

Board Office Use: Legislative File Info.	
File ID Number	19-2129
Introduction Date	11/13/19
Enactment Number	19-1640
Enactment Date	11/13/19 lf



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

(Excerpted Document)

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Meeting Date 11/13/19
Subject Approval of Request for Student Travel

Action Requested	Approval of Board Resolution No. <u>1920-0163</u> authorizing student travel by school site Coliseum College Prep Academy to <u>Belize</u> for the period of <u>11/23/19</u> through <u>12/1/19</u>
Itinerary and activities	Students received a full scholarship to travel to Belize through the AFAR Foundation for 10 days. The program is administered by No Barriers (this is our 8th year partnering with this organization) and GA Adventures is determining the itinerary. Students will visit 3 primary destinations - Belize City, San Ignacio, and Caye Caulker - for a combination of sustainable tourism and service based engagement with the local communities. The trip will include a tour of Mayan ruins, hikes to caves and waterfalls, a boat tour of the Hol Chan Marine preserve, and a service project with "Bike with a Purpose." The program is fully funded and requires no district funds.
Educational Purpose of Trip	Students complete a pre-expedition curriculum that examines history, culture, and geo-political context of the destination. For specifically Belize, we will be examining the African Diaspora and its relationship to the population of Belize, sustainable development relative to eco-tourism, and ancient Mayan history. Following the trip, they will complete a summary activity and a service project related to their expedition to share with the school community. In the past this has included presentations to middle school classes.
Teachers Attending Trip	Amy Boyle and Emily Novick
Site Administrator Affirms	<ul style="list-style-type: none"> Parental permission forms will be on file for all students participating and school has emergency communication protocol There will be sufficient and appropriate chaperones for this field trip (including at least one OUSD certificated employee and non-OUSD chaperones, if any, will meet criminal background check requirements) School will address financial or accessibility issues that might prevent students from participating
Recommendation	Approval of Board Resolution authorizing student travel described above.
Fiscal Impact	Amount of District funds to be used for trip costs will be \$ <u>0</u> Funding source for the trip will be: <input type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds <input checked="" type="checkbox"/> No District funds will be used Resource Code: _____ - _____

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**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 1920 - 0163

AUTHORIZATION FOR APPROVAL OF STUDENT TRAVEL

WHEREAS, the Board of Education believes that field trips and other travel opportunities for students are a valuable tool in supporting classroom instruction and promoting students' awareness of places and events;

WHEREAS, Board Policy 6143 requires the Board of Education of the Oakland Unified School District to approve all trips involving out-of-state and out of country travel; and

WHEREAS, pursuant to Board Policy 6143, the Superintendent requests the Board of Education to authorize student travel for the period of 11/23/19 through 12/1/19 to Belize by _____

NOW, THEREFORE, BE IT RESOLVED, the Board of Education of the Oakland Unified School District does hereby approve the following request for student travel:

School: Coliseum College Prep Academy

Destination: Belize

Departure Date: 11/23/19 Return Date: 12/1/19

Passed by the following vote:


AYES: Jumoke Hinton Hodge, Gary Yee, Roseann Torres, Shanthi Gonzales, James Harris and Acting President Jody London

NAYS: None

ABSTAINED: None

ABSENT: Student Directors Mica Smith-Dahl and Denilson Garibo and President Aimee Eng

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the Governing Board of the Oakland Unified School District at a Regular Meeting held 11/13/19.

By: 
Kyla Johnson-Trammell, Superintendent
Secretary, Governing Board



OUT-OF-STATE FIELD TRIP/EXCURSION REQUEST

Kpenell 9/30/19
Risk Mgt.
RECEIVED

Basic Directions

This packet is available on the Intranet (School Operations Library) as a fillable-saveable pdf file. If typed, similar fields will populate throughout the packet making it quicker and easier to complete.

1. Requests must be submitted to Network Superintendent no later than **120 days** prior to departure
2. Board approval is required for all out of state trips.
3. Return Health Services Notification Form to the School Nurse or Health Services at the time you are requesting approval for a field trip
4. Use of Restricted Funds requires additional approval by Office of Accountability Partners
5. Obtain fingerprint clearance and complete TB risk assessment (requirements per OUSD AR 1240) for all non-District employee chaperones. (Arrange through ousd.org/volunteers or email volunteers@ousd.org. Continuing volunteer chaperones must be fingerprint cleared at least once every 3 years.)
6. Generally 1:10 Adult to Student ratio is required as provided in OUSD Board Policy 6153
7. Check the Pre-Approved Vendor List for contract and insurance requirements
8. Out-of-state trips have a bifurcated approval system (1) to approve the request and (2) to approve the trip since not all information for the trip approval may available by the deadline for the request. When possible, submit the required documents for the trip approval along with the initial trip request to make the full approval process faster.

Required Documents for Request Approval	<input type="checkbox"/> Copy of program/vendor information describing vendor and scheduled activities <input type="checkbox"/> All facility, program or vendor agreements/contracts, including OUSD Educational Organization Contract <input type="checkbox"/> Certificate of insurance from all private vendors: Program (attach copy unless publicly owned and operated) Facility (attach copy unless publicly owned and operated or commercial lodging e.g. Holiday Inn) <input type="checkbox"/> Board Approval Memo and Board Resolution
Required Documents for Trip Approval	<input type="checkbox"/> "Checklist Prior to Trip Departure" <input type="checkbox"/> List of students and adults attending trip <input type="checkbox"/> "Declaration of Driver" and required attachments, completed by each driver of private or rental vehicle

TRIP INFORMATION TO BE COMPLETED BY TEACHER:

School or Center: Coliseum College Prep Academy Site Number: 232

Destination: Belize

Address: Various

Phone or Contact Info: [REDACTED]

Departure - Date: 11/23/19 Time: [REDACTED] Place of Departure: [REDACTED]

Return - Date: 12/1/19 Time: [REDACTED] Place of Return: [REDACTED]

Class(es)/Group Attending: Learning AFAR

Grade(s): 10-12 # of Students: 10 # of Adults: 2

Teacher Supervising Trip: Amy Boyle

Emergency Contact # During Trip: [REDACTED]

Supervising Teacher's Email Address: amy.boyle@ousd.org



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Site: Coliseum College Prep Academy

Teacher Supervising Trip: Amy Boyle

Destination: Belize

Date of Departure: 11/23/19

<p>Describe itinerary and activities:</p> <p><input checked="" type="checkbox"/> Trip will include swim or water activities)</p>	<p>Students received a full scholarship to travel to Belize through the AFAR Foundation for 10 days. The program is administered by No Barriers (this is our 8th year partnering with this organization) and GA Adventures is determining the itinerary. Students will visit 3 primary destinations - Belize City, San Ignacio, and Caye Caulker - for a combination of sustainable tourism and service based engagement with the local communities. The trip will include a tour of Mayan ruins, hikes to caves and waterfalls, a boat tour of the Hol Chan Marine preserve, and a service project with "Bike with a Purpose." The program is fully funded and requires no district funds.</p>	
<p>Names of teachers and staff attending trip:</p>	<p>Teachers: Amy Boyle and Emily Novick</p> <p>Staff:</p>	
<p>Describe mode of transportation for each leg of the trip:</p>	<p>Students will fly from [redacted] to Belize City. They will travel by private commercial vehicle (mini-bus) to San Ignacio and back. They will travel by chartered boat to Caye Caulker and back. They will depart Belize City by plane to [redacted].</p>	
<p>Describe educational purpose of trip, including how it aligns with grade level standards, supports the teaching and learning and/or parent ed/training component of site plan, including related activities prior to trip and student follow-up activities that will occur after the field trip/excursion:</p>	<p>Students complete a pre-expedition curriculum that examines history, culture, and geo-political context of the destination. For specifically Belize, we will be examining the African Diaspora and its relationship to the population of Belize, sustainable development relative to eco-tourism, and ancient Mayan history. Following the trip, they will complete a summary activity and a service project related to their expedition to share with the school community. In the past this has included presentations to middle school classes.</p>	

TRIP COSTS

District funds may be used to pay transportation costs for out of state trips or direct educational program costs. Transportation costs include airfare, bus fare, car fare, etc. related to transportation to/from the out-of-state destination and the transportation costs for the school sponsored activities during the trip. Direct educational program costs include admission fees for visits which are part of the program (e.g. museum).

District funds may NOT be used to pay for non-travel pupil expenses for out of state trips. Non-travel pupil expenses include meals, sundries, lodging, etc.

If you want to use District funds to pay for non-travel pupil expenses on an out of state trip, you must first obtain approval for a waiver of Education Code 35330 from the OUSD Board of Education and the State Board of Education.

Amount of District funds to be used for trip costs will be \$ 0

Funding source for the trip will be: General Funds Restricted funds No District funds will be used

Resource #: _____



Site: Coliseum College Prep Academy

Teacher Supervising Trip: Amy Boyle

Destination: Belize

Date of Departure: 11/23/19

PROGRAM/ADMISSION COSTS

Total Cost of Program/Admission: \$ 0 Source: General Funds Restricted No District Funds

Cost per student: \$ 0 Cost per adult: \$ 0

Org. Key	Object #	Resource #	Amount	Req #	PO #
	5829				
	5829				

TRANSPORTATION/CHARTER BUSES

Note: If buses will be used, the approved bus company list is located on the Intranet with the Field Trip information.

Bus Company: Walker Charter Services

of buses ordered: 0 Size of bus ordered: _____ Wheelchair accessible needed? _____

Cost of transportation: \$ _____ Source: General Funds Restricted Funds No District Funds

Org. Key	Object #	Resource #	Amount	Req #	PO #
	5826				
	5826				

HEALTH CONDITIONS/MEDICATION

Will there be any students participating in the field trip with the following conditions? Yes: No:

- Severe Allergy Student has an Epi-pen at school
- Asthma Student has an inhaler at school
- Diabetes Student has medication at school
- Seizures Student has medication at school
- Sickle Cell Anemia Student has medication at school
- Other condition(s): _____

Student has medication at school

Will any students need medications during the trip? Yes: No:

If the answer is yes, please fax the attached Health Services Notification Form to 879-4605.

CERTIFICATES OF INSURANCE

Facility/Program Insurance: Attach copies of Proof of Insurance from all private vendors (except publicly owned and operated).

District Insurance: Has vendor requested that OUSD provide a certificate of the District's insurance? Yes: No:
If yes, attach the written requirements provided by the Facility. (Once the Certificate of Insurance is prepared, it will be faxed to the contact person at the facility and the school site contact. The original certificate will then be sent to the school site contact and will be given to the facility if required.)

OFFICE OF ACCOUNTABILITY PARTNERS

If restricted funds are used for this field trip/excursion, Office of Accountability Partners approval is required to ensure compliant use of resources and alignment with the Single Plan for Student Achievement (SPSA). List the relevant SPSA Tracking Numbers to indicate alignment.

SPSA Tracking #: _____

1. Attach a copy of the site plan, if modified. Modified SPSA Date: _____
2. Documentation of the follow up activities is to be maintained at the site for State and Federal compliance review.



