

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Endorsement
Number_____

POLICY NUMBER	ENDORSEMENT EFFECTIVE	COMPANY
NAMED INSURED		COVERAGE PARTS AFFECTED The College And University Policy Retained Limit Form Coverage Part A and/or Coverage Part B

CHANGES

AMENDATORY ENDORSEMENT

When Coverage Part A – College and University Liability Coverage is included in this policy, the following provisions apply:

COVERAGE PART A – COLLEGE AND UNIVERSITY LIABILITY COVERAGE

A. **SECTION I – COVERAGE, A. Insuring Agreement** paragraph 1.is amended to include the following:

However, it is agreed that any available underlying insurance providing coverage for **employers liability** may be used to pay or satisfy the **retained limit** of the **Named Insured**. If payments for the underlying **employers liability** insurance reduce the available limit, the **Named Insured** will be responsible for the difference between the underlying limits and the **retained limit**. If the underlying **employers liability** insurance is totally exhausted through the payment of claims or losses, the **Named Insured** will be responsible for paying the **retained limit** on all subsequent covered **occurrences**.

B. **SECTION I – COVERAGE, B. Defense** is amended to include the following:

If **we** exercise our right to associate in the defense of any claim or **suit** against the **Insured** seeking damages for **bodily injury, personal injury, advertising injury or property damage**, which, in **our** sole opinion may cause indemnification obligations for **us** under this coverage part, **we** will pay for **our** own costs and such costs will not reduce the **Limits of Insurance**.

C. **SECTION I – COVERAGE, C. Exclusions** paragraphs 6. b. and 17. are amended to include the following:

6. b. (Paragraphs a. and b. of this exclusion do not apply to:)

d) **Bodily injury or property damage** arising directly or indirectly of the out of the application of chlorine or other chemicals which are being used or intended for use in water used in swimming pools, wading pools or decorative fountains if such application was accidental and neither expected not intended by the **Insured** and if such applications meet all standards of any statute, ordinance, regulation, or license requirement of any federal, state or local government which apply to the use of these chemicals; or

- e) **Bodily injury** arising directly or indirectly out of the damage to any plant, equipment, or building for which **you** have legal responsibility as owner, tenant, or lessee and caused by lightning, windstorm, explosion, **vandalism and/or malicious mischief**.

17. This exclusion does not apply to any **fungus(es)** or **spore(s)** that are, are on, or are contained in, a good or product intended for bodily consumption.

D. **SECTION I – COVERAGE, C. Exclusion** paragraphs 10.d.2. and 19. are deleted and replaced with the following:

10. d. (2) Damage sustained to property held or in bailment at **your parking lot and parking garage** operations or in automobile repair class operations. (For claims described in this exception, the Each **Occurrence** Limit and the Coverage Part Aggregate Limit of this Coverage Part as stated in **Item 3. Limit(s) of Insurance, Coverage Part A**, of the **Declarations** do not apply. Instead, a separate limit of insurance of \$ _____ Each **Occurrence** and \$ _____ Coverage Part Aggregate Limit, in excess of the **retained limit**, apply.

19. **Property damages** arising from subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other land or earth movement, including earthquake.

E. **SECTION II – WHO IS AN INSURED** paragraph B 1. is deleted in its entirety and replaced with the following:

1. All persons who were, are now, or will be **your** Chancellors, Provosts, Directors, Officers, Trustees, or any equivalent position.

F. **SECTION IV – DEFINITIONS**, paragraph O. is amended to include the following:

7. Battery-powered, solar, experimental, or other non traditionally-powered vehicles developed as part of **your** educational program wherever operated for whatever purpose.

G. **SECTION IV – DEFINITIONS** is amended to include the following:

Employers liability means:

1. **Bodily injury** to:

- a. An employee of the **Insured** arising out of and in the course of employment by the **Insured**; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph a. above,

when liability coverage is not imposed by:

- (1) Any workers compensation, unemployment insurance, social security or disability benefits law, or any similar law; or
- (2) Any obligation of the **Insured** under the Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers Compensation Act.

When Coverage Part B – Educators’ Legal Liability Claims Made Coverage is included in this policy, the following provisions apply:

COVERAGE PART B – EDUCATORS’ LEGAL LIABILITY CLAIMS-MADE COVERAGE

A. **SECTION I – COVERAGE, B. Defense** is amended to include the following:

If **we** exercise our right to associate in the defense of any **claim(s)** against the **Insured** seeking damages for **wrongful act(s)**, which, in **our** sole opinion may cause indemnification obligations for **us** under this coverage part, **we** will pay for **our** own costs and such costs will not reduce the **Limits of Insurance**.

C **SECTION II – WHO IS AN INSURED** paragraph B 1. is deleted in its entirety and replaced with the following:

1. All persons who were, are now, or will be **your** Chancellors, Provosts, Directors, Officers, Trustees, or any equivalent position.

Nothing herein contained will be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Coverage Parts other than as stated above.

Signed at Stamford, Connecticut on