured**

2. To a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.

3. 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.

4. To a person injured while taking part in athletics.

ABUSE AND MOLESTATION ENDORSEMENT

I. **INSURING AGREEMENT**

A. Underwriters shall pay those amounts that the **Insured** becomes legally obligated to pay as **damages** (and **Defense Expenses)** for **bodily injury**, **mental injury, advertising injury** or **personal injury** arising out of:

1. any **abuse or molestation incident** arising out of:

Negligent:

a) Employment;

b) Investigation;

c) Supervision;

d) Reporting to the proper authorities, or failure to report; or

e) Retention;

of a person for whom the **Insured** is or ever was legally responsible.

B. This insurance shall only apply if the **abuse or molestation incident** takes place during the period of this Policy.

C. All **Claims** for **damages** because of **bodily injury**, **mental injury**, **advertising injury**, or **personal injury** arising out of an **abuse or molestation incident** to the same person, including **damages** claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**, **mental injury**, **advertising injury**, or **personal injury**, shall be deemed to have been made if they are made during the period of the Policy to which this endorsement is attached.

D. Underwriters have the right and duty to defend any **suit** seeking **damages** to which this endorsement applies, until the applicable limit of insurance is exhausted. Further, the Underwriters may at their discretion investigate any **abuse or molestation incident** and independently settle any **claim** or **suit** that has been made against the **Insured**.

II. DEFINITIONS

For the purposes of this endorsement, the following additional definitions shall apply:

A. **Abuse or molestation incident** means any actual or alleged negligent act, error or omission resulting in abuse or molestation or threatened abuse or molestation.

B. **Mental Injury** means mental anguish or emotional distress.

III. LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. The **abuse and molestation incident** Limit of Liability stated in the Declarations and the information contained in this section limit how much Underwriters shall pay regardless of the number of:

1. **Insured's**;

2. **Claims** submitted or **suits** brought; or

3. Persons or organizations making **claims** or bringing **suits**.

B. The most Underwriters shall pay under this endorsement for **damages** for **bodily injury**, **mental injury**, **advertising injury** and **personal injury** arising from each **abuse or molestation incident** is limited by the each **abuse or molestation incident** limit of liability provided in the Declarations The total **damages** for all **bodily injury**, **mental injury**, **advertising injury**, and **personal injury** arising from all **abuse or molestation incidents** shall be limited to the Aggregate Limit of Liability in respect of **abuse or molestation incident** stated in the Declarations. The amount specified as the Aggregate Limit of Liability in respect of **abuse or molestation incident** stated in the Declarations shall form part of and not be additional to the Combined Policy Aggregate Limit of Liability specified in the Declarations.

C. All **claims** arising from continuous, related or repeated **abuse or molestation incidents** shall be treated as arising out of one **abuse or molestations incident**. The Limits of Liability in effect when the first **claim** is made against the **Insured** shall apply to all such **claims**.

D. Underwriters shall only be liable in excess of the Self Insured Retention specified in Item 4 of the Declarations of this Policy.

IV. EXCLUSIONS

This endorsement shall not apply to any individual who:

1. Committed or is alleged to have committed an act which results in an **abuse or molestation incident**; or

2. Knowingly failed to prevent any expected or intended **abuse or molestation incident**; or

3. Intentionally neglected to notify the proper authorities of any **abuse or molestation incident**.

However, these Exclusions do not affect the Underwriters duty to defend, in accordance with the Insuring Agreement, an **Insured** prior to determining, through the appropriate legal processes, that the **Insured** is responsible for a criminal act or has instructed, directed or provided approval for another concerning such criminal act.

DEFENDANT EXPENSES BENEFIT EXTENSION

This Policy will pay the **Insured** up to the Defendant Expense Benefit Limit of Liability stated in the Declarations, for all covered expenses incurred by the **Insured** as a result of a covered **claim**.