Site: Coliseum College Prep Academy

Teacher Supervising Trip: Amy Boyle

Destination: Belize

Date of Departure: 11/23/19

APPROVAL OF REQUEST	Signature	Check One		Date
		Approved	Denied	
Site Administrator <input checked="" type="checkbox"/> Trip aligns with grade level standards <input checked="" type="checkbox"/> Trip purpose, supervision plan, transportation, safety parameters and funding are appropriate <input checked="" type="checkbox"/> Reviewed agreements/contracts with any facility, program or vendor (attach copies) <input checked="" type="checkbox"/> Organization(s) involved in the trip have expertise in operating student trips	<i>[Signature]</i>	✓		9/27/19
Network Superintendent <input checked="" type="checkbox"/> Trip purpose, transportation, and funding are appropriate <input checked="" type="checkbox"/> Organization(s) involved in the trip have expertise in operating student trips	<i>[Signature]</i>	✓		9/30/19
Office of Accountability Partners (if restricted funds) <input type="checkbox"/> Compliant use of resources and in alignment with school site plan (SPSA)				
Risk Management <input type="checkbox"/> Business contracts, insurance, safety and policy compliance are sufficient <input type="checkbox"/> Notify Site of conditional approval of Request pending receipt of the completed Checklist Prior to Trip Departure (and attachments)	<i>[Signature]</i>	✓		10/19/19

APPROVAL OF TRIP	Signature	Check One		Date
		Approved	Denied	
Site Administrator <input checked="" type="checkbox"/> Forward the completed : (1) Checklist Prior to Trip Departure; (2) list of students and adults attending trip; (3) "Declaration of Driver" and required attachments, completed by each driver of private or rental vehicle	<i>[Signature]</i>	✓		9/27/19
Risk Management <input type="checkbox"/> Confirm receipt of completed Checklist, list of students/adults, and Declarations of Driver <input type="checkbox"/> Notify Site of Trip Approval once approved by Superintendent	<i>[Signature]</i>	✓		10/8/19
Superintendent <input type="checkbox"/> Approve/disapprove trip <input type="checkbox"/> Returns Request Form to Risk Management	<i>[Signature]</i>	✓		10/9/19



Site: 232

Teacher Supervising Trip: Amy Boyle

Destination: Belize

Date of Departure: 11/23/19

CHECKLIST TO BE COMPLETED BY SITE ADMINISTRATOR PRIOR TO TRIP DEPARTURE (initial each item certifying completion)

- AB "OUSD Student Field Trip/Excursion Permission Slip" has been signed by parent(s)/guardian(s) of all student participants.
- AB "Chaperone Agreement" (found on the Student Permission Slip) signed by all non-employee adult chaperones.
- AB OUSD Fingerprint clearance requirements per OUSD AR 1240 have been obtained for all non-District employee chaperones.
- AB No fees have been charged to students/parents related to this trip except where allowed by AR 3260.
- AB Meeting held for staff, noncertificated adults, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions, as required by OUSD AR 6153.
Meeting date: 10/11/19 and 11/13/19
- AB Health Conditions/Medication: School nurse or Health Services has been consulted at least two weeks prior to any field trip. Trip participant health information has been gathered and reviewed and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan has been developed by a school nurse to collect, secure, and dispense prescription medications from their original containers and consistent with physician's instructions. (See OUSD AR 5141.21)
- AB Supervision is by certificated personnel and assisted by other school employees, parent/guardian(s), or other authorized chaperones who are at least 21 years old. Site Administrator and trip leader are satisfied all chaperones are willing and able to perform required duties, including understanding and implementing instructions, health information for students in their group and responding effectively in the event of emergency.
- AB Adult to Student Ratio is at least 1:10 as required by OUSD BP 6153 (or higher if high risk activities). 1:5
- AS Sleeping arrangements and night supervision are safe and appropriate.
- AB Safety requirements have been met (e.g., first aid kits, emergency contact and health info, instructions for chaperones, cell phones). At least one adult has current First Aid/CPR training.
- AB Confirm that: (1) if destination is out of Oakland, arrangements have been made for use of an additional vehicle in event of illness or emergency and (2) students received instruction in safe conduct on bus or other transport.
- AL OUSD Declaration of Driver form completed and signed by driver and registered owners of any private vehicles used on trip and copy of proof of insurance and California driver's license are on file and secured at school site. The same forms may be used for multiple trips or for entire school year as long as insurance proof on file is updated. This requirement does not apply to licensed bus companies on the District's approved bus list or for public transportation entities, airlines or AMTRAK.
- AB Swim/Water Activities: OUSD "Procedures for Fields Trips including Swim or Water Activities" have been met.
- AB Confirm all student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) are covered by medical or accident insurance as required by AR 6153. Do not exclude students without insurance; however, contact Risk Management for instructions.
- AB Site and trip leader has a list of students and adults attending trip.

TRIP APPROVAL IS CONDITIONED ON COMPLETION OF THIS CHECKLIST

Aimee Eng 11/14/19
Aimee Eng
President, Board of Education

Kyla Johnson Trammell 11/14/19
Kyla Johnson Trammell
Secretary, Board of Education



NO BARRIERS YOUTH

Learning AFAR Oakland 2019

G-Adventures Belize Itinerary

**This is a sample itinerary and is subject to change*

DATE	OVERNIGHT LOCATION
Day 1 - November 23	Belize City
Morning/Afternoon <ul style="list-style-type: none"> • [REDACTED] 	
Evening <ul style="list-style-type: none"> • No Barriers Welcome, Orientation & Logistics Overview from Expedition Leader • Overnight in Belize City 	
Day 2 - November 24	San Ignacio/Hotel Cahal Pech
Morning <ul style="list-style-type: none"> • Breakfast at hotel • Depart for San Ignacio and arrive at the hotel around noon 	
Afternoon <ul style="list-style-type: none"> • Horseback Riding activity 	
Evening <ul style="list-style-type: none"> • No Barriers Opening Ceremony 	
Day 3 - November 25	San Ignacio/Hotel Cahal Pech
Morning/Afternoon <ul style="list-style-type: none"> • Full Day Waterfall/Jungle Hike 	
Evening <ul style="list-style-type: none"> • Group dinner • No Barriers Activities & Reflection • Overnight in San Ignacio 	
Day 4 - November 26	San Ignacio/Hotel Cahal Pech
Morning/Afternoon <ul style="list-style-type: none"> • Visit the Mayan ruins of Xuantunich 	
Evening <ul style="list-style-type: none"> • Group Dinner • No Barriers Activities & Reflection • Evening Free Time 	
Day 5 - November 26	San Ignacio/Hotel Cahal Pech



NO BARRIERS YOUTH

Morning <ul style="list-style-type: none">• Breakfast at Hotel	
Afternoon <ul style="list-style-type: none">• Afternoon spent exploring Mayan caves of Actun Tunichil Muknal or Crystal Cave & Ziplining	
Evening <ul style="list-style-type: none">• Group Dinner• No Barriers Mid-Way Ceremony	
Day 6 - November 28	Caye Caulker
Morning <ul style="list-style-type: none">• Travel by bus and boat to beautiful Caye Caulker, where "go slow" is the island's motto.	
Afternoon <ul style="list-style-type: none">• Explore the island on the G-Adventures- supported Bike with Purpose Tour.	
Evening <ul style="list-style-type: none">• Group Dinner• Overnight at Caye Caulker	
Day 7 - November 29	Caye Caulker
Morning <ul style="list-style-type: none">• Breakfast at hotel	
Afternoon <ul style="list-style-type: none">• Snorkel in the Hol Chan Marine Reserve or go for a dive in Blue Hole National Park	
Evening <ul style="list-style-type: none">• No Barriers Activities & Reflection• Overnight Caye Caulker	
Day 8 - November 30	Caye Caulker
Morning <ul style="list-style-type: none">• Breakfast at hotel	
Afternoon <ul style="list-style-type: none">• Afternoon hike and continue to explore Caye Caulker	
Evening <ul style="list-style-type: none">• No Barriers Activities & Reflection• Downtime at Hotel	
Day 9 - December 1	Travel Home!
Morning <ul style="list-style-type: none">• Breakfast at hotel	
Afternoon <ul style="list-style-type: none">• [REDACTED]	



NO BARRIERS YOUTH

WHAT'S WITHIN YOU IS STRONGER THAN WHAT'S IN YOUR WAY.

At NBY, we specialize in developing transformative global education programs through collaborative partnerships with educators around the world. We offer a wide variety of authentic, engaging and safe experiences, and we will work closely together to align this program with your unique goals and objectives. We are committed to the quality of your program, and unlike many other organizations, we will never combine your group with another.

Price includes:

- Roundtrip airfare
- NBY Expedition Leader with the group full time
- Private ground transportation (bus or van)
- Overnight accommodations during the expedition*
- All group meals throughout program (B/L/D)
- Bottled or purified water throughout the trip
- Expert local guides with group each day
- Customary tips for expert guides, coach drivers, supporting guides/experts, etc
- Cultural/educational activities (subject to availability in specified location)
- Entrance and activity fees to important sites, museums, landmarks, etc
- Emergency contact list of hotels, hospitals, and police stations in locations to be visited
- 24/7 emergency support team on call to support all NBY groups on the road

Price does not include:

- Personal spending money & expenses
- Food and snacks apart from the three meals provided

Additional Notes:

- Itinerary details and activity schedule(s) subject to change. We will stay as close as possible to the outlined itinerary, and we ask that the group be flexible in unpredictable circumstances.
- Accommodations not guaranteed until trip is confirmed through group registration. Rooms are typically doubles or triples shared by travelers of the same gender. Group Leaders/Adults can add a single room supplement if desired. Specific configurations may vary by location or availability.

Colorado Civil Union Act Policyholder Notice



On January 1, 2014, the Civil Union Act ("the Act") becomes effective. Under the Act, two persons of the same sex may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Colorado to a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law.

The Act further provides that a party to a civil union shall be included in any definition or use of the term "dependent", "family", "heir", "immediate family", "next of kin", "spouse", and other terms that denote a familial or spousal relationship.

A marriage between persons of the same sex, a civil union, domestic partnerships or a substantially similar legal relationship, legally entered into in another jurisdiction, shall be legally recognized in Colorado as a civil union.

Declarations – Travel Agents And Tour Operators Professional Liability Insurance Policy



This insurance is provided by: Steadfast Insurance Company

Policy Number: EOL9347202-05 **Agent:** Affinity Insurance Services, Inc.
 In CA: Aon Affinity Insurance Services, Inc.
 In MN: AIS Affinity Insurance Agency, Inc.
 In OK: AIS Affinity Insurance Services, Inc.
 In NY: AIS Affinity Insurance Agency

Renewal Of Number: EOL9347202-04

In consideration for the payment of premium and subject to all of the provisions of this policy, we agree with you to provide the insurance as stated in this policy.

Item 1. Named Insured: No Barriers USA
Address: 224 Canyon Ave, Suite 207
 Fort Collins, CO 80521

The Named Insured Is: Individual Partnership Joint Venture Corporation Organization LLC
Item 2. Policy Period: From: 12/28/2018 To: 12/28/2019
 12:01 a.m. Standard Time at the address shown in Item 1.

Item 3. Coverages	Limits of Liability	Deductible
A. Bodily Injury And Property Damage (except Auto)	Each Occurrence: \$5,000,000	\$2,500
B. Bodily Injury And Property Damage Automobile (except owned auto)	Each Occurrence: \$5,000,000	\$2,500
C. Professional Liability	Each Negligent Act Or Negligent Omission: \$5,000,000	\$2,500
D. Personal Injury	Each Offense: \$5,000,000	\$2,500
General Aggregate Limit	\$5,000,000	
Item 4. Fire Legal Liability (if applicable)	Any One Fire: \$50,000	\$2,500
Item 5. Abusive Act (if applicable)	Limits of Liability	Retention
Abusive Act (Occurrence Form Only)	Each Occurrence: \$2,000,000	\$2,500
Abusive Act Aggregate Limit	\$2,000,000	
Special Supplementary Payment Limit	\$1,000	
Item 6. Premium:	\$21,347.00	
Surplus Lines Tax:	\$640.41	
Grand Total:	\$21,987.41	

Item 7. Endorsements Effective At Inception: See Schedule Of Forms And Endorsements

This contract is delivered as a surplus lines insurance under the "Non-admitted Insurance Act." The insurer issuing this contract is not admitted in Colorado but is an approved non-admitted insurer. There is no protection under the provisions of the "Colorado Insurance Guaranty Association Act."

