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SCHEDULE OF UNDERLYING INSURANCE  
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TYPE OR DESCRIPTION: ULTRAPACK PLUS

INSURER: E I E

POLICY NUMBER: Q41 0170330

POLICY PERIOD: 05-01-18/19

LIMITS OF INSURANCE:

EACH OCCURRENCE	\$ 1,000,000
PERSONAL & ADVERTISING INJURY	\$ 1,000,000
GENERAL AGGREGATE	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$ 2,000,000

TYPE OR DESCRIPTION: DIRECTORS & OFFICERS LIABILITY - CONDOMINIUMS

INSURER: E I E

POLICY NUMBER: Q41 0170330

POLICY PERIOD: 05-01-18/19

LIMITS OF INSURANCE:

EACH CLAIM	\$ 1,000,000
AGGREGATE	\$ 2,000,000

TYPE OR DESCRIPTION: NON-OWNED AND HIRED AUTO LIABILITY

INSURER: E I E

POLICY NUMBER: Q41 0170330

POLICY PERIOD: 05-01-18/19

LIMITS OF INSURANCE:

BODILY INJURY AND PROPERTY DAMAGE PER ACCIDENT	\$ 1,000,000
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100 Erie Insurance Place  
Erie, PA 16530

ERIE INSURANCE EXCHANGE  
BUSINESS CATASTROPHE POLICY

## RENEWAL CERTIFICATE

Agent	ITEM 2. Policy Period	Policy Number
WW1015 BAER INSURANCE SVCS INC	05/01/18 TO 05/01/19	Q29 0170816 WI

## ITEM 1. Named Insured and Address

SUMMER OAKS CONDO ASSOCIATION  
C/O ANDI SIMMON  
PO BOX 78  
LODI WI 53555-0078

## ITEM 3. Other Interest

## SCHEDULE OF FORMS

FORM NUMBER	EDITION DATE	DESCRIPTION
BCL	04/03	BUSINESS CATASTROPHE LIABILITY POLICY
CAT124	04/03	POLLUTION EXCLUSION
CAT120	04/03	SPECIAL COVERAGE ENDORSEMENT
CAT6	04/03	EXCLUSION - AUTOMOBILE LIABILITY
UF4810	03/08	IMPORTANT NOTICE-POLICY SERVICE FEES
UF3371	01/08	KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS
IL0283	09/07	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL
CAT165	07/11	UNDERLYING INSURANCE EXCLUSION/LIMITATION ENDORSEMENT
CU0107	11/11	WISCONSIN CHANGES
CU2700	04/13	UNDERLYING CLAIMS-MADE COVERAGE
CU0001	04/13	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
FORM SA	11/12	SUBSCRIBERS AGREEMENT
CU2186	05/14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
IL985F*	01/15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CU2130	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CAT192	08/16	AMENDMENT OF PROFESSIONAL SERVICES EXCLUSION
IL0017	11/98	COMMON POLICY CONDITIONS
CU2420	09/00	BROADENED BODILY INJURY DEFINITION



UFC447	09/17 *	IMPORTANT NOTICE TO POLICYHOLDERS - BUSINESS CATASTROPHE LIABILITY PROGRAM
GU143	03/09	AMENDMENT OF MOBILE EQUIPMENT DEFINITION
CAT183	11/09	UNINSURED MOTORIST COVERAGE EXCLUSION ENDORSEMENT - WISCONSIN
CAT184	11/09	UNDERINSURED MOTORIST COVERAGE EXCLUSION ENDORSEMENT - WISCONSIN
CU2171	06/15	EXCLUSION - UNMANNED AIRCRAFT
CAT166	09/17 *	BUSINESS CATASTROPHE LIABILITY EXTRA COVERAGES
CAT149	04/03 *	EXCLUSION - SEXUAL MISCONDUCT
CAT155	09/17 *	COVERAGE FOR PUNITIVE DAMAGES

