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

Throughout this Coverage Part the words you and your refer to the Named Insured(s) shown on the Declarations Page and any other person, entity or organization qualifying as a Named Insured under this Coverage Part. The words we, us and our refer to Genesis Insurance Company.

The word Insured means any person or organization qualifying under SECTION II - WHO IS AN INSURED.

The words and phrases that are in bold have special meaning. Please refer to SECTION V - DEFINITIONS for their meaning or take note of the reference within the text.

SECTION I - COVERAGE

A. Insuring Agreement

1. Subject to the applicable Limit(s) of Insurance of this Coverage Part, we agree to indemnify the Insured for loss in excess of the retained limit which the Insured becomes legally obligated to pay because of a wrongful act(s) to which this insurance applies. Our indemnification obligation shall not arise until the Insured itself has paid in full the entire amount of its retained limit. The retained limit must be paid by the Insured, and may not be paid or satisfied, in whole or in part, by any other source of payment, including but not limited to other insurance, or negated, in whole or in part, by any form of immunity to judgment or liability. No other obligation or liability to pay sums or perform acts or services is covered. The Insured's obligation to pay loss, other than claim expenses, shall have been determined by judgment against the Insured after a contested claim or by written agreement, which has received our prior approval, between the Insured(s) and the claimant(s) or the claimant’s legal representative.

2. This insurance applies to a wrongful act(s) only if:
   a. The wrongful act(s) takes place in the coverage territory;
   b. The wrongful act(s), including all related wrongful act(s), takes place on or after the retroactive date, if any, shown in the Declarations Page and before the end of this policy period; and
   c. A claim(s) is first made against any Insured, in accordance with paragraph 3. below, during this policy period or any Extended Reporting Period we may provide according to SECTION IV.

3. A claim(s) will be deemed to have been first made at the earlier of the following times:
   a. When notice of such claim(s) is received and recorded by any Insured or by us, whichever comes first; or
b. When you become aware of a wrongful act(s), situation or circumstances which may subsequently give rise to a claim(s) being made against any Insured, and you give written notice to us, in accordance with SECTION E – DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT of the COMMON POLICY CONDITIONS, but not later than:

(1) The end of this policy period; or

(2) The end of any applicable Extended Reporting Period.

4. All claim(s) based on or arising out of the same wrongful act(s), or a series of related wrongful act(s), by one or more Insureds will be considered first made when the first of such claim(s) is made and will be considered a single claim. Only one retained limit and one each claim Limit(s) of Insurance will be applicable to such single claim.

5. When the Insured's legal obligation to pay loss to which this insurance applies has been determined, and this amount is greater than the relevant retained limit, then and only then will the Insured be entitled to make claim for indemnity under this Coverage Part. In such case, the Insured will make claim for indemnification under this Coverage Part as soon as practicable after it has paid or will pay the retained limit. We will then indemnify the Insured for loss that exceeds this Coverage Part’s retained limit subject to the Coverage Part’s relevant Limit(s) of Insurance set forth in the Declarations Page or in any endorsement.

B. Defense

We have no duty to defend any claim(s) but we will have the right and you will give us the opportunity to associate in the defense of any claim(s) against the Insured seeking damages for wrongful act(s), which, in our sole opinion, may create indemnification obligations for us under this Coverage Part. In addition:

1. The Insured, or the Named Insured on the Insured's behalf, has the duty to defend any claim(s) seeking damages to which this insurance applies and will be responsible for paying any claim expenses. The claim expenses incurred by the Insured serve to erode this Coverage Part’s retained limit.

2. The Insured must obtain our prior written consent before offering or agreeing to pay an amount which exceeds the retained limit in order to settle any claim(s) seeking damages to which this insurance applies either in whole or in part.

3. We will also have the right, but not the duty, to assume control in the defense of any claim(s) which, in our sole opinion, may create indemnification obligations for us under this Coverage Part. This assumption of control will include, but not be limited to:

   a. The investigation of any wrongful act(s) or claim(s);

   b. The selection or retention of defense counsel;

   c. The appeal of any judgment; or

   d. The settlement of any claim(s).

In the event we exercise our rights specified in this paragraph, the Limit(s) of Insurance and the Insured's responsibility to pay the retained limit(s) and handling of the claim expenses will remain unchanged as stated in the Coverage Part or as amended by Endorsement.
4. If we recommend to the Insured a settlement of any claim(s), the amount of which exceeds the retained limit(s), the Insured will in good faith attempt to settle the claim(s) with the claimant(s) or claimant’s legal representative at or below the recommended settlement amount.