Signed by: *Ally W. Morrison, Esq.*
 Authorized Representative

Date: January 3, 2019

Schedule of Endorsements



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured

No Barriers USA

The following Forms and Endorsements are included on the policy:

<u>Form No</u>	<u>Edition</u>	<u>Title</u>
U-TAP-120-B CW	03/06	Travel Agents and Tour Operators Professional Liability Insurance
U-TAP-113-A CW	08/04	Named Insured
U-TAP-100-A CW	08/04	Additional Insured
U-TAP-101-B CW	11/15	Advertising Injury Liability Coverage Endorsement
U-TAP-107-A CW	08/04	Deductible
U-TAP-108-A CW	08/04	Extended General Liability
U-TAP-109-A CW	08/04	Host Liquor Liability Exclusion
U-TAP-117-A CW	08/04	Scheduled Activities Exclusion
U-TAP-214-A CW	11/07	Internet Usage - Amended Exclusion Z & Amended Travel Agency Operations
U-TAP-259-A CW	01/18	Crisis Response and Emergency Assistance Reimbursement
U-TAP-260-A CW	01/18	Disablement Contingency Coverage
U-GU-630-D CW	01/15	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
U-GU-767-B CW	01/15	Cap on Losses From Certified Acts of Terrorism
U-GU-1191-A CW	03/15	Sanctions Exclusion Endorsement
STF-GU-199-B CW	01/09	Important Notice - Service of Suit and In Witness Clause
STF-GL-10147-A CW	01/07	Abusive Act Liability Coverage Form
STF-GL-10148-A CO	01/07	Colorado Abusive Act Amendatory Endorsement
U-TAP-151-A CO	09/04	Colorado Amendatory

The following forms are for notification purposes only:

<u>Form No.</u>	<u>Edition</u>	<u>Title</u>
U-GU-1169-A CO	06/13	Colorado Civil Union Act Policyholder Notice

Named Insured



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

It is hereby understood and agreed that Item 1 of the Declarations, **Named Insured** is amended to include the following:

Item 1: Named Insured:

No Barriers USA
Soldiers to Summits
Global Explorers
Sage

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Additional Insured(s)



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Coverage Form

It is hereby understood and agreed that the following is added to Section III – PERSONS INSURED:

Any person(s) or organization(s) listed in the schedule below but only with respect to the **Travel Agency Operations** of the **Named Insured**.

It is further understood and agreed that Section II – EXCLUSIONS, Paragraph X1 is deleted in its entirety but only with respects to the **Insured(s)** listed in the schedule below.

Schedule

Insured(s):

Grand Canyon Youth
PO Box 23376
Flagstaff, AZ 86001

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Additional Insured(s)



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
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It is further understood and agreed that Section II – EXCLUSIONS, Paragraph X1 is deleted in its entirety but only with respects to the **Insured(s)** listed in the schedule below.

Schedule

Insured(s): Boys and Girls Clubs of Boston
200 High Street, 3rd Floor
Boston, MA 02110

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Additional Insured(s)



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Coverage Form

It is hereby understood and agreed that the following is added to Section III – PERSONS INSURED:

Any person(s) or organization(s) listed in the schedule below but only with respect to the **Travel Agency Operations** of the **Named Insured**.

It is further understood and agreed that Section II – EXCLUSIONS, Paragraph X1 is deleted in its entirety but only with respects to the **Insured(s)** listed in the schedule below.

Schedule

Insured(s):

The Lab School of Washington
4759 Reservoir Road, Northwest
Washington, DC 20007

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Certificate of Insurance

Travel Agents and Tour Operators

Professional Liability Insurance



UNDERWRITTEN BY
Steadfast Insurance Company

This is to certify that the insurance policies specified below have been issued by Steadfast Insurance Company to the insured named herein and that, subject to their provisions, exclusions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured as stated.

Named Insured: No Barriers USA
 Address: 224 Canyon Ave, Suite 207
 Fort Collins, CO 80521
 Location of Operations: Worldwide
 Type of Work Covered: Travel Agency and Tour Operations

Policy Number : EOL9347202-05	
Policy Period: From: 12/28/2018 To: 12/28/2019	
12:01 A.M.; standard time at the address of the named insured as stated herein.	
Coverages:	Limits of Liability
A. Bodily Injury and Property Damage (except automobile)	Each Occurrence \$5,000,000
B. Bodily Injury and Property Damage Automobile (except owned automobile)	Each Occurrence \$5,000,000
C. Professional Liability	Each Negligent Act or Negligent Omission \$5,000,000
D. Personal Injury	Each Offense \$5,000,000
General Aggregate Limit	\$5,000,000
Fire Legal Liability (if applicable)	Any One Fire \$50,000
Abusive Act	Each Occurrence \$2,000,000
Abusive Act Aggregate Limit	\$2,000,000

Effective Date: December 28, 2018

This Certificate Issued To:

Grand Canyon Youth
 PO Box 23376
 Flagstaff, AZ 86001

Steadfast Insurance Company

Countersignature:
 (if required by law)

Arthur W. Williams, III
 Authorized Representative

Print Date: January 3, 2019

As of the effective date noted above, certificate holder is included as an additional insured but only with respect to the operations of the Named Insured in connection with the travel and/or tour services provided.

Certificate of Insurance

Travel Agents and Tour Operators

Professional Liability Insurance



UNDERWRITTEN BY
Steadfast Insurance Company

This is to certify that the insurance policies specified below have been issued by Steadfast Insurance Company to the insured named herein and that, subject to their provisions, exclusions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured as stated.

Named Insured: No Barriers USA
Address: 224 Canyon Ave, Suite 207
Fort Collins, CO 80521
Location of Operations: Worldwide

Type of Work Covered: Travel Agency and Tour Operations

Policy Number : EOL9347202-05	
Policy Period: From: 12/28/2018 To: 12/28/2019	
12:01 A.M.; standard time at the address of the named insured as stated herein.	
Coverages:	Limits of Liability
A. Bodily Injury and Property Damage (except automobile)	Each Occurrence \$5,000,000
B. Bodily Injury and Property Damage Automobile (except owned automobile)	Each Occurrence \$5,000,000
C. Professional Liability	Each Negligent Act or Negligent Omission \$5,000,000
D. Personal Injury	Each Offense \$5,000,000
General Aggregate Limit	\$5,000,000
Fire Legal Liability (if applicable)	Any One Fire \$50,000
Abusive Act	Each Occurrence \$2,000,000
Abusive Act Aggregate Limit	\$2,000,000

Effective Date: December 28, 2018

This Certificate Issued To:
Boys and Girls Clubs of Boston
200 High Street, 3rd Floor
Boston, MA 02110

Print Date: January 3, 2019

Countersignature:
(if required by law)

Steadfast Insurance Company
Atty W. Williams, Esq.
Authorized Representative

As of the effective date noted above, certificate holder is included as an additional insured but only with respect to the operations of the Named Insured in connection with the travel and/or tour services provided.

Certificate of Insurance Travel Agents and Tour Operators Professional Liability Insurance



UNDERWRITTEN BY
Steadfast Insurance Company

This is to certify that the insurance policies specified below have been issued by Steadfast Insurance Company to the insured named herein and that, subject to their provisions, exclusions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured as stated.

Named Insured: No Barriers USA
Address: 224 Canyon Ave, Suite 207
Fort Collins, CO 80521
Location of Operations: Worldwide
Type of Work Covered: Travel Agency and Tour Operations

Policy Number : EOL9347202-05	
Policy Period: From: 12/28/2018 To: 12/28/2019	
12:01 A.M.; standard time at the address of the named insured as stated herein.	
Coverages:	Limits of Liability
A. Bodily Injury and Property Damage (except automobile)	Each Occurrence \$5,000,000
B. Bodily Injury and Property Damage Automobile (except owned automobile)	Each Occurrence \$5,000,000
C. Professional Liability	Each Negligent Act or Negligent Omission \$5,000,000
D. Personal Injury	Each Offense \$5,000,000
General Aggregate Limit	\$5,000,000
Fire Legal Liability (if applicable)	Any One Fire \$50,000
Abusive Act	Each Occurrence \$2,000,000
Abusive Act Aggregate Limit	\$2,000,000

Effective Date: December 28, 2018

This Certificate Issued To:

The Lab School of Washington
4759 Reservoir Road, Northwest
Washington, DC 20007

Print Date: January 3, 2019

Countersignature:
(if required by law)

Steadfast Insurance Company
Albert W. Morrison, Sr.
Authorized Representative

As of the effective date noted above, certificate holder is included as an additional insured but only with respect to the operations of the Named Insured in connection with the travel and/or tour services provided.

Advertising Injury Liability Coverage Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:
No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

The policy is hereby amended to include Advertising Injury Liability:

I. It is hereby understood and agreed that Section I – **INSURING AGREEMENT**, Paragraph A. 4., Coverage D. **Personal Injury Liability** is deleted in its entirety and replaced by the following:

4. Coverage D Personal and Advertising Injury Liability

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** because of **Personal and Advertising Injury Liability** caused by an offense anywhere in the world arising out of **Travel Agency Operations** of the **Named Insured** provided such offense is committed during the **Policy Period**.

II. It is further understood and agreed Section I – **INSURING AGREEMENT**, Paragraph B, is deleted in its entirety and replaced by the following:

B. Defense

The Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** on account of such **Bodily Injury, Property Damage**, negligent act or negligent omission or **Personal and Advertising Injury** to which this insurance applies, even if any of the allegations of the **Suit** are groundless, false or fraudulent. The Company shall have the right to conduct such investigation and settlement of any **Claim** or **Suit** as it deems expedient. The Company shall not be obligated to pay any **Claim** or judgment or to defend any **Suit** after the applicable **Limit of Liability** has been exhausted by payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C., **Supplementary Payments**.

III. It is hereby understood and agreed that Section II – **EXCLUSIONS**, Paragraphs R, S, and Y, are deleted in their entirety and replaced with the following:

R. Under Coverage C, to **Bodily Injury, Property Damage, or Personal and Advertising Injury**;

S. **Personal and Advertising Injury**:

1. Caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal and Advertising Injury**;

2. Arising out of oral or written publication in any manner of material if done by or at the direction of the **Insured** with knowledge of its falsity;
3. Arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;
4. For which the **Insured** has assumed liability in a contract or agreement, except an **Incidental Contract**. This exclusion does not apply to liability for **Damages** that the **Insured** would have in the absence of the contract or agreement;
5. Arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns or over which the **Insured** exercises control;
6. Arising out of a breach of contract, except an implied contract to use another's advertising idea in the **Insured's Advertisement**;
7. Arising out of the failure of goods, products or services to conform with any statement of quality or performances made in the **Insured's Advertisement**;
8. On the part of the **Insured** whose business is advertising, broadcasting, publishing, or telecasting;
9. Arising out of the unauthorized use of another's name or product in the **Insured's** email address, domain name, metatag, or any other similar tactics to mislead another's potential customer.
10. Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information

- Y.** Any **Claim** or **Suit** based upon or arising out of any piracy, infringement of a patent, copyright, trademark, servicemark, trade dress, trade name, trade secret or any other intellectual property rights. However, this exclusion does not apply to infringement, in the **Insured's Advertisement**, of copyright, trade dress or slogan.

IV. It is hereby understood and agreed that the following Definition is added to Section **IV – DEFINITIONS**:

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about the **Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an advertisement

V. It is hereby understood and agreed that Section **IV – DEFINITIONS**, Paragraph **P** is deleted in its entirety and replaced by the following:

P. Personal and Advertising Injury means injury including consequential **Bodily Injury** arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment,
2. Malicious prosecution;
3. The oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services.
4. Oral or written publication, in any manner, of material that violates a person's right of privacy;
5. Wrongful eviction from; wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
6. Infringing upon another's copyright, trade dress or slogan in the **Insured's Advertisement**; or

7. The use of another's advertising idea in the **Insured's Advertisement**.

VI. It is hereby understood and agreed that Section V – **LIMITS OF LIABILITY**, Paragraph **F** is deleted in its entirety and replaced by the following:

F. Under Coverage D:

1. Subject to **B** above, the **Limit of Liability** shown in the **Declarations** for Coverage D is the most the Company will pay for **Damages** on account of any offense to which Coverage D applies.
2. All **Personal and Advertising Injury** arising out of an offense or series of related offenses shall be considered as arising out of a single offense.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Deductible



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

I. For purposes of this endorsement, the following definition is added to Section IV – DEFINITIONS:

Defense Cost means:

1. Fees, costs and expenses charged by attorneys retained or approved by the Company; and
2. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim or Suit**.

Defense Cost shall not include:

1. Salaries, loss of earnings, reimbursement for the **Insured's** time or attendance required in any investigation, defense or appearance otherwise provided under Section I – **INSURING AGREEMENT C4**;
2. Other remuneration by or to any **Insured**.

