

## SEXUAL MISCONDUCT COVERAGE

In consideration of the premium charged, and always subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

### INSURING AGREEMENT

- 1) Paragraph 1. of this Policy is deleted and replaced with the following:
  1. **We** will pay on behalf of the **Insureds** that portion of the **Ultimate Net Loss** which is in excess of the **Underlying Limit Retention** amount up to the **Limit of Liability** of this Policy resulting from an **Occurrence** or a **Sexual Misconduct Occurrence** anywhere to which this insurance applies. This Policy applies excess of any **Underlying Insurance**.
- 2) The following provisions of this Policy are amended to replace “**Occurrence**” with “**Occurrence or Sexual Misconduct Occurrence**”:
  - a. Item 2. of the Declarations;
  - b. The definitions of **Extended Discovery Period, Included Entity, Insured** part e., **Limit of Liability, Ultimate Net Loss**, and **Underlying Limit Retention**;
  - c. Paragraphs:
    - (i) 5., 6., and 7. of the Defense and Settlement clause;
    - (ii) 12. of the Notice of Occurrence or Claim clause;
    - (iii) 21. of the Representation clause;
    - (iv) 23. of the Subrogation clause;
    - (v) 26. of the Other Insurance clause; and
  - d. Exclusion 11.e.
- 3) The following Definitions are added to Paragraph 2. of this Policy:

**Serial Sexual Misconduct** means any **Sexual Misconduct**:

  - a) by a perpetrator who is not a student; and
  - b) that harms more than one person.

**Sexual Misconduct Occurrence** means any **Sexual Misconduct** that occurs, or that UE deems to have occurred, during the **Policy Period**.

- 4) The Definition of **Reporting Officer** is amended to add the following:
  - Title IX Coordinator

### LIMIT OF LIABILITY AND AGGREGATION

- 5) Paragraph 3. of this Policy is deleted and replaced with the following:

Irrespective of the number of policy periods or geographical area over which alleged or actual injuries or damages arise, the number of alleged or actual injuries or damages, the number of persons who sustain alleged or actual injuries or damages, or the number of **Claims** made or suits brought against one or more **Insureds**, on account of one or more **Occurrences** or **Sexual Misconduct Occurrences**, our liability for all **Damages** is limited to the amount stated in item 2.(a) of the Declarations for each **Occurrence** or **Sexual Misconduct Occurrence**, and the amount stated in item 2.(b) of the Declarations in the aggregate combined for all such **Occurrences** and **Sexual Misconduct Occurrences** covered by this Policy.

All **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** attributable directly or indirectly to the same accident, event, cause, defect or hazard, or failure to warn of such, or to the same or similar conditions, shall be deemed to constitute one single **Occurrence**, irrespective of the number of policy periods or geographical area over which alleged or actual injuries or damages arise, the number of alleged or actual injuries or damages sustained, the number of persons who sustain alleged or actual injuries or damages, or the number of **Claims** made against one or more **Insureds**.

In addition to the above, for all **Occurrences** or arising out of or related to:

i. **Included Entity's Products**

Any alleged or actual injuries or damages that are directly or indirectly attributable to the design, formulation, manufacture, distribution, use, operation, maintenance or repair of an **Included Entity's Products** or the failure to warn as to its use, operation or maintenance shall be deemed to constitute one single **Occurrence**, irrespective of the number of policy periods or geographical area over which alleged or actual injuries or damages arise; the number of such alleged or actual injuries or damages sustained; the number of persons who sustain alleged or actual injuries or damages; or the number of **Claims** made against one or more **Insureds**.

ii. **Athletic Traumatic Brain Injury**

The following circumstances listed below which in any way cause, result in, and/or are related or connected to **Athletic Traumatic Brain Injury**, including any related **Medical Services**, shall collectively be grouped together and deemed to constitute one single **Occurrence**, irrespective of the number of policy periods or geographical area over which alleged or actual injuries or damages arise, the number of such alleged or actual injuries or damages sustained, the number of persons who sustain alleged or actual injuries or damage, or the number of **Claims** made against one or more **Insureds**:

- (1) any and all related accidents during the **Policy Period**;
- (2) the continuous, intermittent or repeated exposures to the same or similar conditions that commence during the **Policy Period**; or
- (3) formal or informal policies, practices, procedures or courses of conduct that commence during the **Policy Period**.

For **Sexual Misconduct Occurrences**, any **Sexual Misconduct** by a single perpetrator or by more than one perpetrator acting in concert with one another that occurs while the **Educational Organization** maintains primary or buffer excess coverage for **Sexual Misconduct** with us shall be deemed to constitute one **Sexual Misconduct Occurrence** taking place on the date of the first **incident of Sexual Misconduct** by that perpetrator or perpetrators acting in concert with one another irrespective of the:

- a. geographical area over which the alleged or actual injuries or damages arise;
- b. number of policies issued by us to the **Educational Organization** on which any **Claims** are made;
- c. number of alleged or actual injuries or damages sustained;
- d. number of persons who sustain alleged or actual injuries or damages; or
- e. number of **Claims** made against one or more **Insureds**.

Any physical assault or abuse committed by or alleged to have been committed by a perpetrator of **Sexual Misconduct** or perpetrators acting in concert with one another shall be

deemed to be part of a single **Sexual Misconduct Occurrence** and shall not give rise to a separate **Occurrence** for the physical assault or abuse.

## EXCLUSIONS

- 6) Unless otherwise provided herein, the coverage provided under this endorsement is subject to all other Exclusions in Paragraph 11. of this Policy, including, but not limited to, Exclusion 11.e.
- 7) Exclusion 11.g. of this Policy is deleted and replaced with the following:
  9.
    - (i) any **Claim** brought by an individual challenging an **Included Entity's** handling of allegations of **Sexual Misconduct** against them, including but not limited to **Claims** challenging the fairness or adequacy of the **Student Discipline Process**;
    - (ii) the liability of any person who either engaged in **Sexual Misconduct** or knew about **Child Molestation** but failed to report it to law enforcement, child protective services or any equivalent state agency; provided, however, that if after a final civil adjudication it is determined that an accused person did not engage in or fail to report **Sexual Misconduct**, we will reimburse **Defense Costs** for that person;
    - (iii) any liability arising out of or related to a **Sexual Misconduct Occurrence** covered in whole or in part by any other primary or buffer excess general liability policy issued by us;
    - (iv) any liability for **Sexual Misconduct** occurring after the **Policy Period**, if the **Educational Organization** no longer maintains primary or buffer excess coverage for **Sexual Misconduct** with us at the time of that **Sexual Misconduct**;
    - (v) any liability arising out of or related to a **Sexual Misconduct Occurrence**, when a **Reporting Officer** knew or should have known of **Sexual Misconduct** committed by the same perpetrator prior to [\[Insert Date\]](#);
    - (vi) any liability related to or arising out of **Child Molestation** when known to a **Reporting Officer** who did not engage in **Child Molestation** but failed to report it to law enforcement, child protective services or any equivalent state agency; or
    - (vii) any liability arising out of or related to **Serial Sexual Misconduct**, if the **Educational Organization** fails to follow its internal policies for investigation and response after any **Reporting Officer**, who did not engage in **Serial Sexual Misconduct**, had actual knowledge of the **Serial Sexual Misconduct**;

## NOTICE OF SEXUAL MISCONDUCT OCCURRENCE OR CLAIM

- 8) Paragraph 12. is amended to add the following at the end of subparagraph (b):
  - **Sexual Misconduct** other than **Non-Employment Sexual Harassment**;

All other Policy provisions remain the same.