ERIE INSURANCE  
BOAT PROTECTOR  
BUSINESS CATASTROPHE LIABILITY  
COMMERCIAL CRIME  
COMMERCIAL FIRE  
COMMERCIAL GENERAL LIABILITY  
COMMERCIAL INLAND MARINE  
DWELLING PROPERTY/PERSONAL LIABILITY  
FIVESTAR CONTRACTORS  
PERSONAL CATASTROPHE LIABILITY  
PERSONAL INLAND MARINE  
HOMEPROTECTOR  
MOBILE HOMEPROTECTOR  
ULTRAFLEX PACKAGE  
ULTRAPACK BUSINESS  
ULTRASURE FOR LANDLORDS  
ULTRASURE FOR PROPERTY OWNERS  
UF-3371 (Ed. 1/08) (R)

## **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or Agent, do not hesitate to contact the insurance company or Agent to resolve your problem.

**ERIE INSURANCE COMPANY  
ERIE INSURANCE EXCHANGE  
CUSTOMER SERVICE DEPARTMENT  
100 ERIE INSURANCE PLACE  
ERIE, PA 16530  
TOLL FREE # 1-800-458-0811, EXT. 3000  
TELEPHONE # 1-814-870-2000**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P. O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103

ERIE INSURANCE  
BOAT PROTECTOR  
BUSINESS CATASTROPHE LIABILITY  
COMMERCIAL FIRE  
COMMERCIAL CRIME  
COMMERCIAL GENERAL LIABILITY  
COMMERCIAL INLAND MARINE  
DWELLING PROPERTY/PERSONAL LIABILITY  
FIVESTAR CONTRACTORS'  
HOMEPROTECTOR  
MOBILE HOMEPROTECTOR  
PERSONAL CATASTROPHE LIABILITY  
PERSONAL INLAND MARINE  
SURETY  
ULTRAFLEX PACKAGE  
ULTRAPACK BUSINESS  
ULTRASURE FOR LANDLORDS  
ULTRASURE FOR PROPERTY OWNERS  
WORKERS' COMPENSATION  
UF-4810 (Ed. 3/08)

## IMPORTANT NOTICE - POLICY SERVICE FEES

Dear Policyholder:

**SERVICE FEES** - For policies effective on and after March 1, 2008, the following service fees will be applicable to all payment plans.

- **Returned Payment Fee** - A **\$25.00** charge will be applied to your account if your check or other payment is returned unpaid by your financial institution.
- **Late Fee** - A **\$10.00** charge will be applied to your account when a cancellation notice is issued on your policy because of non-payment of premium.
- **Reinstatement Fee** - A **\$25.00** charge will be applied to your account when your policy is reinstated with a lapse in coverage following cancellation of your policy because of non-payment of premium.

If you have any questions concerning this Important Notice, please contact your ERIE Agent.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

#### **Terrorism Premium (Certified Acts) § 2**

**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):**

Business Catastrophe Liability  
Ultrapack Plus

**Additional Information, if any, concerning the terrorism premium:**

#### **SCHEDULE – PART II (Refer to Paragraph B. in this endorsement)**

**Federal share of Terrorism Losses 85% Year: 2015**

**Federal share of Terrorism Losses 84% Year: 2016**

**Federal share of Terrorism Losses 83% Year: 2017**

**Federal share of Terrorism Losses 82% Year: 2018**

**Federal share of Terrorism Losses 81% Year: 2019**

**Federal share of Terrorism Losses 80% Year: 2020**

(Applicable if policy is in force)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses at-

tributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### **C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



ERIE INSURANCE GROUP

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

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

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:

- a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be changed. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
    - a. Are safe or healthful; or
    - b. Comply with laws, regulations, codes or standards.
  3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
  4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties and only with respect to that property.



ERIE INSURANCE GROUP

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BROADENED BODILY INJURY DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Definition 3. "bodily injury" of Section V - Definitions is replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury.

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## IMPORTANT NOTICE TO POLICYHOLDERS – BUSINESS CATASTROPHE LIABILITY PROGRAM

**This Notice summarizes a change to renewal policies.**

This Notice summarizes changes in terms, coverages and exclusions that will be effective upon renewal of your Business Catastrophe Liability (BCL) policy. Some of the changes described below will result in a reduction of coverage or the addition of an exclusion of coverage in your policy. Other changes may broaden, clarify or have no impact on coverage. This Notice does not reference every editorial change made in your policy.