II. For purposes of this endorsement, Section VI – DEDUCTIBLE is deleted in its entirety and replaced by the following:

VI. DEDUCTIBLE

The Deductibles set forth in the Declarations of the policy apply as follows:

- A. Under Coverage A, the each **Occurrence** Deductible applies to all **Damages and Defense Cost** because of all **Bodily Injury and Property Damage** as the result of any one **Occurrence**, regardless of the number of persons or organizations who sustain **Damages** because of that **Occurrence**.
- B. Under Coverage B, the each **Occurrence** Deductible applies to all **Damages and Defense Cost** because of all **Bodily Injury and Property Damage** as the result of any one **Occurrence**, regardless of the number of persons or organizations who sustain **Damages** because of that **Occurrence**.
- C. Under Coverage C, the each negligent act or negligent omission Deductible applies to all **Damages and Defense Cost** because of any negligent act or negligent omission or series of related negligent acts or negligent omissions, regardless of the number of persons or organizations who sustain **Damages** because of such negligent act or negligent omission or series or series of related negligent acts or negligent omissions.
- D. Under Coverage D, the each offense Deductible applies to all **Damages and Defense Cost** because of any offense or series of related offenses, regardless of the number of persons or organizations who sustain **Damages** because of such offense or series of related offenses.
- E. The Limits of Liability shall not be reduced by the application of the Deductible.
- F. If more than one coverage part applies to any **Occurrence**, negligent act or negligent omission, or offense, the **Named Insured** is required to pay a single Deductible, as determined by the highest applicable Deductible.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Extended General Liability



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Coverage Form

I. The following is added to Item 3 of the Declarations:

Item 3.	Coverages	Limits of Liability
	E Medical Payments	Each Person \$1,000

II. The following coverage is added to Section I – INSURING AGREEMENT, Paragraph A:

I. INSURING AGREEMENT

A. Coverages

5. Coverage E Medical Payments

- a. The Company will pay medical expenses as described below for **Bodily Injury** caused by an accident:
 - (1) On premises the **Named Insured** owns or rents;
 - (2) On ways next to premises the **Named Insured** owns or rents; or
 - (3) Because of the **Named Insured's Travel Agency Operations**,
provided that the following apply to Paragraphs a(1), a(2) and a (3) above:
 - (i) The accident takes place anywhere in the world during the **Policy Period**;
 - (ii) The expenses are incurred and reported to the Company within one (1) year of the date of the accident;
 - (iii) The injured person submits to physical examination, at the Company's expense, by physicians of the Company's choice as often as the Company reasonably required;
 - (iv) The injured person provides the Company with copies of all medical bills, reports, and records requested and shall furnish the Company with such authorizations as may be necessary in that regard;
 - (v) The injured person shall cooperate with the Company in providing information in the form of interviews, statements or testimony relevant to the Company's investigation of **Claim**.

- b. The Company will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability. The Company will pay reasonable expenses for:
 - (1) First aid at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

III. For purposes of this endorsement, the following exclusions are added to Section V – EXCLUSIONS:

ADDITIONAL EXCLUSIONS

This policy does not apply to:

- A. Any person who has presented a **Claim** or filed **Suit** against any **Insured** seeking **Damages** for **Bodily Injury** caused by an **Occurrence** as described above;
- B. **Bodily Injury** to any **Insured**;
- C. **Bodily Injury** to a person injured in that part of premise the **Named Insured** owns or rents that the person normally occupies;
- D. Any person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**;
- E. Any person to whom benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- F. Any person injured while taking part in athletics; or
- G. Any **Bodily Injury** excluded under Coverage A of the policy.

IV. For purposes of this endorsement, Section V – LIMITS OF LIABILITY, Paragraph B is amended as follows:

- B. The General Aggregate Limit shown in the Declarations is the most the Company will pay for the sum of all **Damages** under Coverage A, B, C, D and E.

Furthermore, the following is added to Section V – LIMITS OF LIABILITY:

Under Coverage E:

- 1. The each person Limit of Liability shown in this endorsement is the most the Company will pay for the sum of medical expenses under Coverage E above because of **Bodily Injury** sustained by any one person arising out of any one **Occurrence**.
- 2. All **Bodily Injury** arising out of continuous or repeated exposure to substantially the same general harmful conditions shall be considered as arising out of one **Occurrence**.

V. EXPANDED DEFINITION OF INCIDENTAL CONTRACT

For purposes of this endorsement, solely with respect to Coverage A and Coverage D of the policy, it is hereby understood and agreed that Section IV – DEFINITIONS, Paragraph G is deleted in its entirety and replaced with the following:

- G. **Incidental Contract** means a written hold harmless or indemnification agreement relating to the conduct of **Travel Agency Operations** by the **Named Insured** in which the **Named Insured** has assumed the tort liability of another party, provided such agreement was executed prior to the date of any injury or **Damage**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Host Liquor Liability Exclusion



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

It is hereby understood and agreed that Section II – EXCLUSIONS, Paragraph G is deleted in its entirety and replaced by the following:

- G. Any **Claim** or **Suit** for which the **Insured** or his indemnitee may be held liable by reason of:
1. Causing or contributing to the intoxication of any person;
 2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Scheduled Activities Exclusion



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

It is hereby understood and agreed that the following exclusion is added to Section II – EXCLUSIONS:

II. EXCLUSIONS

This policy does not apply to:

Any **Claim** or **Suit** arising out of any of the activities listed below in the schedule arranged or conducted by, or on behalf of the **Named Insured**.

Schedule

Activities: Mountain Climbing
Mountaineering
South Pole Allied Challenge
Fundraising
Whitewater Rafting

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Internet Usage – Amended Exclusion Z and Amended Travel Agency Operations



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

A. Section II. EXCLUSIONS, paragraph Z. is deleted and replaced by the following:

Z. Any Claim or Suit based upon or arising out of Internet Technology Services provided by the Insured. This exclusion does not apply to any negligent act or negligent omission involving researching travel-related information, placing reservations, or communicating by electronic mail by the Insured as part of the Insured's Travel Agency Operations, unless those activities of the Insured or any third party result in the transmission of computer viruses, corruption of databases, misappropriation, alteration or deletion of data or harm to the integrity of a computer system.

B. Section IV. DEFINITIONS, paragraph X. is deleted and replaced by the following:

X. Travel Agency Operations means all operations necessary to the conduct of a travel agency, tour operator, meeting planner or cruise-only agency. These operations would include researching travel-related information via the internet, placing reservations on behalf of a client via the internet, disseminating content via a website owned and operated by the Insured, and communicating by e-mail when any of these services are performed in the furtherance of Travel Agency Operations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Crisis Response and Emergency Assistance Reimbursement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

I. The following is added to Item 3 of the Declarations:

Item 3.	Coverages:	Limits of Liability	Deductible
	F. Crisis Response and Emergency Assistance	\$25,000	Not applicable

II. Section I. INSURING AGREEMENT, Paragraph A. Coverages is amended to include the following:

Coverage F Crisis Response and Emergency Assistance Reimbursement

The Company will pay reasonable **Crisis Response and Emergency Assistance Expenses** due to the interruption of a scheduled tour arranged by the **Insured** as result of a **Crisis Event**. The Company will make these payments regardless of fault.

III. Section IV. DEFINITIONS is amended to include the following solely with respect to coverage provided by this endorsement:

Crisis Event means:

- a. A tour participant fatality caused by an accident;
- b. The injury of two (2) or more tour participants caused by a single accident and requiring hospitalization of two (2) or more tour participants;
- c. **Fire**; or
- d. Natural disaster.

Crisis Response and Emergency Assistance Expenses means the following reasonable expenses incurred within seventy-two (72) hours of a **Crisis Event**:

- a. Emergency travel expenses for tour participants or their immediate families;

- b. Grief counseling expenses incurred by an **Insured**;
- c. Additional travel expenses incurred by an **Insured** as result of a crisis response;
- d. Emergency assistance provided to the family of a deceased or injured participant;
- e. Emergency response coordination, public relations or spokesperson assistance; and
- f. Emergency medical evacuation or repatriation of remains.

Fire means any hostile fire occurring at any destination, facility, or property, which is part of an organized tour, travel itinerary or travel arrangement, provided by an **Insured**, which results in an interruption of the services to be provided by more than four (4) hours or the complete inability of an insured or its vendor or supplier to provide such services. However, the term **Fire** shall not include any damaged property owned by an **Insured**, including but not limited to vessels, autos or lodging properties.

IV. Section V. **LIMITS OF LIABILITY**, Paragraph B is replaced with the following solely with respect to coverage provided by this endorsement:

- B.** The General Aggregate Limit shown in Item 3 of the Declarations is the most the Company will pay for the sum of all **Damages** under Coverage A, B, C, D and F.

V. The following is added to Section V. **LIMITS OF LIABILITY** solely with respect to coverage provided by this endorsement:

Under Coverage F:

- 1. Subject to B. above, the Limit of Liability shown in Item 3 of the Declarations for Coverage F is the most the Company will pay for the sum of **Crisis Response and Emergency Assistance Expenses** caused by **Crisis Events** to which Coverage F applies.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Disablement Contingency Coverage



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA

224 Canyon Ave, Suite 207

Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

I. The following is added to Item 3 of the Declarations:

Item 3.	Coverages:	Limits of Liability	Deductible
	G. Disablement Contingency Coverage	\$10,000	Not applicable

II. Section I. INSURING AGREEMENT, Paragraph A. Coverages is amended to include the following:

Coverage G Disablement Contingency Coverage

The Company will pay reasonable expenses in connection with a **Disablement Event** lasting more than two hours, to secure alternative transportation for the **Insured's** tour participants to the next destination on the itinerary or scheduled tour. In order for coverage to apply under this Coverage G, the **Insured** must provide the Company with written confirmation received from the transportation company that operates the disabled vehicle, substantiating that they were unable to provide substitute service within a two hour time frame of the actual disablement.

III. Section IV. DEFINITIONS is amended to include the following solely with respect to coverage provided by this endorsement:

Disablement Event means a total disablement of a non-owned or hired motor coach, bus, or van designed to carry sixteen passengers or more, that has been hired with a driver or chauffeur to provide transportation services for a scheduled tour arranged by the **INSURED**.

IV. Section V. LIMITS OF LIABILITY, Paragraph B is replaced with the following solely with respect to coverage provided by this endorsement:

B. The General Aggregate Limit shown in Item 3 of the Declarations is the most the Company will pay for the sum of all **Damages** under Coverage A, B, C, D and G.

V. The following is added to Section V. LIMITS OF LIABILITY solely with respect to coverage provided by this endorsement:

Under Coverage G:

1. Subject to B. above, the Limit of Liability shown in Item 3 of the Declarations for Coverage G is the most the Company will pay for the sum of alternative transportation expenses caused by all **Disablement Events** to which Coverage G applies.

VI. The following is added to Section VII. CONDITIONS solely with respect to coverage provided by this endorsement:

Coverage G Assignment, Refunds

In the event of loss under Coverage G, the **Insured** must execute an assignment of all rights and claims against the transportation company to the Company, for any sum paid by the Company for alternative transportation and not refunded or credited to the **Insured**. Any refund or credit received by the **Insured** in amounts up to the sum paid by the Company for alternate transportation, shall be payable to the Company within thirty (30) days of receipt by the **Insured**.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Insured Name: No Barriers USA
Policy Number: EOL9347202-05
Effective Date: 12/28/2018



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA: 5%

*Any 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 ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January 1, 2015 – December 31, 2015 federal share: 85%
January 1, 2016 – December 31, 2016 federal share: 84%
January 1, 2017 – December 31, 2017 federal share: 83%
January 1, 2018 – December 31, 2018 federal share: 82%
January 1, 2019 – December 31, 2019 federal share: 81%
January 1, 2020 – December 31, 2020 federal share: 80%

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer 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 Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM



Insured's Name	Policy Number	Effective Date	Endorsement Number
No Barriers USA	EOL9347202-05	12/28/2018	N/A

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

Travel Agents and Tour Operators Professional Liability Policy

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) 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 Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

SANCTIONS EXCLUSION ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



IMPORTANT NOTICE

Service of Suit and In Witness Clause

Service of Suit

In the event an action or proceeding arises under the contract, it is agreed that the Company, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver or limitation of the right to arbitration as set forth herein or 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 Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, IL 62703. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successors in office as its 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 of any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Illinois Corporation Service Company as the entity to whom the said officer is authorized to mail such process or a true copy thereof.

In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am – 4pm [CT])
Email: info.source@zurichna.com



ZURICH

Abusive Act Liability Coverage Form

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

Throughout this policy 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 policy. The words "we", "us" and "our" refer to the company providing 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 **bold** have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

ABUSIVE ACT LIABILITY

1. Insuring Agreement

a. We will pay **loss** because of **injury** resulting from an **abusive act** to which this insurance applies. We will have the right and duty to defend the insured against any **suit for loss** resulting from the **abusive act**. However, we will have no duty to defend the insured against any **suit for loss** to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or **suit** that may result. But:

(1) The amount we will pay for **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 **loss**.

