

**EDUCATORS LEGAL LIABILITY
COVERAGE PART - DECLARATIONS (CLAIMS MADE)**



POLICY NUMBER: 57 UUN PC7799

THE COVERAGE AFFORDED BY THIS COVERAGE PART IS CLAIMS-MADE COVERAGE. THERE ARE CERTAIN CIRCUMSTANCES IN WHICH YOU MUST BE PROVIDED THE OPPORTUNITY TO PURCHASE EXTENDED REPORTING COVERAGE. THESE ARE EXPLAINED IN YOUR POLICY. PLEASE READ ALL PROVISIONS AND CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, SPECIFIED COVERAGES OF THIS INSURANCE ARE LIMITED GENERALLY TO LIABILITY FOR INJURIES FOR WHICH CLAIMS ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO US WHILE THE INSURANCE IS IN FORCE.

This EDUCATORS LEGAL LIABILITY COVERAGE PART consists of:

- A. This Declarations,
- B. Commercial General Liability Schedule,
- C. Educators Legal Liability Coverage Form, and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

RETROACTIVE DATE This insurance does not apply to "loss" arising out of a "wrongful act" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: 09/01/03

LIMITS OF INSURANCE

Subject to all terms of this Policy, the Limits of Insurance are:

Coverage A – Wrongful Act Liability

Each Claim Limit	\$1,000,000
Deductible - Each Claim	\$5,000
Wrongful Act Liability Aggregate Limit	\$1,000,000

Coverage B – Defense Reimbursement (Optional Coverage - Applies only when Limit and Deductible is shown)

Defense Reimbursement Each Claim Limit
Defense Reimbursement Deductible - Each Claim
Defense Reimbursement Aggregate Limit

Advance Premium: \$5,073.00

AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:
HC23700312 HC70360408 HC00670408 HC05290704 HC21900608
HC12101185T



EDUCATORS LEGAL LIABILITY COVERAGE FORM

CLAIMS MADE

THIS IS A 'CLAIMS MADE' COVERAGE PART. PLEASE READ ALL PROVISIONS AND CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS. YOUR COVERAGE PART APPLIES ONLY TO WRONGFUL ACTS THAT OCCUR ON OR AFTER THE RETROACTIVE DATE, IF ANY, AND PRIOR TO THE END OF THE POLICY PERIOD. YOUR COVERAGE PART APPLIES ONLY TO CLAIMS (I) FIRST MADE AGAINST THE INSURED ON OR AFTER THE INCEPTION DATE AND PRIOR TO THE END OF THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD; AND (II) REPORTED PRIOR TO THE END OF THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

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 shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company issuing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have specific meaning. They are defined in Section VI – Definitions or in the section in which they appear.

SECTION I – COVERAGES

A. Coverage A – Wrongful Act Liability

1. Insuring Agreement

- a. We will pay, on behalf of the insured, those sums which the insured shall become legally obligated to pay as "loss" because of a "claim" alleging a "wrongful act" to which this insurance applies.

The amount we will pay for "loss" is subject to a deductible and limited as described in Section III – Limits of Insurance and Deductible.

- b. We will have the right and duty to defend the insured against any "claim":

- (1) Alleging a "wrongful act" to which Coverage A applies; and
(2) Seeking "loss" because of such "wrongful act".

However, we will have no duty to defend the insured against any "claim" seeking "loss" because of a "wrongful act" to which this insurance does not apply. Our right and duty to defend ends when we have exhausted either the Each Claim Limit or the Wrongful Act Liability Aggregate Limit as described in Section III – Limits of Insurance and Deductible.

We shall have the right to select counsel to defend a "claim" to which this insurance

applies. At your request, we shall consult with you regarding the selection of counsel.

We will pay "defense expense" incurred in connection with any such "claim" we defend subject to a deductible as described in Section III - Limits of Insurance and Deductible. Payments for "defense expense" shall not exhaust the applicable Limits of Insurance for payment of "loss".

- c. We may, at our discretion, investigate any allegation of a "wrongful act" and settle any "claim" that may arise, provided:

- (1) We have your written consent to settle; and
(2) The settlement is within the applicable Limit of Insurance available.

In the event you refuse to consent to any reasonable settlement we recommend and such settlement is acceptable to the claimant, our liability will be limited to the amount of "loss" for which the "claim" could have been settled. We will also have the right to reimbursement for any "defense expense" we pay in connection with the "claim" on behalf of the insured after the date of such refusal.

- d. This insurance applies to a "wrongful act" which occurs anywhere in the world but only if: