



RENEWAL CERTIFICATE

Agent	ITEM 2. Policy Period	Policy Number
HH1137 JONES INSURANCE SERVICE	12/15/22 TO 12/15/23	Q36 1570636 VT

ITEM 1. Named Insured and Address

LIMITED EDITION CONDOMINIUM  
OWNERS ASSOCIATION  
76 STERLING CIR  
JOHNSON CITY TN 37604-2488

ITEM 3. Other Interest

POLICY PERIOD BEGINS AND ENDS AT 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED.

LEGAL ENTITY - CORPORATION

DESCRIPTION OF OPERATIONS - HOMEOWNERS ASSOCIATION

CLASS CODE - 62003

ERIE'S LIMIT FOR THIS COVERAGE IS SHOWN BELOW. THIS INSURANCE IS SUBJECT TO THE TERMS OF THE POLICY AND ITS FORMS.

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 COVERAGE AND LIMITS - BUSINESS CATASTROPHE LIABILITY COVERAGE  
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LIMIT OF LIABILITY	\$ 1,000,000 EACH OCCURRENCE
AGGREGATE LIMIT	\$ 1,000,000 WHERE APPLICABLE

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MML	TOTAL PREMIUM - - - - -	\$ 462.
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APPLICABLE FORMS - SEE SCHEDULE OF FORMS



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SCHEDULE OF UNDERLYING INSURANCE  
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TYPE OR DESCRIPTION: ULTRAPACK PLUS

INSURER: E I E

POLICY NUMBER: Q97 2213446

POLICY PERIOD: 12-15-22/23

LIMITS OF INSURANCE:

EACH OCCURRENCE	\$ 2,000,000
PERSONAL & ADVERTISING INJURY	\$ 2,000,000
GENERAL AGGREGATE	\$ 4,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$ 4,000,000

TYPE OR DESCRIPTION: DIRECTORS & OFFICERS LIABILITY-CONDOMINIUMS

INSURER: E I E

POLICY NUMBER: Q97 2213446

POLICY PERIOD: 12-15-22/23

LIMITS OF INSURANCE:

EACH CLAIM	\$ 2,000,000
AGGREGATE	\$ 4,000,000

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ITEM 1. Named Insured and Address	ITEM 3. Other Interest
LIMITED EDITION CONDOMINIUM OWNERS ASSOCIATION 76 STERLING CIR JOHNSON CITY TN 37604-2488	

SCHEDULE OF FORMS

FORM NUMBER	EDITION DATE	DESCRIPTION
BCL	04/03	BUSINESS CATASTROPHE LIABILITY POLICY
CU0001	04/13	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
GU143	03/09	AMENDMENT OF MOBILE EQUIPMENT DEFINITION
CAT165	07/11	UNDERLYING INSURANCE EXCLUSION/LIMITATION ENDORSEMENT
CU2130	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
UF4810	03/08	IMPORTANT NOTICE-POLICY SERVICE FEES
FORM SA	11/12	SUBSCRIBERS AGREEMENT
CU2186	05/14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CU2171	06/15	EXCLUSION - UNMANNED AIRCRAFT
CAT192	08/16	AMENDMENT OF PROFESSIONAL SERVICES EXCLUSION
IL0017	11/98	COMMON POLICY CONDITIONS
CU2420	09/00	BROADENED BODILY INJURY DEFINITION
IL0250	09/08	TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL
CAT166	09/17	BUSINESS CATASTROPHE LIABILITY EXTRA COVERAGES
CAT155	09/17	COVERAGE FOR PUNITIVE DAMAGES
CAT6	04/03	EXCLUSION - AUTOMOBILE LIABILITY
CAT195	07/18	DIRECTORS AND OFFICERS LIABILITY COVERAGE
CU2700	04/13	UNDERLYING CLAIMS-MADE COVERAGE



CAT149	04/20	EXCLUSION - ABUSE AND SEXUAL MOLESTATION
IL985F*	03/21	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CAT203	12/21	EXCLUSION - CYBER LIABILITY AND DATA BREACH LIABILITY
CAT204	12/21	EXCLUSION - EMPLOYMENT-RELATED PRACTICES
CAT124	04/03	POLLUTION EXCLUSION

Your Agent:  
Home Office • Erie, PA 16530



CLAIMS DIRECTORY

-- FOLD --

**IN THE EVENT OF AN ACCIDENT OR LOSS**

- Help any injured. Get names, addresses, auto license plate numbers of involved, including all witnesses.
- Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Promptly call the police if someone is injured, damage is extensive, or in case of theft. In case of "hit-and-run", you must report the accident to the police within 24 hours or as soon as possible.
- Notify your Agent or ERIE of the accident or loss.

The ERIE is Above All in SERVICE®.

If we fail to give you this promised service, please drop us a note or call us on our toll-free number and tell us about it.

President and  
Chief Executive Officer



CUT-ON-DOTTED LINE

CUT-ON-DOTTED LINE

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Home Office • Erie, PA 16530



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President and  
Chief Executive Officer



CUT ON DOTTED LINE

**CLAIM SERVICE** -- For claim service anywhere in U.S. or Canada, call your Agent or, using the list below, call the Claim Office nearest your home.

State	Office	Call Toll Free	State	Office	Call Toll Free
DC	Silver Spring	1-800-492-2709	PA	Allentown/Beth	1-800-322-9026
IL	Peoria	1-888-335-3743		Erie	1-877-771-3743
IN	Fort Wayne	1-800-892-5655		Home Office (Erie)	1-800-458-0811
	Indianapolis	1-800-624-1620		Harrisburg	1-800-382-1304
KY	Lexington	1-877-589-3743		Johnstown	1-800-241-4209
MD	Silver Spring	1-800-492-2709		Murrysville	1-800-553-3367
	Hagerstown	1-800-533-5602		Philadelphia	1-800-821-2902
NC	Charlotte	1-800-473-3882		Pittsburgh	1-800-922-1824
	Raleigh	1-800-533-3982	TN	Knoxville	1-888-922-3743
NY	Rochester	1-800-333-0823	VA	Richmond	1-800-322-3743
OH	Canton	1-800-362-6541		Roanoke	1-800-533-3743
	Columbus	1-800-282-1702		Waynesboro	1-800-542-2250
			WI	Waukesha	1-877-740-3743
			WV	Parkersburg	1-800-642-1948

**Our phones answer 24/7!**

**To report a claim, call:**

- Your Agent
- ERIE Claims Service: **1-800-367-3743**
- ERIEGlass<sup>SM</sup> (Auto glass only): **1-800-552-ERIE**
- ERIERoad Service: **1-888-295-5060**
- FRAUD FINDERS<sup>®</sup> (To report fraud): **1-800-368-6696**

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

## IMPORTANT NOTICE - POLICY SERVICE FEES

Dear Policyholder:

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

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

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

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

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

**Terrorism Premium (Certified Acts) § 2 – Business Catastrophe Liability.** This is the portion of premium attributable to coverage for terrorism (Certified Acts) under the Business Catastrophe Liability Policy.

**Terrorism Premium (Certified Acts) § 2 – Ultrapack Plus.** This is the portion of premium attributable to coverage for terrorism (Certified Acts) under the Ultrapack Plus Policy.

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

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

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

(Applicable if policy is in force)

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

#### A. Disclosure of Premium

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

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

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

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

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

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



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ERIE INSURANCE GROUP

## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

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

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

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



ERIE INSURANCE GROUP

BUSINESS CATASTROPHE LIABILITY  
CU 24 20 (Ed. 9/00) UF-375

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE FOR PUNITIVE DAMAGES

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

#### 1. Insuring Agreement

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

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

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

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

- 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- 2) The "bodily injury" or "property damage" occurs during the policy period; and
- 3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, than any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change, or resumption of the "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- 1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- 2) Receives a written or verbal demand or claim

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

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

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

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

**1. Insuring Agreement**

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS CATASTROPHE LIABILITY EXTRA COVERAGES

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

#### A. Incidental Medical Malpractice

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

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

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

This insurance does not apply to:

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

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice, or instruction.

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

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

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

#### B. Products Redefined

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

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

#### C. Waiver of Subrogation

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

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

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

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

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

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

**E. Definitions**

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ABUSE AND SEXUAL MOLESTATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following is added to **Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Paragraph 2.a., Exclusions of Section I – Coverage B - Personal And Advertising Injury Liability**:
- This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "abuse" or "sexual misconduct or sexual molestation".
- If the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved "abuse" or "sexual misconduct or sexual molestation", this exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.
- B.** The following definition is added to **Section V - Definitions**:
- "Abuse" means any actual, threatened, or alleged conduct or misconduct that a "claim" or "suit" alleges:
1. To be, or to constitute, any form of abuse under any applicable state or federal statute; and
  2. Any non-sexual assault, non-sexual battery; or non-sexual abuse directed at a person.
- Conduct or misconduct described above constitutes "abuse" regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.
- "Sexual misconduct or sexual molestation" means:
1. Any act which would be considered a criminal act under any applicable federal, state, or local statute, ordinance, or law relating to sexual offenses;
  2. Any actual or attempted touching of a person by another person for the purpose of obtaining sexual arousal or sexual gratification;
  3. Any other act undertaken by a person for the purpose of obtaining sexual arousal or sexual gratification;
  4. Any conduct characterized or interpreted as sexual intimidation or sexual abuse, intimidation or sexual harassment; or
  5. Any conduct characterized or interpreted as being sexual in nature.