No other obligation or liability to pay **losses** or perform acts and services or pay any other amounts is covered unless explicitly provided for under Supplementary Payments or Special Supplementary Payments.

b. This insurance applies only if:

(1) The **injury** caused by an **abusive act** begins during a **policy year** within the **policy period**; and

(2) The **abusive act** that causes the **injury** begins during the same **policy year**.

c. **Injury** caused by an **abusive act** which begins during any **policy year** includes any continuation, change or resumption of that **injury** from the same **abusive act** after the end of that **policy year**. Only the Limits of Insurance of the **policy year** in which the **abusive act** begins will apply to all such **loss** because of **injury** occurring during and subsequent to that **policy year**.

d. **Loss** because of **injury** includes **loss** claimed by any person or organization for care, loss of services, or death resulting at any time from the **injury**.

2. Exclusions

This insurance does not apply to:

a. **Injury** for which the insured is obligated to pay **loss** by reason of the assumption of liability under any contract or agreement, except and then only to the extent that the insured would have been liable in the absence of such contract or agreement;

b. Any claim made or **suit** brought by you or on your behalf or in the name or right of any insured, provided, however, this exclusion will not apply to any claim made or **suit** brought by a **volunteer**;

c. Any claim or **suit** based upon, arising out of or attributable, in whole or in part, to any **abusive act** that was alleged in or formed the basis of any litigation or claim that was pending at any time prior to the effective date of this Coverage Part;

d. Any claim or **suit** based upon, arising out of or attributable, in whole or in part, to any **abusive act** of which any insured, other than any insured actually committing the **abusive act**, has knowledge prior to the effective date of this Coverage Part;

e. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or similar law;

- f. Any **abusive act** committed by an **employee** or **volunteer** with a prior criminal conviction for an **abusive act**;
- g. Any person who actually or allegedly participated in, directed or knowingly allowed any **abusive act**.

3. **Supplementary Payments**

We will pay, with respect to any claim we investigate or settle, or any **suit** against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the **suit**.
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

4. **Special Supplementary Payments**

In addition to payments noted in **Supplementary Payments** above, we will reimburse you, only with respect to any claim or **suit** for an **abusive act** to which this insurance applies, for the following expenses you incur:

- a. Your reasonable expenses incurred in conducting an internal investigation of or counseling relating to allegations of an **abusive act**; and
- b. Your reasonable expenses in retaining the services of a media consultant or public relations professional in response to allegations of an **abusive act**.

These reimbursements will not reduce the Limits of Insurance. However, the most we will reimburse you for the sum of all such expenses, regardless of the number of **abusive acts**, claimants, claims, **suits** or insureds, is the Special Supplementary Payment Limit shown in the Declarations. We have no obligation to arrange for any of these services or pay any of the service providers on your behalf.

SECTION II – WHO IS AN INSURED

Each of the following is an insured:

- 1. You, but only with respect to the conduct of your business described in the Declarations;
- 2. Your **employees**, directors, officers, trustees, clergy, wardens, deacons, elders, teachers, members of the vestry, members of the board of trustees, members of standing committees, members of the board of governors or members of the board of education, but only while any of these persons is performing duties in the conduct of your business described in the Declarations; and
- 3. Any **volunteer**, but only while performing, with your consent, duties in the conduct of your business described in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Actual, alleged or threatened **abusive acts**;
 - c. Claims made or **suits** brought; or
 - d. Persons or organizations making claims or bringing **suits**.
- 2. The Aggregate Limit is the most we will pay for the sum of all loss covered under this Coverage Part with respect to any one **policy year**.

3. Subject to 2. above, the Each Abusive Act Limit is the most we will pay for the sum of all **loss** because of **injury** from any one **abusive act**. If any **abusive act** or **injury** resulting from that **abusive act** occurs in more than one policy or **policy year** that we have issued to you, we will pay the **loss** arising from such **abusive act** from the limits of insurance of just the one **policy year** in which the **abusive act** began. Should you not be able to determine exactly which **policy year** was in effect when the **abusive act** began, you can designate the **policy year** that you reasonably believe was in effect at the beginning of the **abusive act loss**. We will pay all such **loss** from only the limits of insurance of that designated **policy year**.

We will only pay **loss** in excess of the Each Abusive Act Deductible shown in the Declarations.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part. However, this provision shall not affect our ability to invoke any applicable statute of limitations, statute of repose or similar statute, common law principle or court rule on behalf of the insured.

2. Duties In The Event of Abusive Act, Claim or Suit.

- a. You will, as a condition precedent to your rights under this Coverage Part, give to us notice in writing of any **abusive act** or **injury** which may result in a claim or **suit**. To the extent possible, notice should include:

- (1) How, when and where the **abusive act** took place;
- (2) The names and addresses of any injured persons and any witnesses; and
- (3) The nature and description of any **injury** arising out of the **abusive act**.

- b. If a claim is made or **suit** is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or **suit** and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.

- c. You will, as a condition precedent to your rights under this Coverage Part:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of **injury** to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expenses, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a claim or **suit** seeking **loss** from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for any amount that is not payable under the terms of this Coverage Part or that is in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a **loss** covered under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary when no other valid and collectible insurance is available to the insured for a loss we cover under this insurance.

b. Excess Insurance

Subject to c. below, if other valid and collectible insurance is available to the insured for a loss we cover under this insurance, this insurance is excess over that insurance. When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. We will pay only our share of the amount of loss, if any, that exceeds the total amount that all such other insurance would pay for the loss in the absence of this insurance.

At our request, you will provide us with detailed information regarding all other insurance policies that have been issued to you as well as all other policies under which you could potentially seek coverage if you chose to do so. Also, at our request, you will tender any claim or suit that we designate to any insurer(s) that we designate, and cooperate with us in seeking coverage (including contribution and/or indemnification of any amounts that we pay under this policy) for such claim or suit from such insurer(s).

c. Non-Cumulation Of Insurance

In no event may the Limit of Insurance available under this policy be combined in any manner with the limits of insurance of any other insurance written by us or any of our affiliates.

These provisions do not apply to policies expressly written to be excess of this policy.

5. Representations

By accepting this policy, you agree the statements contained in the application and any documents or information submitted with it are true, accurate and complete, and that we have issued this Coverage Part in reliance upon those statements.

6. Separation Of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has the right 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 the loss to impair them. At our request, the insured will bring litigation or other proceedings, or transfer those rights to us and help us to enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to you written notice of the non-renewal no less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **Abusive act** means any act or series of acts of actual or threatened abuse or molestation done to any person, resulting in injury to that person, including any act or series of acts of actual or threatened sexual abuse or molestation done to any person, resulting in injury to that person, by anyone who causes or attempts to cause the person to engage in a sexual act:

- a. Without the consent of or by threatening the person, placing the person in fear or asserting undue influence over the person;
- b. If that person is incapable of appraising the nature of the conduct or is physically incapable of declining participation in or communicating unwillingness to engage in the sexual act; or
- c. By engaging in or attempting to engage in lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of any person.

All interrelated or continuous **abusive acts** committed by one person or persons acting in concert, shall be deemed to be one **abusive act**.

2. **Employee** means a person employed by the insured for compensation.

3. **Injury** means physical injury, sickness, disease, mental anguish, mental injury, shock or fright or death of the person(s) who is the subject of an **abusive act**.
4. **Loss** means those sums that the insured is legally obligated to pay as damages, provided, however, that **loss** will not include:
 - a. Taxes, fines or penalties;
 - b. Any damages awarded for punitive or exemplary purposes or any damages for which the amount is determined by the application of a multiplier, where such amounts are not insurable under applicable law; or
 - c. Any other sums that are uninsurable under the applicable law.All claims or **suits** based upon or arising out of or in any way involving the same or related **abusive act** or the same or related series of **abusive acts**, shall be deemed to be a single **loss**.
5. **Policy period** means the period of time from the effective date to the expiration date shown in the Declarations or to any earlier date of termination.
6. **Policy year** means the period of one year following the effective date of this policy or any anniversary thereof or, if the time between the effective date or any anniversary thereof and the termination of the **policy period** is less than one year, such lesser period.
7. **Suit** means a civil proceeding in which damages because of **injury** to which this insurance applies are alleged. **Suit** includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
8. **Volunteer** means a person who is not your **employee** and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.



ZURICH

Colorado Abusive Act Amendatory Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Abusive Act Liability Coverage Form

A. Section I – Coverages, Paragraph 1. Insuring Agreement, subparagraph b.(1) is replaced by the following:

b. This insurance applies only if:

(1) The **injury** caused by an **abusive act** begins during a **policy year** within the **policy period** anywhere in the world; and

B. Section II – Who Is An Insured is replaced by the following:

Each of the following is an Insured under this policy to the extent set forth below:

1. The Named Insured shown in Item 1 of the Declarations of this policy;
2. Any organization newly acquired or formed by the Named Insured, other than a partnership, joint venture or limited liability company, over which the Named Insured maintains majority interest, but only for **abusive acts** that take place subsequent to the acquisition or formation by the Named Insured, and only if the newly acquired or formed organization is reported to the Company within 60 days;
3. Any owner, principal, executive officer, director or stockholder of the Named Insured acting within the scope of their duties for the Named Insured;
4. Any **employees** of the Named Insured while acting in the scope of their duties for the Named Insured;
5. Independent contractors who are individuals working under contract with the Named Insured to sell the Named Insured's travel services, but only when selling the Named Insured's travel services or conducting the Named Insured's **travel agency operations**; or
6. Any individual while acting as a tour guide or tour escort working under contract with the Named Insured, but only with respect to liability out of a tour being conducted for the Named Insured.

C. Section IV – Conditions is changed as follows:

1. Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance** is amended per the following:

This insurance is excess over any other insurance:

- (1) If the insured's liability to pay **loss** is determined in a **suit** brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- (2) That is coverage required by law, regulation or other governmental authority outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Paragraph 8. **When We Do Not Renew** is replaced by the following:

8. Cancellation, Nonrenewal And Conditional Renewal

Cancellation

- a. This policy may be canceled by the first Named Insured shown in Item 1 of the Declarations by surrender of the policy to us or by mailing written notice to us stating when such cancellation shall take effect. If canceled by the first Named Insured shown in Item 1 of the Declarations, we shall retain the customary short-rate proportion of the premium. In no event may the requested date of cancellation be greater than ten (10) days prior to the date the request is received by us.
- b. This policy may be canceled by us by mailing written notice by certified mail or first class mail to the first Named Insured at the address shown in Item 1 of the Declarations, and mailing to the producer of record, if any. Such cancellation shall be no fewer than forty-five (45) days from the date the notice is mailed unless the policy is canceled because the first Named Insured shown in Item 1 of the Declarations has failed to pay a premium. In that event, such cancellation shall take effect no fewer than ten (10) days from the date the notice is mailed.

We may cancel this policy for the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made on the application for insurance; or
- (3) A substantial change in the exposure or risk from what was indicated on the application and underwritten as of the effective date of the policy unless the first Named Insured shown in Item 1 of the Declarations has notified us of the change and we accept such change.

If the policy is canceled by us, the earned premium shall be computed pro-rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter but not more than forty-five (45) days after the effective date of cancellation by us or after the date of entitlement established by notification of cancellation or as otherwise established. Failure to pay any premium adjustment at, on, or around the time of the effective date of cancellation shall not alter the effectiveness of cancellation.

Nonrenewal

- a. If we elect not to renew this policy, we shall mail by certified mail or first class mail to the first Named Insured at the address shown in Item 1 of the Declarations, and mail to the producer of record, if any, written notice of nonrenewal, at least forty-five (45) days prior to the expiration of this policy.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
 - (1) We or another company within the same insurance group has offered to issue a renewal policy; or
 - (2) The first Named Insured shown in Item 1 of the Declarations has obtained replacement coverage or agreed in writing to do so.