### **Business Catastrophe Liability Extra Coverages CAT-166 (Ed. 9/17) UF-4065**

This endorsement modifies insurance provided under the Business Catastrophe Liability policy. Revisions are summarized below. *This endorsement is added to all policies and will be listed on your Declarations under the Schedule of Forms.*

#### **Broadening of Coverage:**

- Under Section IV – Conditions, the following condition was added:
  - **Primary And Non-Contributory Insurance** – This Condition provides that, when required by a written contract or agreement, insurance under the BCL policy is primary and non-contributory as respects other insurance issued to an additional insured.
- Under Section IV – Conditions, the following condition was revised:
  - **Transfer Of Rights Of Recovery Against Others To Us** – This Condition has been revised to include an automatic waiver of subrogation for additional insureds covered under the policy with respect to payments made under Section I, Coverage A, for bodily injury or property damage caused by an occurrence.

#### **Reduction or Clarification of Coverage:**

##### Incidental Medical Malpractice Coverage

- Under Section I – Coverage A – Bodily Injury And Property Damage Liability, the following language was revised:
  - The Insuring Agreement of Section I was revised to provide a specific definition of “incidental medical malpractice injury” which includes furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
  - Exclusions, Paragraph 2.s. – The Professional Services Exclusion (2.s) under Section I- Coverage A- Bodily Injury and Property Damage Liability was revised to reinforce that coverage does not apply if the insured is engaged in the business or occupation of providing the described diagnostic, medical or other health services and to exclude any expenses incurred by the insured for first aid to others at the time of an accident. The list of medical and health services that are excluded if the insured is engaged in the business or occupation of providing such services is clarified to include ambulance, paramedical, rescue squad, furnishing or dispensing of drugs or other supplies or appliances, and health or therapeutic services treatment or advice. Additionally, diagnostic, medical and other health services provided by any indemnitee are excluded if the indemnitee is engaged in the business or occupation of providing such services, as described in the endorsement.
- Under Section V – Definitions, the following definition has been added:

- **“Incidental medical malpractice injury”** has been added to clarify the incidental medical procedures covered under the policy.
- Under Section V – Definitions, the following definition has been revised:
  - **“Bodily injury”** has been reworded for clarification.

### **Workers Compensation Exclusion**

**Please be advised that the CAT-160 (Ed. 4/03) UF-9599 Workers Compensation Exclusion Endorsement** has been removed from renewal policies because your Business Catastrophe Liability policy **already excludes coverage** for any obligation you have under Workers Compensation or similar laws and **excludes coverage** for bodily injury to employees arising out of their employment. Existing provisions in the Commercial Liability Coverage Form CU0001 (Ed. 4/13) that exclude this coverage are stated below.

- The Commercial Umbrella Liability Coverage Form, CU0001 (Ed. 4/13), provides, under **SECTION I – COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, 2. Exclusions:**

This insurance does not apply to:

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

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

**g. Employer’s Liability**

“Bodily injury” to:

- 1) An “employee” of the insured arising out of and in the course of:
  - a) Employment by the insured; or
  - b) Performing duties related to the conduct of the insured’s business; or
- 2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph 1) above

### **Sexual Misconduct Exclusion added**

**Please be advised that the CAT-149 (Ed. 4/03) UF-8778 Exclusion – Sexual Misconduct** endorsement is being added to all Business Catastrophe Liability policies. The changes in coverage are summarized below. *This endorsement will be listed on your Declarations under the Schedule of Forms.* This endorsement may have been on your policy previously. If CAT-149 was already on your policy, then it remains applicable to your renewal policy.

**Reduction or Clarification of Coverage:**

- The Sexual Misconduct Exclusion is added to Paragraph 2, **Exclusions** under **Section I – Coverage A – Bodily Injury and Property Damage Liability** and to Paragraph 2a., **Exclusions** of Section I – Coverage B – Personal and Advertising Injury Liability and provides as follows:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising from “sexual misconduct”.