C. Exclusions

This insurance does not apply to any loss:

1. Based upon, or arising out of, any wrongful act(s) or claim(s) which are the subject of any notice given under any policy or policies the term of which has expired prior to the inception date of this policy.

2. Arising out of any wrongful act(s) or related wrongful acts that takes place prior to the inception date of this Coverage Part, provided that any person referenced in paragraph 1. of SECTION E, DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT of the COMMON POLICY CONDITIONS knew or reasonably should have foreseen that such wrongful act(s) or related wrongful acts would give rise to a claim(s).

3. Brought about or contributed to by the fraud, dishonesty or bad faith of an Insured or arising from the deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the Insured. The actual or alleged conduct of any Insured will not be imputed to any other Insured for the applicability of this exclusion.

4. Arising out of or attributable to the Insured gaining profit, advantage, or remuneration to which the Insured is not entitled. The actual or alleged conduct of any Insured will not be imputed to any other Insured for the applicability of this exclusion.

5. Arising directly or indirectly out of any Insured's:

   a. Obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including any subsequent amendments or any similar federal, state or local law or regulation;

   b. Activities in any fiduciary capacity; or

   c. Failure to effect, adequately purchase or maintain any insurance, bond or self-insurance fund.

6. Arising out of any land use issue, including but not limited to, condemnation, inverse condemnation, adverse possession, dedication by, adverse use, or disputes involving the application of impact or linkage fees. This includes but is not limited to takings and partial takings of private property resulting from the application of a land use, zoning, building, subdivision or similar ordinance or regulation.

7. Arising directly or indirectly out of:

   a. Bodily injury;

   b. Property damage;

   c. Personal injury;

   d. Advertising injury.

This exclusion does not apply to loss arising out of any employment wrongful act(s).
8. a. Arising directly or indirectly out of or contributed to by any actual or alleged violation of:
   (1) The Securities Act of 1933;
   (2) The Securities Exchange Act of 1934;
   (3) The Public Utilities Holding Act of 1935;
   (4) The Trust Indenture Act of 1939;
   (5) The Investment Company Act of 1940; or
   (6) Any State Blue Sky Laws.

   b. Based upon common law principles of liability similar to any law listed in a. above; or

   c. Involving, directly or indirectly:
      (1) Debt security financing, including but not limited to bonds, notes and debentures; or
      (2) The investment of, or the failure to invest, public funds, including but not limited to the use of derivative investment instruments.

9. a. Which arises directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

   b. Cost or expense arising directly or indirectly out of any:
      (1) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants;
      (2) Claim by or on behalf of a governmental authority or others because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants; or
      (3) Insured's wrongful act in complying with, enforcing or enacting any rule, ordinance, law or regulation having to do with the prevention, mitigation, monitoring, clean up, removal, containment, treatment, detoxification, neutralization, or assessment of the effects of pollutants.

10. Cost or expense arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense result from or are contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

11. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
   a. The use of, sale of installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust.
b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;

c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. and b. above; or

d. Any obligation of the Insured to indemnify any party in connection with subparagraphs a. b. or c. above.

12. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:

a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;

b. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;

c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. or b. above; or

d. Any obligation of the Insured to indemnify any party in connection with subparagraphs a. b. or c. above.

13. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:

a. Any fungus(es) or spore(s);

b. Any solid, liquid, vapor, or gas produced by or arising out of any fungus(es) or spore(s);

c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);

d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(es) or spore(s);

e. The actual or threatened abatement, mitigation, removal or disposal of fungus(es) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);

f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a., b., c., d., or e. above; or

g. Any obligation of the Insured to indemnify any party in connection with subparagraphs a., b., c., d., e., or f. above.

Fungus(es) includes, but is not limited to, any form or type of mold, mushroom or mildew.

Spore(s) include any reproductive body produced by or arising out of any fungus(es).

14. Arising out of any Insured’s law enforcement activities. This includes, but is not limited to:

a. Loss payable to or caused by any person while being apprehended, held in custody, or who has escaped from custody; and
b. The operation of detention facilities.

This exclusion does not apply to loss arising out of any employment wrongful act(s).

15. Arising out of the destruction, theft, conversion, or disappearance of money, securities or the loss of use thereof.

16. Arising directly or indirectly out of rendering or failure to render professional services (even if unpaid) by:

   a. You;
   
   b. Any Insured; or
   
   c. Anyone else for whom you may be responsible.

17. Arising out of or related to any claim or other proceeding:

   a. By or on behalf of any Insured, whether directly or derivatively, against any other Insured; or
   
   b. By the spouse, child, parent, brother or sister of any Insured for consequential injury as a result of any injury to any Insured.

This exclusion does not apply to loss arising out of any employment wrongful act(s).