Conditional Renewal

- a. If we elect to renew this policy and the renewal is subject to any of the following:
 - (1) Increase in premium;
 - (2) Change in the Deductible;
 - (3) Reduction in Limits of Liability; or
 - (4) Reduction in coverage;

We shall mail by certified mail or first class mail written notice of the change(s) to the first Named Insured at the address shown in Item 1 of the Declarations and to the producer of record, if any, at least forty-five (45) days prior to the anniversary or expiration date of the policy.

- b. If renewal is subject to any condition described in a.(1) through a.(4) above, and we fail to provide notice forty-five (45) days prior to the anniversary or expiration date of this policy, the following procedures apply:
 - (1) The present policy will remain in effect until the earlier of the following:
 - (a) Forty-five (45) days after the date of mailing or delivery of the notice; or

(b) The effective date of replacement coverage obtained by the first Named Insured shown in Item 1 of the Declarations.

(2) If the first Named Insured shown in Item 1 of the Declarations elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

(a) The rates applicable to the terminated policy; or

(b) The rates presently in effect.

(3) If the first Named Insured shown in Item 1 of the Declarations accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

3. The following conditions are added:

9. Premium

All premiums for this policy shall be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

10. Assistance and Cooperation of the Insured

a. The insured shall cooperate with us and, upon our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury arising out of any abusive act, with respect to which insurance is afforded under this policy.

b. The insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

c. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of loss without our consent. The insured shall promptly take at his or her expense all reasonable steps to prevent related damages from arising out of the same or similar conditions, but such expenses shall not be recoverable under this policy.

d. The insured shall cooperate with the us in its investigation of any claim or loss, abusive act or offense including prompt compliance with all requests for documents and information deemed relevant by us and providing interviews, statements and/or examinations under oath as often as we shall reasonably require.

e. All coverage under this policy shall be void if the insured knowingly misrepresents or conceals any material fact in connection with the presentation or submission of any claim or suit, or our investigation or defense thereof.

11. Changes

This policy contains all the agreements between the insured 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.

12. Assignment

Assignment of interest under this policy shall not bind us until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by the policy shall apply:

a. To the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such; and

b. With respect to the property of the Named Insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

13. Sole Agent

If there is more than one Named Insured in this policy, the first Named Insured shall act on behalf of all insureds for all purposes, including but not limited to:

a. The payment or return of premium;

b. Receipt and acceptance of any endorsement(s) issued to form a part of this policy;

c. Giving and receiving notice of cancellation, nonrenewal or conditional renewal; and

- d. Reimbursement to us of any applicable Deductible advanced.

14. Limited Coverage Territory

- a. If a **suit** is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise prevented, from defending the insured, the insured will initiate a defense of the **suit**. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a **suit** seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U. S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the **policy period**, except for reduction of the aggregate limits due to payments of claims, **suits**, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

D. Section V. Definitions is amended as follows:

- 1. The following definition is added:

Travel agency operations means all operations necessary to the conduct of a travel agency, meeting planner, cruise only agency or tour operator.

- 2. Paragraph 10. **Volunteer** is deleted in its entirety.

All other terms, conditions, provisions and exclusions of this policy remain unchanged.

Colorado Amendatory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
EOL9347202-05	12/28/2018	12/28/2019	12/28/2018

Named Insured and Address:

No Barriers USA
224 Canyon Ave, Suite 207
Fort Collins, CO 80521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Travel Agents and Tour Operators Professional Liability Policy

The following condition is added to Section VII – CONDITIONS:

Cancellation

1. This policy may be canceled by the first **Named Insured** shown in Item 1 of the Declarations by surrender of the policy to the Company or by mailing written notice to the Company stating when such cancellation shall take effect. If canceled by the first **Named Insured** shown in Item 1 of the Declarations, the Company shall retain the customary short-rate proportion of the premium. In no event may the requested date of cancellation be greater than ten (10) days prior to the date the request is received by the Company.
2. This policy may be canceled by the Company by mailing written notice by certified mail or first class mail to the first **Named Insured** at the address shown in Item 1 of the Declarations, and mailing to the producer of record, if any. Such cancellation shall be no fewer than forty-five (45) days from the date the notice is mailed unless the policy is canceled because the first **Named Insured** shown in Item 1 of the Declarations has failed to pay a premium. In that event, such cancellation shall take effect no fewer than ten (10) days from the date the notice is mailed.

The Company may cancel this policy for the following reasons:

- a. Nonpayment of premium;
- b. A false statement knowingly made on the application for insurance; or
- c. A substantial change in the exposure or risk from what was indicated on the application and underwritten as of the effective date of the policy unless the first **Named Insured** shown in Item 1 of the Declarations has notified the Company of the change and the Company accepts such change.

If the policy is canceled by the Company, the earned premium shall be computed pro-rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter but not more than forty-five (45) days after the effective date of cancellation by the Company or after the date of entitlement established by notification of cancellation or as otherwise established. Failure to pay any premium adjustment at, on, or around the time of the effective date of cancellation shall not alter the effectiveness of cancellation.

Nonrenewal

1. If the Company elects not to renew this policy, the Company shall mail by certified mail or first class mail to the first **Named Insured** at the address shown in Item 1 of the Declarations, and mail to the producer of record, if any, written notice of nonrenewal, at least forty-five (45) days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, the Company is not required to provide written notice of nonrenewal:
 - a. The Company or another company within the same insurance group has offered to issue a renewal policy; or
 - b. The first **Named Insured** shown in Item 1 of the Declarations has obtained replacement coverage or agreed in writing to do so.

Conditional Renewal

1. If the Company elects to renew this policy and the renewal is subject to any of the following:
 - a. Increase in premium;
 - b. Change in the Deductible;
 - c. Reduction in Limits of Liability; or
 - d. Reduction in coverage;

the Company shall mail by certified mail or first class mail written notice of the change(s) to the first **Named Insured** at the address shown in Item 1 of the Declarations and to the producer of record, if any, at least forty-five (45) days prior to the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in 1a through 1d above, and the Company fails to provide notice forty-five (45) days prior to the anniversary or expiration date of this policy, the following procedures apply:
 - a. The present policy will remain in effect until the earlier of the following:
 - (1) Forty-five (45) days after the date of mailing or delivery of the notice; or
 - (2) The effective date of replacement coverage obtained by the first **Named Insured** shown in Item 1 of the Declarations.
 - b. If the first **Named Insured** shown in Item 1 of the Declarations elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
 - (1) The rates applicable to the terminated policy; or
 - (2) The rates presently in effect.
 - c. If the first **Named Insured** shown in Item 1 of the Declarations accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Certificate of Insurance

Travel Agents and Tour Operators

Professional Liability Insurance



UNDERWRITTEN BY
Steadfast Insurance Company

This is to certify that the insurance policies specified below have been issued by Steadfast Insurance Company to the insured named herein and that, subject to their provisions, exclusions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured as stated.

Named Insured: No Barriers USA
 Address: 224 Canyon Ave, Suite 207
 Fort Collins, CO 80521
 Location of Operations: Worldwide
 Type of Work Covered: Travel Agency and Tour Operations

Policy Number : EOL9347202-05	
Policy Period: From: 12/28/2018 To: 12/28/2019	
12:01 A.M.; standard time at the address of the named insured as stated herein.	
Coverages:	Limits of Liability
A. Bodily Injury and Property Damage (except automobile)	Each Occurrence \$5,000,000
B. Bodily Injury and Property Damage Automobile (except owned automobile)	Each Occurrence \$5,000,000
C. Professional Liability	Each Negligent Act or Negligent Omission \$5,000,000
D. Personal Injury	Each Offense \$5,000,000
General Aggregate Limit	\$5,000,000
Fire Legal Liability (if applicable)	Any One Fire \$50,000

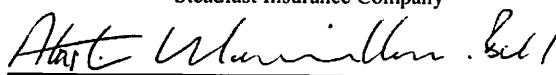
Effective Date: December 28, 2018

This Certificate Issued To:

Girl Scouts of the USA
420 Fifth Ave
New York, NY 10018-2702

Print Date: January 3, 2019

Countersignature:
(if required by law)

Steadfast Insurance Company

 Authorized Representative



Travel Agent and Tour Operators Professional Liability Policy

Zurich

Insurance is provided by the company designated on the Information Page.

(A stock insurance company, herein called the Company.)

Travel Agents and Tour Operators Professional Liability Policy



This Policy is an Occurrence Policy. Read the entire policy carefully to determine rights, duties and what is and what is not covered. Various provisions in this policy restrict coverage.

This policy has been issued in reliance upon the statements in the Applications submitted for this insurance.

Wherever used in this policy, the words **Named Insured** shall mean any person or organization shown in the Declarations. The word **Insured** means any person or organization qualifying as such under the PERSONS INSURED section of this policy. The word "Company" refers to the Company providing this insurance.

Other words and phrases in this policy that appear in bold have special meanings. Refer to Section IV – DEFINITIONS of the policy for any defined terms.

I. INSURING AGREEMENT

A. Coverages

1. Coverage A Bodily Injury and Property Damage Liability

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** caused by an **Occurrence** anywhere in the world during the **Policy Period** arising out of **Travel Agency Operations** of the **Named Insured**.

2. Coverage B Non-owned and Hired Auto Liability

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** caused by an **Occurrence** anywhere in the world during the **Policy Period** arising out of the operation, maintenance or use, including **Loading or Unloading**, of a **Non-Owned Auto** or **Hired Auto** in the **Travel Agency Operations** of the **Named Insured**.

3. Coverage C Professional Liability

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** arising out of a negligent act or negligent omission anywhere in the world committed by the **Insured** or any other person for whose acts the **Named Insured** is legally liable in the conduct of **Travel Agency Operations** by the **Named Insured** provided such negligent act or negligent omission occurs during the **Policy Period**.

4. Coverage D Personal Injury Liability

The Company will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** because of **Personal Injury** caused by an offense anywhere in the world arising out of **Travel Agency Operations** of the **Named Insured** provided such offense is committed during the **Policy Period**.

B. Defense

The Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** on account of such **Bodily Injury**, **Property Damage**, negligent act or negligent omission or **Personal Injury** to which this insurance applies, even if any of the allegations of the **Suit** are groundless, false or fraudulent. The Company shall have the right to conduct such investigation and settlement of any **Claim** or **Suit** as it deems expedient. The Company shall not be obligated to pay any **Claim** or judgment or to defend any **Suit** after the applicable Limit of Liability has been exhausted by payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph C below.

C. Supplementary Payments

The following payments by the Company will not reduce the Limits of Liability. The Company will pay with respect to any **Claim** we investigate or settle, or any **Suit** against the **Insured** the Company defends:

1. All expenses incurred by the Company.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any **Auto** to which Coverage B applies. The Company does not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. The Company does not have to furnish these bonds.
4. All reasonable expenses incurred by the **Insured** at the Company's request to assist the Company in the investigation or defense of the **Claim** or **Suit**, including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the **Insured** in the **Suit**.
6. Prejudgment interest awarded against the **Insured** on that part of the judgment we pay. If the Company makes an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability.

II. EXCLUSIONS

This policy does not apply to:

- A. Any **Claim** or **Suit** based upon or arising out of an **Insured's** breach of contract or warranty, except **Claims** for tort liability of another party assumed by the **Named Insured** under a hold harmless or indemnification agreement contained in an **Incidental Contract**;
- B. Under Coverage B, any **Claim** or **Suit** based upon or arising out of the ownership, operation, maintenance, use, entrustment to others or **Loading or Unloading** of any **Auto** other than a **Non-Owned Auto** or **Hired Auto**;
- C. Under Coverage A, C and D, any **Claim** or **Suit** based upon or arising out of the ownership, operation, maintenance, use, entrustment to others or **Loading or Unloading** of any **Auto**;
- D. Any **Claim** or **Suit** based upon or arising out of the ownership of any watercraft by any **Insured**; nor arising out of the operation, maintenance, use, entrustment to others or **Loading or Unloading** of any watercraft except if the operation, maintenance, use, entrustment to others, **Loading or Unloading** is performed for the **Named Insured** by independent contractors;
- E. Any **Claim** or **Suit** based upon or arising from the ownership of any aircraft by any **Insured**; nor arising out of the operation, maintenance, use, entrustment to others or **Loading or Unloading** of any aircraft. However, this exclusion does not apply if the operation, maintenance, use, entrustment to others or **Loading or Unloading** is performed for the **Named Insured** by independent contractors who are:
 1. Scheduled airlines;
 2. Supplemental airlines;
 3. Air taxis; or
 4. Air charters;
- F. Any **Claim** or **Suit**, however caused, arising directly or indirectly out of:
 1. War, including undeclared or civil war;
 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

G. Any Claim or Suit for which the **Insured** or his indemnitee may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion applies only if the **Insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;

H. Any obligation of the **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law;

I. Any Claim or Suit by:

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.