- Under Section V – Definitions, the following definition of sexual misconduct is added:

**"Sexual misconduct" means:**

1. Any act which would be considered a criminal act under any applicable federal, state, or local statute, ordinance, or law relating to sexual offenses;
2. Any actual or attempted touching of a person by another person for the purpose of obtaining sexual arousal or sexual gratification;
3. Any other act undertaken by a person for the purpose of obtaining sexual arousal or sexual gratification;
4. Any conduct characterized or interpreted as sexual intimidation or sexual harassment based on gender difference;  
or
5. Any conduct characterized or interpreted as being sexual in in nature.

Sexual misconduct is an intentional act. Your BCL policy already excludes injury or damage that is expected or intended. Please note that the following existing exclusion in the CU000 (Ed. 4/13) UF-3645 Commercial Liability Umbrella Coverage Form is part of your policy:

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

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

*If you have any questions concerning this Notice or your renewal policy and endorsements, please contact your ERIE Agent.*

This Notice is not an insurance policy or contract. All coverages are subject to the specific terms, conditions, limits, and exclusions contained in your renewal policy and all applicable endorsements. PLEASE READ YOUR RENEWAL POLICY AND ENDORSEMENTS CAREFULLY for details regarding coverage including the limitation of coverage. In the case of any conflict between this Notice and the policy including endorsements, the policy language is controlling. Your payment of the renewal premium for this policy acknowledges your understanding and acceptance of the changes outlined in this Notice.

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

## **BUSINESS CATASTROPHE LIABILITY EXTRA COVERAGES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

#### **A. Incidental Medical Malpractice**

1. The following is added to Paragraph 1., - **Insuring Agreement of Section I - Bodily Injury And Property Damage Liability:**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. The following is added to Paragraph 2.S. - **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
  - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
  - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
  - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

- 4) Health or therapeutic service, treatment, advice, or instruction.

3. The following is added to **Section V - Definitions:**

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

#### **B. Products Redefined**

The following is added to the definition of "products-completed operations hazard" of **Section V - Definitions:**

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on the premises you own or rent.

#### **C. Waiver of Subrogation**

**Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions** is deleted and replaced by the following:

#### **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. We waive any right of recovery we may

have against an additional insured covered under this policy, but this waiver applies only with respect to payments we have made under Section I, Coverage A for "bodily injury" or "property damage" caused by an "occurrence" under this Coverage

**D. Primary and Non-Contributory Insurance**

When required by a written contract or agreement, this insurance is primary and non-contributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess or non-contributing, whichever applies, with this insurance.

**E. Definitions**

"Bodily injury" of Section V – Definitions is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE FOR PUNITIVE DAMAGES

(MARYLAND, KENTUCKY, NORTH CAROLINA, TENNESSEE, VIRGINIA, WEST VIRGINIA, WISCONSIN)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage is replaced by the following:

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" including punitive or exemplary damages to the extent allowed by law, in excess of the "retained limit", because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend, but:

- 1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits of Insurance; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;
  - 2) The "bodily injury" or "property damage" occurs during the policy period; and
  - 3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, than any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change, or resumption of the "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- 1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - 2) Receives a written or verbal demand or claim

for damages because of the "bodily injury" or "property damage"; or

3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

**B. Paragraph 1. Insuring Agreement of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:**

**1. Insuring Agreement**

a. We will pay on behalf of the insured the "ultimate net loss" including punitive or exemplary damages to the extent allowed by law, in excess of the "retained limit", because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend, but:

1) The amount we will pay for the "ultimate net loss" is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A and B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.



ERIE INSURANCE GROUP

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION - SEXUAL MISCONDUCT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**A.** The following is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2. a., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising from "sexual misconduct".

**B.** The following definition is added to **Section V - Definitions**:

"Sexual misconduct" means:

1. Any act which would be considered a criminal act under any applicable federal, state, or local statute, ordinance, or law relating to sexual offenses;
2. Any actual or attempted touching of a person by another person for the purpose of obtaining sexual arousal or sexual gratification;
3. Any other act undertaken by a person for the purpose of obtaining sexual arousal or sexual gratification;
4. Any conduct characterized or interpreted as sexual intimidation or sexual harassment based on gender difference; or
5. Any conduct characterized or interpreted as being sexual in nature.