These amounts must result from the **Insured** being required by the Underwriters or by the defense attorney the Underwriters designate, to attend a trial, hearing or proceeding. In no event shall the amount payable hereunder exceed the aggregate Defendant Expense Benefit Limit of Liability shown in the Declarations regardless of the numbered of **Insureds** or the number of such proceedings.

ASSAULT EXTENSION

The Underwriters will pay the **Insured** up to the Assault Limit of Liability stated in the Declarations, for:

1. medical expenses the **Insured** incur, for injury to the **Insured**:

2. reimbursement for **Property Damage** to the **Insureds** personal property;

resulting from an assault on the **Insured** whilst carrying out their **Professional Services**, provided that;

1. such assault occurs during the **policy period**

2. the **Insured** or someone acting on the **Insureds** behalf, give the Underwriters written proof of **claim** and as soon as possible, under oath if required, and execute authorisation to allow the Underwriters to obtain copies of all medical documents relating to such assault; and

3. the **Insured** submit to physical examination by a physician(s) selected by the Underwriters when, and as often as, the Underwriters may reasonably require.

This coverage does not apply to **property damage** to any mode of transportation used by the **Insured** or **property damage** to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insureds** possession.

This coverage does not apply to any personal property lost or stolen during an assault on the **Insured**.

FIRST AID EXTENSION

The Underwriters will pay the **Insured** up to the First Aid Limit of Liability stated in the Declarations, amounts for which the **Insured** voluntarily make payment or incur for first aid rendered to a person, other than the **Insured**, as a result of injury caused by an incident, other than a medical incident, that occurs during the **policy period** and that the **Insured** promptly report to the Underwriters. The first aid must be provided within a 12-hour period after the injury incurred.

DAMAGE TO PROPERTY OF OTHERS EXTENSION

Underwriters will pay, up to the Damage to Property of Others Limit of Liability stated in the Declarations, for **property damage** that occurs during the **policy period** which is caused by the **Insured** to the property of others provided such **property damage** was not caused intentionally.

Within sixty (60) days from the date of **property damage**, the **Insured** must submit a sworn statement of such loss to the Underwriters. The **Insured** must also exhibit the damaged or destroyed property if such property is in the **Insured's** possession or control.

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

NO CLAIM BONUS CLAUSE

In the event that no claim is made on this policy and the renewal of this policy is effected with the Underwriters, the Underwriters will allow to the **Insured** a No Claim Bonus of 10% of the premium paid to Underwriters hereon, payable 12 months after the expiry of this insurance.
12/93
LSW718 (amended)

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional **insured** is a Named **Insured** under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The **Insured** undertakes that premium will be paid in full to Underwriters within 30 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to Underwriters by the 30 day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this contract by notifying the **Insured** via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full contract premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the **Insured** via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.
30/09/08
LSW3001

PREMIUM ADJUSTMENT CLAUSE

Insurers hereon agree to a premium adjustment, at the following terms:

Original Premium of USD 144,437 is based on 59,147 students and adjustable upwards (with a 0.925 discount rate applied), 14 days prior to expiration at USD 2.64 per student.

SUBJECT OTHERWISE TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS INSURANCE

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1820WLS22A039

Date contract printed to PDF: 17:28 05 July 2022

SIGNED UNDERWRITERS

Aggregated Offline Market - Disproportional Signing

Aggregated Offline Market - Disproportional Signing

50.000000% **Written**

U	A	2	2	M	M	5	7	6	E	5	X			

Ascot Underwriting Bermuda

50.000000% **Signed**

16:58 30 June 2022
Aggregated Offline Market - Disproportional Signing
Non PPL Underwriter
Bound Offline - Evidence held on file

Convex Group

convex

LIRMA **XIS C9800**

50.000000% **Written**

A	Z	2	6	0	L	2	2	C	0	0	0			

CSU - CLIP 2022

50.000000% **Signed**

11:14 20 June 2022
Convex Insurance UK Limited, LIRMA C9800
Matthew Sugden
Bound as Slip Leader, XIS Leader