ERIE INSURANCE GROUP

BUSINESS CATASTROPHE LIABILITY  
CAT-124 (Ed. 4/03) UF-5372

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

This endorsement modifies insurance provided under the following:  
**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

Paragraph 2.i. - **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

1. "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
2. "Pollution cost or expense".

This exclusion does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" if the discharge, dispersal, release, or escape originates away from the premises owned by, rented or loaned to an insured.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CYBER LIABILITY AND DATA BREACH LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

#### Cyber Liability and Data Breach Liability

"Bodily injury", "property damage", or "personal and advertising injury liability" arising out of a:

1. "Privacy Incident";
2. "Network Security Incident";
3. "Electronic Media Incident"; or
4. "Personal Data Breach".

- B. The following definitions are added to **Section V – Definitions**:

"Affected individual" means any person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data breach". This definition is subject to the following provisions:

- a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
- b. An "affected individual" may reside anywhere in the world.

"Computer system" means a computer or other electronic hardware that:

- a. Is owned or leased by you and operated under your control; or
- b. Is operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data.

"Denial of service attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

"Electronic media incident" means an allegation that the display of information in electronic form by you on a website resulted in:

- a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
- b. Defamation against a person or organization that is unintended; or
- c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

"Network security incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
- b. The unintended abetting of a "denial of service attack" against one or more other systems; or
- c. The unintended loss, release or disclosure of "third party corporate data".

"Personal data breach" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
  - 1) You; or
  - 2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over

(directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

- b. "Personal data breach" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction.
- c. "Personal data breach" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

All incidents of "personal data breach" that are discovered at the same time or arise from the same cause will be considered one "personal data breach".

"Personally identifying information" means:

- a. Information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual". This includes, but is not limited to, Social Security numbers or account numbers.
- b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

"Personally sensitive information" means:

- a. Private information specific to an individual the release of which requires notification to "affected individuals" under any applicable law.
- b. "Personally sensitive information" does not mean or include "personally identifying information".

"Privacy incident" means:

- a. A "personal data breach";
- b. Your failure to comply with a privacy policy;
- c. Your unauthorized, unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful collection of "personally identifying information"; or
- d. Your unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful failure to amend, correct or delete "personally identifying information".

"Third party corporate data" means:

- a. Any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – EMPLOYMENT-RELATED PRACTICES

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**A. Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – 2. Exclusions – h. Employment-related Practices** is deleted and replaced with the following:

This insurance does not apply to "bodily injury" or "property damage" to:

- 1) A person arising out of any:
  - a) Refusal to employ that person;
  - b) Termination of that person's employment;
  - c) Employment-related practices, policies, acts, or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person;
  - d) Violation(s) of any federal, state, or local wage and hour laws including, but not limited to, those relating to overtime compensation, on-call time, minimum wage, employment misclassification, gratuities, vacation pay, meal and rest breaks, uniform and equipment reimbursement, payroll deductions, waiting time penalties, books, records, and documentation obligations, mileage or other business expense reimbursement, or the classification of employees for the purpose of determining employees' eligibility for compensation or other benefits; or
  - e) Discrimination or harassment of that person in their capacity as your customer, vendor, or client, including the following as it relates to such discrimination or harassment: violation of an individual's civil rights, libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy.
- 2) The spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "property damage" to that person at whom any of the employment-related practices described in Paragraph a), b), c), d), or e) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph a), b), c), or d) above occurs before employment, during employment, or after employment.

This exclusion applies whether the insured may be liable

as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. Section I – Coverages – Coverage B – Personal and Advertising Injury Liability – 2. Exclusions – a. "Personal and advertising injury" – 14) Employment-related Practices** is deleted and replaced with the following:

This insurance does not apply to "personal and advertising injury" to:

- a) A person arising out of any:
  - i) Refusal to employ that person;
  - ii) Termination of that person's employment;
  - iii) Employment-related practices, policies, acts, or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person;
  - iv) Violation(s) of any federal, state, or local wage and hour laws including, but not limited to, those relating to overtime compensation, on-call time, minimum wage, employment misclassification, gratuities, vacation pay, meal and rest breaks, uniform and equipment reimbursement, payroll deductions, waiting time penalties, books, records, and documentation obligations, mileage or other business expense reimbursement, or the classification of employees for the purpose of determining employees' eligibility for compensation or other benefits; or
  - v) Discrimination or harassment of that person in their capacity as your customer, vendor, or client, including the following as it relates to such discrimination or harassment: violation of an individual's civil rights, libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy.
- b) The spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "property damage" to that person at whom any of the employment-related practices described in Paragraph i), ii), iii), iv), or v) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph i), ii), iii), or iv) above occurs before employment, during employment, or after employment.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.