This exclusion applies:

- a. Whether the **Insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share **Damages** with or repay someone else who must pay **Damages**, even if the liability is assumed by the **Insured** under an **Incidental Contract**;

J. **Property Damage** to:

1. Property the **Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises the **Insured** sells, gives away or abandons, if the **Property Damage** arises out of any part of those premises;
3. Property loaned to the **Insured**;
4. Personal property in the care, custody or control of the **Insured**;

Paragraphs 1, 3, and 4 of this exclusion do not apply to the **Insured's** legal liability for **Property Damage** caused by an **Occurrence** resulting in fire to any building or structure rented or leased to the **Named Insured** in connection with **Travel Agency Operations**, including fixtures permanently attached thereto subject to the Limit of Liability for Fire Legal Liability Coverage set forth in Item 4 of the Declarations, which establishes the maximum amount payable by the Company.

This exclusion does not apply to **Property Damage** to any hotel rooms and suites, meeting rooms, or other similar premises for the first thirty (30) days that such premises are rented, occupied by, or in the care, custody or control of the **Named Insured**;

Paragraph 4 of this exclusion does not apply to **Lost Property** left in the care of the **Insured** during the course of a tour conducted by such **Insured**.

K. Any Claim or Suit based upon or arising out of the **Insured's** violation of any consumer fraud, consumer protection, consumer privacy, unfair trade or deceptive business practice or statutory or common law unfair competition;

L. Any Claim or Suit based upon or arising out of any violation by any **Insured** of federal laws, statutes, regulations, rules or orders restricting foreign trade or travel by United States citizens or the spending of United States funds in foreign countries, including, but not limited to violations of the Trading With The Enemy Act and the rules and regulations of the United States Treasury Department, Office of Foreign Assets Control or any Claim or Suit that another party was caused to violate same due to an act or omission on the part of any **Insured**;

M. Any Claim or Suit based upon or arising out of any violation of the Fair Labor Standards Act or any similar federal, state or local law pertaining to working conditions, hours, employee benefits, or wages;

- N. Any **Claim** or **Suit** based upon or arising out of any **Occurrence**, act, or omission, or offense by the **Insured** which is intentional, dishonest, fraudulent or malicious, or criminal, regardless of whether the resultant **Damages** were intended;
- O. Any **Claim** or **Suit** based upon or arising from any co-mingling of money, or the inability or failure to pay or collect money or the value of mileage points, vouchers, travel credits, or other negotiable instrument, for any reason, whether on the part of the **Insured**, or any other party, including but not limited to unauthorized or illegal credit card transactions; debit memos; commissions, profits or refunds; and bankruptcy, insolvency, receivership, liquidation and/or cessation of operations;
- P. Any **Claim** or **Suit** based upon or arising out of any misquotation or misstatement of prices or applicable taxes or costs, cancellation provisions, payment terms, pricing changes, failure to secure promotional offers, or any dispute with respect to fees or charges;
- Q. Any **Claim** or **Suit** based upon or arising out of any act or omission relating to the recommendation, sale, maintenance or procurement of any insurance policy or bond or investigation, adjustment or outcome of any insurance claim;
- R. Under Coverage C, **Bodily Injury, Property Damage, or Personal Injury**;
- S. **Personal Injury**:
 - 1. Caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another or would inflict **Personal Injury**;
 - 2. Arising out of oral or written publication or utterance of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
 - 3. Arising out of oral or written publication of material whose first publication took place prior to the beginning of the **Policy Period**;
 - 4. For which the **Insured** has assumed liability in a contract or agreement, except an **Incidental Contract**. This exclusion does not apply to liability for **Damages** that the **Insured** would have in the absence of the contract or agreement; or
 - 5. Arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns or over which the **Insured** exercises control;
- T. **Bodily Injury or Property Damage** which arises out of an act that is intended by the **Insured** or can be expected from the standpoint of a reasonable person to cause **Bodily Injury or Property Damage**, even if the **Bodily Injury or Property Damage** is of a different degree or type than actually intended or expected. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property;
- U. Any **Claim** or **Suit** based upon or arising out of the gaining of profit or advantage to which the **Insured** was not legally entitled;
- V. Any **Claim** or **Suit** based upon or arising out of an **Insured's** acts or omissions in the administration of any employee benefit program or as a fiduciary in connection with any employee insurance, retirement or pension plan, including but not limited to any alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or any similar state or local laws, or any regulations or orders issued in connection therewith;
- W. Any **Claim** or **Suit** based on, attributable to, related to, or in any manner arising out of any actual or alleged:
 - 1. Failure to employ;
 - 2. Termination of employment, including actual or alleged constructive dismissal;
 - 3. Breach of employment contract;
 - 4. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, employment related misrepresentation, employment related emotional distress, retaliation or other employment related practices, policies, acts or omissions; or
 - 5. Any consequential liability, **Damage**, loss, cost or expense as a result of 1, 2, 3, and 4 above;

- X. Any **Claim** or **Suit** against an **Insured** by or on behalf of:
1. Any other **Insured**;
 2. Any entity:
 - a. Which is owned, operated or controlled by the **Insured**;
 - b. Which owns, operates or controls the **Insured**; or
 - c. Which is affiliated with the **Insured** through any common ownership, operation or control; or
 - d. In which the **Insured** is a director, officer, partner, trustee, shareholder, member, manager or employee; or
 3. Any business enterprise, charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust owned or sponsored by the **Insured**;
- Y. Any **Claim** or **Suit** based upon or arising out of any piracy, infringement of a patent, copyright, trademark, servicemark, trade dress, trade name, trade secret or any other intellectual property rights;
- Z. Any **Claim** or **Suit** based upon or arising out of **Internet Technology Services** provided by the **Insured**, including but not limited to the transmission of computer viruses, corruption of databases, misappropriation, alteration or deletion of data or harm to the integrity of a computer system. However, this exclusion does not apply to any negligent act or negligent omission involving researching travel related information, placing reservations, or communicating by electronic mail by the **Insured** as part of the **Insured's Travel Agency Operations**;
- AA. Any **Claim** or **Suit** based upon or arising out of the rendering or failure to render any medical, dental, surgical, nursing or therapeutic service of treatment, or from the furnishing or failure to furnish any drugs, medications, medical or dental supplies or appliances, or to any **Claim** or **Suit** that the **Insured** was alleged to be negligent in its screening, selection, hiring, retention, training, instruction or supervision of any employee, officer or partner of the **Insured** or any other person or organization engaged in providing or failing to provide such services. However, this exclusion shall not apply to any medical services which are rendered as emergency first aid treatment;
- BB. Any **Claim** or **Suit** based upon or arising from the breach of any employment agreement, non-competition agreement, non-solicitation agreement, confidentiality agreement, fiduciary duty or duty of loyalty on the part of the **Insured** or any past, present or prospective employee, independent contractor, director, officer, partner or shareholder of the **Insured**;
- CC. Any **Claim** or **Suit** based upon or arising out of the booking, leasing, sale, rental or management of any **Time-Share** properties. This exclusion does not apply with respect to incidental travel arrangements made by the **Named Insured** on behalf of travelers to or from such **Time-Share** properties. Incidental travel includes airline ticketing, automobile rental and ground transportation;
- DD. Any **Claim** or **Suit** arising from the sale, rental or distribution of any sports or recreational equipment by the **Insured**, including but not limited to, ski equipment, bicycles, rafts, snowmobiles, and scuba diving and snorkeling equipment;
- EE. **Pollution**
1. Any injury or **Damages** which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

This exclusion does not apply to any injury or **Damages** arising out of heat, smoke, or fumes from a **Hostile Fire** unless that **Hostile Fire** occurred or originated:
 - a. At any premise, site or location which is or was at any time used by or for the **Insured**, or others for the handling, storage, disposal, processing or treatment or waste; or
 - b. At any premises, site or location on which the **Insured** or any contractors or subcontractors working directly or indirectly on the **Insured's** behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, **Pollutants**;
 2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that the **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**; or

- b. **Claim** or **Suit** by or on behalf of a governmental authority for **Damages** 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**;

FF. Any **Claim** or **Suit** based upon or arising, in whole or in part, out of any:

- 1. Alleged, actual or threatened **Sexual Abuse** or **Sexual Harassment** by anyone of any person;
- 2. The negligent employment, investigation, or supervision of any person who causes or commits or is alleged to have caused or committed **Sexual Abuse** or **Sexual Harassment**; or
- 3. Failure to report **Sexual Abuse** or **Sexual Harassment** to the proper authorities;

GG. Any **Claim** or **Suit** arising out of any actual or alleged violation of:

- 1. The federal Telephone Consumer Protection Act (47 U.S.C. § 227), Drivers Privacy Protection Act (18 U.S.C. § 2721 - 2725) or Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. § 7701, et seq.); or
- 2. Any other federal, state or local statute, regulation or ordinance that imposes liability for the:
 - a. Unlawful use of telephone, electronic mail, internet, computer, facsimile machine or other communication or transmission device; or
 - b. Unlawful use, collection, dissemination, disclosure or re-disclosure of personal information in any manner; by any **Insured** or on behalf of any **Insured**.

III. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. The **Named Insured** shown in Item 1 of the Declarations of this policy;
- B. Any owner, principal, executive officer, director, or stockholder of the **Named Insured** acting within the scope of their duties for the **Named Insured**;
- C. Any employees of the **Named Insured** while acting in the scope of their duties for the **Named Insured**;
- D. Independent contractors who are individuals acting alone, whether or not incorporated, working under contract with the **Named Insured** to sell the **Named Insured's** travel services, but only when selling the **Named Insured's** travel services or conducting the **Named Insured's Travel Agency Operations**; or
- E. Any individual while acting as a tour guide or tour escort working under contract with the **Named Insured**, but only with respect to liability out of a tour being conducted for the **Named Insured**.

IV. DEFINITIONS

- A. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- B. **Bodily Injury** means physical injury, sickness or disease, including death of a person. **Bodily Injury** to such person also means mental anguish, mental injury, humiliation, or shock if directly resulting from physical injury, sickness or disease.
- C. **Claim** means a written demand for money or services.
- D. **Damages** means the monetary portion of any judgment, award or settlement provided such settlement is negotiated with the assistance and approval of the Company. **Damages** do not include:
 - 1. Punitive, exemplary, or multiple damages;
 - 2. Criminal or civil fines, penalties (statutory or otherwise), fees or sanctions;
 - 3. Matters deemed uninsurable;
 - 4. Any form of non-monetary; equitable or injunctive relief; or
 - 5. Restitution, return or disgorgement of any fees, funds or profits.
- E. **Hired Auto** means a **Non-Owned Auto** rented or chartered by the **Insured**:
 - 1. Without a driver or chauffeur for a period of not more than thirty (30) consecutive days; or

2. With a driver or chauffeur;

provided that the owner of the **Hired Auto** maintains a policy insuring against liability for **Bodily Injury and Property Damage** with limits of liability not less than those specified under the applicable financial responsibility or similar laws governing auto insurance.

Hired Auto does not include any auto rented or chartered from the **Insured**.