18. For which the Insured is liable or alleged to be liable under any contract or agreement, including any expressed or implied employment contract or any collective bargaining agreement. This exclusion does not apply to loss that the Insured would have in the absence of the contract or agreement.

19. Arising directly or indirectly out of or related to construction, architectural, or engineering contracts or to any other contract for the purchase of goods or services.

20. Arising directly or indirectly out of:

   a. Any tax assessments or adjustments;
   
   b. The collection, refund, disbursement or application of any taxes; or
   
   c. Failure to anticipate tax revenue shortfalls.

21. Arising out of any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act.

22. Arising out of or in connection with any claim(s) for any salary, wages, or other employment related benefits which the Insured is liable to pay any employee by operation of the:

   a. Fair Labor Standards Act (except the Equal Pay Act);
   
   b. National Labor Relations Act;
   
   c. Workers Adjustment and Retraining Notification Act.
d. Consolidated Omnibus Budget Reconciliation Act of 1985;

e. Occupational Safety and Health Act; or

f. Other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any such law.

23. Arising out of any investigation, claim(s), or other proceeding seeking relief or redress in any form other than money damages, including but not limited to, costs, fees, or expenses which the Insured may become obligated to pay as a result of a consent decree, settlement or adverse judgment for declaratory relief or injunctive relief. This includes but is not limited to:

a. Any failure to integrate or desegregate the student enrollment or participation in any school district, school or educational or extracurricular program on the basis of race, ethnic background, or national origin;

b. The busing or other transportation of students to or from schools or extra-curricular events in connection with a program or plan of such integration or desegregation;

c. Causing or allowing the student enrollment or participation in any school district, school educational or extra-curricular program to be operated or administered on a discriminatory basis because of race, ethnic background or national origin; or

d. The failure to provide an appropriate individualized education program or related facilities or services, including but not limited to, any cause of action under the Individuals with Disabilities Education Act, American with Disabilities Act of 1990, Section 504 of the Rehabilitation Act or any similar federal, state or local law.

24. Arising directly or indirectly out of any law concerning workers compensation, unemployment insurance, social security, or disability benefits or any similar law.

25. Arising directly or indirectly out of the failure of any investment in any employee benefit program, including but not limited to stocks, bonds, or mutual funds, to perform as represented by an Insured.

26. Arising out of actual or alleged discrimination with respect to the administration of the Insured's employee benefit program including but not limited to discrimination based on race or national origin, religion or creed, age, sex, sexual orientation, handicap, pregnancy, physical disability, military status, or other employment practices whether or not any of the foregoing violated any federal, state or local governmental or regulation prohibiting such discrimination.

27. Arising out of non-employment harassment.

28. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:

a. Silica, silica-related dust, exposure to silica or the use of silica;

b. Any damages or any loss, cost or expense arising, in whole or in part, out of any

   (1) Claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or

   (2) Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
(a) Assessing the presence, absence or amount or effects of silica or silica-related dust;

(b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, neutralizing, abating, disposing of or mitigating silica; or

(c) Responding to silica or silica-related dust in any way other than as described in (2) (a) and (b) above;

c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. or b. above; or

d. Any obligation of the Insured to indemnify or contribute with any party in connection with subparagraphs a., b., or c. above.

29. Cost or expenses arising directly or indirectly out of the loss of, loss of use of, damages to, corruption of, inability to access, or inability to manipulate electronic data.

SECTION II - WHO IS AN INSURED

A. You are an Insured.

B. Each of the following is an Insured while acting within the scope of their duties as such:

1. All persons who were, are now, or will be your elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.

2. Current or former commissions, boards or other entities, including their current or former members, under your exclusive operation and jurisdiction.

3. All of your current or former employees, including teachers, student teachers, or school administrators while acting within the scope of their duties for the Insured and under your direction and control.

4. All persons who perform a service on a volunteer basis for you, provided such performance is under your direction and control. This does not include any person working on retainer or as an independent contractor.

5. Student Body Organizations including those involved with radio, television and publishing, Parent-Teacher Organizations, Booster Clubs, while under jurisdiction of your governing board.

6. Students, including the parents or legal guardians of those students, who serve as members of your safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.

7. The estate of any person in 1. through 6. above.

C. Any entity or organization you newly acquire or form and over which you have jurisdiction, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
1. Coverage under this provision is afforded only until the 90th day after you acquire or form the entity or organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to bodily injury or personal injury arising out of any employment wrongful act(s) committed before you acquired or formed the entity or organization; and

3. Coverage does not apply to wrongful act(s) that take place before you acquired or formed the entity or organization.

D. No person, entity or organization is an Insured with respect to any of the following boards, commissions or entities:

1. Airports;
2. Transit authorities;
3. Hospitals, nursing homes, clinics or other similar health facilities;
4. Housing authorities; or
5. Port authorities.

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

SECTION III - LIMIT(S) OF INSURANCE

A. The Limit(s) of Insurance shown in Item 3. of the Declarations Page and the rules below fix the most we will indemnify the Insured under this Coverage Part regardless of the number of:

1. Insureds;
2. Claims made; or
3. Persons or organizations making claims.

B. 1. The each claim Limit of Insurance is the most we will indemnify the Insured for loss under Coverage Part B for any single claim.

2. Subject to B. 1. above, the Coverage Part B Aggregate Limit of Insurance is the most we will indemnify the Insured for all loss for all covered claims deemed first made during the policy period.

C. The Coverage Part each claim Limit of Insurance and the Aggregate Limit apply to loss in excess of the retained limit shown on the Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part B, and will not be reduced by the retained limit.

D. If any occurrence covered in whole or in part under Coverage Part A of this policy (or any preceding or succeeding policy issued by Genesis Insurance Company or Genesis Indemnity Insurance Company) also constitutes a wrongful act(s) covered in whole or in part under Coverage Part B of this policy (or
any preceding or succeeding policy issued by Genesis Insurance Company or Genesis Indemnity Insurance Company), then only the Coverage Part with the higher limits for the each occurrence (Coverage Part A) or each claim(s) (Coverage Part B) Limit(s) of Insurance as listed on the Declarations Page or any Endorsement, and its corresponding retained limit, will apply. If the each occurrence (Coverage Part A) and the each claim(s) (Coverage Part B) Limit(s) of Insurance as listed on the Declarations Page or any Endorsement are equal, only one limit will still apply and it will be the each occurrence (Coverage Part A) Limit(s) of Insurance and its corresponding retained limit.

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

SECTION IV - EXTENDED REPORTING PERIODS

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. This Coverage Part is canceled or not renewed; or

2. We renew or replace this Coverage Part with insurance that does not apply to wrongful acts on a claims-made basis.

B. Extended Reporting Periods do not extend the Coverage Part period or change the scope of coverage provided. They apply only to claim(s) arising out of wrongful act(s), including all related wrongful act(s), that take place before the end of this Coverage Part's policy period.

Once in effect, Extended Reporting Periods cannot be canceled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of this Coverage Part's policy period, and lasts for 60 days.

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

D. A Supplemental Extended Reporting Period of 3 years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

You must give us a written request for this endorsement within 60 days after the end of the Coverage Part B policy period. The Supplemental Extended Reporting Period will not be effective unless you pay the additional premium in full within 15 days of the beginning of the start of the Supplemental Extended Reporting Period.

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

1. The exposures insured;

2. Previous types and amounts of insurance;
3. The **Limit(s) of Insurance** available under this Coverage Part for future indemnification payments; and

4. Other related factors.

The additional premium will not exceed 100% of the most recent annual premium for this Coverage Part.

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

E. **Extended Reporting Periods** do not reinstate or increase the **Limit(s) of Insurance** of this Coverage Part nor do they modify the handling of the **retained limit(s)**.

### SECTION V - DEFINITIONS

**A. Administration** means:

1. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for any **employee benefit program**.

2. Handling of records in connection with the **employee benefit program**; or

3. Effecting, continuing or terminating any employee participation in any benefit included in the **employee benefit program**, but this does not include the actual effecting, continuing or terminating of such **employee benefit program** which will be deemed to be a fiduciary act provided that all such **administration** is performed by a person authorized by the **Insured**. However, **administration** does not include handling payroll deductions.

**B. Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising your goods, products or services:

1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;

3. Misappropriation of advertising ideas or style of doing business; or

4. Infringement of another’s copyright, trade dress or slogan in your advertisement.

**C. Bodily injury** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these at any time.
D. **Claim(s)** means an oral or written demand or notice received by an **Insured** containing an allegation of **wrongful act(s)** committed by and seeking damages against an **Insured**. **Claim(s)** will include civil proceedings, arbitration, other alternative dispute resolutions, or other legal proceedings. **Claim(s)** will also include a charge or complaint filed with the EEOC or its state or local equivalent containing an allegation of **employment wrongful act(s)** committed by an **Insured**. With the exception of such allegations of **employment wrongful act(s)**, **claim(s)** will not include:

1. Any complaint or investigatory or enforcement action by any federal, state or local governmental agency; or
2. Any labor or grievance arbitration that is subject to a collective bargaining agreement.