- F. **Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- G. **Incidental Contract** means any written hold harmless or indemnification agreement relating to the conduct of **Travel Agency Operations** by the **Named Insured** in which the **Named Insured** has assumed the tort liability of another party, which is:
1. Contained within a lease of premises agreement executed prior to the date of any **Occurrence** or negligent act or negligent omission; or
 2. An agreement to indemnify a federal, state, county or municipal government or agency, provided such agreement was executed prior to the date of any **Occurrence** or negligent act or negligent omission.
- H. **Insured** means any person or organization qualifying as an **Insured** in the **Persons Insured** section of the policy.
- I. **Internet Technology Services** means any of the following:
1. Advertising, web casting, electronic publishing, transmission, dissemination, distribution, serialization, creation, production, origination, or exhibition of material over the internet;
 2. Designing, constructing or maintaining an internet site;
 3. The integration of electronic information or business processes with an internet site;
 4. Providing access to the internet through a browser that enables others to send and receive electronic information;
 5. Providing access to or dissemination of material, goods or services through the internet;
 6. Providing internet search or navigational tools or internet site tools and/or technology;
 7. Providing others with a unique internet address that can function as the beginning and end point of electronic information transfers;
 8. Providing electronic mail services;
 9. Establishing, operating, maintaining or monitoring chat rooms or bulletin boards;
 10. Creating, manufacturing, developing, distributing, licensing, leasing, selling, operating, repairing or maintaining any computer hardware, software or related electronic product, or training others in the use of such computer hardware, software or related electronic product; or
 11. Systems analysis, systems programming, data processing, systems integration, systems development, system design, system management, or the installation, operation, repair or maintenance of computer products, networks or systems.
- J. **Loading or Unloading** means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
 2. While it is in or on an aircraft, watercraft or **Auto**; or
 3. 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**.
- K. **Long-Term Rental Auto** means an **Auto** rented or leased by the **Insured** (other than by an employee solely for his or her personal use) for any period or consecutive periods which in total are in excess of thirty (30) days.
- L. **Lost Property** means baggage, tickets for transportation, passports or visas lost while in the care of the **Insured** in the course of a tour conducted by the **Insured**. **Lost Property** does not include accounts, bills, currency, deeds, evidences of debt, letters of credit, documents, money, notes or securities.

M. Named Insured means:

1. The person(s) and organization(s) shown in Item 1 of the Declarations of this policy;
2. Any newly acquired or formed organization, other than a partnership, joint venture or limited liability company, over which the **Named Insured** maintains majority interest. This policy does not apply to any injury or damage that took place before the **Named Insured** acquired or formed the organization. Coverage under this provision is afforded only if the newly acquired or formed organization is reported to the Company within sixty (60) days after it has been acquired or formed and the **Named Insured** pays the additional premium if applicable.

N. Non-Owned Auto means an **Auto** which is not owned by or registered to:

1. Any **Named Insured**;
2. An officer, director, shareholder, or partner of any **Named Insured**;
3. A corporate parent, subsidiary, or affiliate of any **Named Insured**;
4. Any member of a joint venture of which any **Named Insured** is a member; or
5. A spouse, child, parent, relative or resident of the same household of any person described herein.

Non-Owned auto does not include any **Long-Term Rental Auto**.

O. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

P. Personal Injury means injury including consequential **Bodily Injury** arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The publication or utterance of a libel or slander or of other defamatory or disparaging material;
4. A publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising or broadcasting activities conducted by or on behalf of the **Named Insured**; or
5. Wrongful eviction from; wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

Q. Policy Period means the period of time between the effective date as shown on the Declarations and the date of expiration or cancellation of this policy.

R. Pollutants means any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals; and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

S. Property Damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, 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.

T. **Sexual Abuse** means actual or alleged physical abuse arising out of a single, continuous or repeated exposure of one or more persons to acts of a sexual nature involving inappropriate physical contact caused by or committed by:

1. One person; or
2. Two or more persons acting together or in related acts or series of acts.

All related, interrelated, repeated or continuous episodes of **Sexual Abuse** involving the same claimant or perpetrator shall be deemed to be a single **Occurrence**.

U. **Sexual Harassment** means inappropriate non-physical actions or verbal comments or suggestions of a sexual nature.

V. **Suit** means a civil proceeding in which **Damages** because of **Bodily Injury**, **Property Damage**, negligent acts or negligent omissions or **Personal Injury** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such **Damages** are claimed and to which the **Insured** must submit or does submit with the Company's consent; or
2. Any other alternative dispute resolution proceeding in which such **Damages** are claimed and to which the **Insured** submits with the Company's consent.

W. **Time-Share** means a system for sharing ownership of any apartment, condominium, villa, or the like as defined in the time-sharing agreement.

X. **Travel Agency Operations** means all operations necessary to the conduct of a travel agency, meeting planner, cruise-only agency or tour operator.

V. LIMITS OF LIABILITY

A. The Limits of Liability shown in Item 3 of the Declarations and the rules below fix the most the Company will pay regardless of the number of:

1. **Insureds**;
2. **Claims** made or **Suits** brought;
3. Persons or organizations making **Claims** or bringing **Suits**.

B. The General Aggregate Limit shown in Item 3 of the Declarations is the most the Company will pay for the sum of all **Damages** under Coverages A, B, C and D.

C. Under Coverage A:

1. Subject to B above, the Limit of Liability shown in Item 3 of the Declarations for Coverage A is the most the Company will pay for **Bodily Injury** or **Property Damage** caused by an **Occurrence** to which Coverage A applies. However, the most the Company will pay for **Property Damage** for any article of **Lost Property** consisting in whole or in part of silver, gold or platinum, or watches, or articles trimmed with, or consisting principally or entirely of furs shall be \$100 for each article.
2. All **Bodily Injury** and **Property Damage** arising out of continuous or repeated exposure to substantially the same general harmful conditions shall be considered as arising out of one **Occurrence**.

D. Under Coverage B:

1. Subject to B above, the Limit of Liability shown in Item 3 of the Declarations for Coverage B is the most the Company will pay for **Bodily Injury** or **Property Damage** caused by an **Occurrence** to which Coverage B applies.
2. All **Bodily Injury** and **Property Damage** arising out of continuous or repeated exposure to substantially the same general harmful conditions shall be considered as arising out of one **Occurrence**.

E. Under Coverage C:

1. Subject to B above, the Limit of Liability shown in Item 3 of the Declarations for Coverage C is the most the Company will pay for any negligent act or negligent omission to which Coverage C applies.
2. All related negligent acts or negligent omissions shall be considered a single negligent act or negligent omission.

F. Under Coverage D:

1. Subject to B above, the Limit of Liability shown in Item 3 of the Declarations for Coverage D is the most the Company will pay for **Damages** on account of any offense to which Coverage D applies.
2. All **Personal Injury** arising out of an offense or series of related offenses shall be considered as arising out of a single offense.

G. Fire Legal Liability Coverage

The Fire Legal Liability Limit stated in Item 4 of the Declarations is the most the Company will pay for **Damages** because of **Property Damage** to any building or structure rented or leased to the **Named Insured** to which this insurance applies arising out of any one fire.

- H. If more than one coverage of this policy applies to the same **Occurrence**, negligent act or negligent omission, or offense, the maximum limit of the Company's liability shall not exceed the highest applicable Limit of Liability under any one coverage of this policy.
- I. The Limits of Liability of this policy apply separately to each consecutive **Policy Period**. The **Policy Period** begins with the effective date shown in the Declarations. If the **Policy Period** is extended after issuance for any additional period, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Liability.
- J. If this policy and any other policy issued by the Company provides coverage to the same **Claim** or **Suit** against the **Insured**, the maximum limit of liability under all of the policies shall not exceed the highest remaining limit of liability under any one policy.

VI. DEDUCTIBLE

The Deductibles set forth in Item 3 of the Declarations of the policy apply as follows:

- A. Under Coverage A, the each **Occurrence** Deductible applies to all **Damages** because of all **Bodily Injury** and **Property Damage** as the result of any one **Occurrence**, regardless of the number of persons or organizations who sustain **Damages** because of that **Occurrence**.
- B. Under Coverage B, the each **Occurrence** Deductible applies to all **Damages** because of all **Bodily Injury** and **Property Damage** as the result of any one **Occurrence**, regardless of the number of persons or organizations who sustain **Damages** because of that **Occurrence**.
- C. Under Coverage C, the each negligent act or negligent omission Deductible applies to all **Damages** because of any negligent act or negligent omission or series of related negligent acts or negligent omissions, regardless of the number of persons or organizations who sustain **Damages** because of such negligent act or negligent omission or series of related negligent acts or negligent omissions.
- D. Under Coverage D, the each offense Deductible applies to all **Damages** because of any offense or series of related offenses, regardless of the number of persons or organizations who sustain **Damages** because of such offense or series of related offenses.
- E. The Limits of Liability shall not be reduced by the application of the Deductible.
- F. If more than one coverage of this policy applies to any **Occurrence**, negligent act or negligent omission or offense, the **Named Insured** is required to pay a single Deductible, as determined by the highest Deductible for the applicable coverages.

VII. CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

B. Insured's Duties in the Event of Occurrence, Claim or Suit

1. As a condition precedent to coverage, the **Insured** must notify the Company as soon as practicable of an **Occurrence**, a negligent act or negligent omission or an offense. To the extent possible, notice should include:
 - a. How, when and where the **Occurrence**, a negligent act or negligent omission or an offense took place;
 - b. The names and addresses of any injured persons and witnesses; and

- c. The nature and location of any **Damage** arising out of the **Occurrence**, a negligent act or negligent omission or an offense.
2. If a **Claim** is made or **Suit** is brought against the **Insured**, as a condition precedent to coverage, the **Insured** must:
 - a. Immediately record the specifics of the **Claim** or **Suit** and the date received; and
 - b. Notify the Company as soon as practicable.

The **Insured** must see to it that the Company receive written notice of the **Claim** or **Suit** as soon as practicable.

3. The **Insured** must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or **Suit**; and
 - b. Authorize the Company to obtain records and other information.

C. Assistance and Cooperation of the Insured

1. The **Insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Bodily Injury, Property Damage, Personal Injury** or any **Damages** arising out of any negligent act or negligent omission, with respect to which insurance is afforded under this policy.
2. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of **Occurrence** without the Company's consent. The **Insured** shall promptly take at his or her expense all reasonable steps to prevent related **Damages** from arising out of the same or similar conditions, but such expenses shall not be recoverable under this policy.
4. The **Insured** shall cooperate with the Company in its investigation of any **Claim** or **Occurrence**, negligent act or negligent omission or offense including prompt compliance with all requests for documents and information deemed relevant by the Company and providing interviews, statements and/or examinations under oath as often as the Company shall reasonably require.
5. All coverage under this policy shall be void if the **Insured** knowingly misrepresents or conceals any material fact in connection with the presentation or submission of any **Claim** or **Suit**, or the Company's investigation or defense thereof.

D. Legal Action Against The Company

No person or organization has a right under this policy:

1. To join the Company as a party or otherwise bring the Company into a **Suit** asking for **Damages** from an **Insured**; or
2. To sue the Company on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Company to recover on any settlement by the Company or on a final judgment against the **Insured**; but the Company will not be liable for **Damages** that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.

E. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the Company of its obligations under this policy.

F. Other Insurance

This insurance will apply only as excess insurance over any other valid and collectible insurance.

G. Changes

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

H. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the **Named Insured** shall die, such insurance as is afforded by the policy shall apply: (1) to the **Named Insured's** legal representative, as the **Named Insured**, but only while acting within the scope of his duties as such; and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

I. Transfer Of Rights Of Recovery Against Others To The Company

If the **Insured** has rights to recover all or part of any payment the Company has made under this policy, those rights are transferred to the Company. The **Insured** must do nothing after **Damage** to impair them. At the Company's request, the **Insured** will bring **Suit** or transfer those rights to the Company and help the Company enforce them.

J. Representations and Warranties

By acceptance of this policy, the **Named Insured** agrees, represents and warrants that the statements in the Declarations are truthful, accurate and complete: that this policy is issued in reliance upon the truth, accuracy and completeness of such representations.

K. Separation of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the **Named Insured**, this insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and
2. Separately to each **Insured** against whom **Claim** is made or **Suit** is brought.

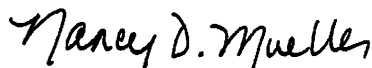
L. Sole Agent

If there is more than one **Named Insured** in this policy, the first **Named Insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to:

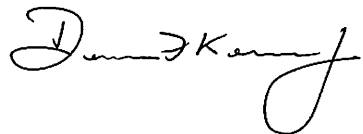
1. The payment or return of premium;
2. Receipt and acceptance of any endorsement(s) issued to form a part of this policy;
3. Giving and receiving notice of cancellation, nonrenewal or conditional renewal; and
4. Reimbursement to the Company of any applicable Deductible advanced.

In return for the payment of premium and subject to all the terms of the policy, the Company agrees with the **Insured** to provide insurance as stated in this policy. This policy shall not be valid unless countersigned by the Company's duly authorized Representative.

In Witness Whereof, the Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly authorized Representative.



President



Corporate Secretary