E. **Claim expenses** mean:

1. Claim investigation costs;
2. Legal expenses; or
3. Litigation costs, including but not limited to **pre-** and **post-judgment interest** as required by law on awards and judgments and the cost of bonds to release attachments or to appeal without any obligation to furnish such bonds;

which are reasonable in amount and can be directly allocated to the defense of an **Insured** against a specific **claim** to which this Coverage Part applies.

**Claim expenses** do not include salaries and expenses of any **Insured** (including affiliate or subsidiary organizations of any **Insured**), annual retainers, overhead, and any fees paid for claim administration.

F. **Coverage territory** means anywhere in the world if the **Insured's** responsibility to pay damages is determined in a civil, arbitration or alternative dispute resolution proceeding brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

G. **Electronic data** means information, facts or programs stored as or on, created or used on, transmitted to or from computer software, including systems ad 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.

H. **Employee benefit program** means:

1. Group life insurance, employee assistance programs, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an employee of the **Insured** may subscribe to such insurance or plans; and
2. Unemployment insurance, social security benefits, workers compensation and disability benefits.

I. **Employment-related harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against a present or former employee of, or an applicant for employment with, the **Named Insured**.
J. Employment wrongful act(s) means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence or breach of duty by an Insured against a present or former employee of, or an applicant for employment with, the Named Insured, including, but not limited to, refusal to employ, termination of employment, wrongful demotion, wrongful failure to promote, negative evaluation, hostile work environment, reassignment, wrongful discipline, defamation, humiliation, false arrest, false imprisonment, coercion, libel, slander, retaliation, invasion of privacy, failure to grant tenure, employment-related harassment or discrimination.

K. Fungus(es) includes, but is not limited to, any form or type of mold, mushroom or mildew.

L. Loss means the total amount of damages, including any punitive or exemplary damages when not against public policy and attorney fees awarded in favor of third parties, the Insured is legally obligated to pay because of a wrongful act(s). Loss also includes related claim expenses, back pay, and front pay. Loss will be established after a contested claim or by a compromise settlement to which we have previously agreed in writing. Loss will be reduced by any recoveries or salvages which have been paid or collected. Loss does not include any damages, costs, or expenses incurred by any Insured in making physical changes, modifications, alternations, or improvements as part of an accommodation or any cause of action of any person pursuant to the Individuals with Disabilities Education Act, American with Disabilities Act of 1990, Section 504 of the Rehabilitation Act or any similar federal, state or local law.

M. Non-employment harassment means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against anyone other than a present or former employee of, or an applicant for employment with, the Named Insured and shall include any alleged failure to prevent such conduct.

N. Offense means any of the offenses included in the definitions of advertising injury or personal injury.

O. Personal injury means injury, other than bodily injury, arising out of one or more of the following offenses from the conduct of your operations:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor,

4. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or

5. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy.

P. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Q. Post-judgment interest means interest of the full amount of any settlement, verdict, award or judgment that accrues after entry of the settlement, verdict, award or judgment and before we have paid, offered to pay, or deposited in court the part of the settlement, verdict, award or judgment that is within the applicable Limit(s) of Insurance.
R. **Pre-judgment interest** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.

S. **Professional services** mean any service by anyone engaged in the practice of medicine, including but not limited to, physicians, surgeons, osteopaths, chiropractors, anesthesiologists, dentists, psychiatrists, psychologists, nurses, paramedics, emergency medical technicians, first-aid attendants or pharmacists.

T. **Property damage** means:
   1. Physical injury to tangible property, including all resulting loss of use of that property; or
   2. Loss of use of tangible property that has not been physically injured.

U. **Related wrongful act(s)** will mean wrongful act(s) which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

V. **Retained limit** means the amount as shown in Item 2, Coverage Part B of the Declarations Page, Schedule of Retained Limit. This amount applies to each and every claim(s), and:
   1. Shall be comprised only of loss. The Insured shall be responsible for all claim expenses incurred without the right to indemnification in accordance with this Coverage Part's terms and conditions until the retained limit is exhausted as a result of loss;
   2. Shall not be impaired by any claim(s) or part of claim(s) brought against the Insured for coverages which are not included in the terms of this Coverage Part; and
   3. Payment of retained limit may not be satisfied by any other insurance or negated in whole or part by any form of immunity to judgment or liability.

W. **Silica** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

X. **Silica-related dust** means a mixture or combination of silica and other dust or particles.

Y. **Spore(s)** include any reproductive body produced by or arising out of any fungus(es).

Z. **Wrongful act** means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence, or breach of duty by an Insured solely in the course of the Insured’s duties for you. Wrongful act will also include such acts in the administration of an employee benefit program and employment wrongful act(s).