

Commercial Umbrella Policy

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Insurance needs.

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The
Hanover
Insurance Group®

IMPORTANT NOTICE TO POLICYHOLDERS

Summary of Form Changes

THIS NOTICE CONTAINS IMPORTANT SUMMARY INFORMATION ABOUT CHANGE IN COVERAGE. PLEASE READ IT CAREFULLY.

THIS NOTICE DOES NOT PROVIDE ANY COVERAGE AND DOES NOT REPLACE ANY PROVISIONS IN YOUR POLICY. READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The Hanover Insurance Group, in an effort to further address the needs of our policyholders, has modified the School and Educators Legal Liability Coverage Part, some of its endorsements, and created a few policy endorsements. Some new policy forms and endorsements are designed to clarify coverage intent as well as provide additional streamlined products.

Your expiring School and Educators Legal Liability policy has been **replaced** in its entirety with the new **School and Educators Legal Liability Coverage Part**. In addition, some of the endorsements which modify the new School and Educators Legal Liability Coverage Part have been updated and a new endorsement has been created. The following is a summary of major changes which will apply to your policy at renewal. This notice does **not** reference every editorial change made in your policy. If you have any questions or concerns, please contact your agent.

The material is organized by coverage form and endorsements; however, not all coverages, coverage forms or endorsements are included on a particular policy. Please read your policy language carefully for the coverage you are afforded.

421-0353 06 22 SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

Changes That May Reduce Coverage:

- **SECTION I – COVERAGES**, paragraph 4. **Exclusions Applicable to Coverage A – Educators Liability, a. “Bodily Injury”, “Personal and Advertising Injury”, or “Property Damage”** has been amended to remove the exception for any “civil rights claim”.
- **SECTION I – COVERAGES**, paragraph 4. **Exclusions Applicable to Coverage A – Educators Liability, c. Abuse and Molestation** has been amended to remove a the exception for any “civil rights claim”.
- **SECTION I – COVERAGES**, paragraph 6., **Exclusion h. Intellectual Property Rights** has been broadened to exclude intellectual property rights including, but not limited to trademark, service mark, trade dress, or trade name or other intellectual property rights, privileges, or laws.
- **SECTION VI – DEFINITIONS**, paragraph 15. definition of “loss” has been amended to exclude severance packages or similar and attorney’s fees with respect to non-monetary relief “claims” or “suits”.
- Please be advised that if form **421-0353, SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART**, is attached to your policy, the basis of Deductible for each “claim” is changing to Loss and Defense Expenses from Loss Only.

Beyond the base form, we revised the existing endorsements below to clarify coverage. One or more of these endorsements may be attached to your policy.

Other Changes:

- In the State of Texas, 421-1780 Texas Changes applies to 421-0353 School and Educators Legal Liability Coverage Part.
- In the State of Vermont, 421-1916 Vermont Changes applies to 421-0353 School and Educators Legal Liability Coverage Part.

- 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage
- 421-1704 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage
- 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
- 421-1713 Non-Monetary Relief Worldwide Defense Coverage for Law Enforcement Legal Liability
- In the State of Illinois,
 - 421-1777 Illinois Non-monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-1773 Illinois Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
- In the State of Louisiana,
 - 421-2097 Louisiana Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
 - 421-2101 Louisiana Non-Monetary Relief Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
 - 421-2098 Louisiana Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-2100 Louisiana Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage applies instead of 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage
- In the State of New York,
 - 421-1855 New York Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
 - 421-0718 New York Non-Monetary Relief Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
 - 421-1856 New York Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-0719 New York Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage applies instead of 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage

Beyond the base form, we created the endorsement below. This endorsement may be attached to your policy.

Other Changes:

- 421-5088 Retroactive Date for School and Educators Legal Liability Coverage Form (Split Retro)

Changes that may affect the Commercial Follow Form Excess and Umbrella Liability Policy are below. The endorsement may be attached to your policy.

Changes That May Reduce Coverage

- 475-0619 Exclusion – Law Enforcement Professional Liability (Coverage A and Coverage B)
 - Please be advised that if form **475-0289, EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY (COVERAGE A)**, is attached to your policy, at renewal it will be replaced by form **475-0619, EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY (COVERAGE A & COVERAGE B)**.
- 475-0620 Exclusion – Law Enforcement Professional Liability (Coverage B)

Changes That Clarify Coverage

- 475-0618 Underlying Claims-made Coverage
- 475-0624 Claims-made Coverage Retroactive Date



RENEWAL OF POLICY UHQ H016174 02

COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE BELOW NUMBERED POLICY.

POLICY NUMBER: UHQ H016174 03
COMPANY: Hanover Insurance Company

DECLARATIONS

Item 1. Named Insured and Address
(No., Street, Town, County, State)

Agent

ACADEMIA ANTONIA ALONSO INC 4403 LANCASTER PIKE BARLEY MILL PLAZA - BLDG #26 WILMINGTON DE 19805	5103209 ARTHUR C HALL, INC ARTHUR HALL INSURANCE PO BOX 512 WEST CHESTER PA 19381
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Item 2. Policy Period: (Month, Day, Year)

From 08/20/2022 To 08/20/2023
12:01 A. M., standard time at the address of the Named Insured as stated herein.

Form of Business:

- Individual
 Partnership
 Corporation
 Limited Liability Company
 Organization (Other than Partnership, Joint Venture or Limited Liability Company)

Business Description: School

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS PREMIUM MAY BE SUBJECT TO AUDIT.

Item 3. Limit of Insurance

Each Occurrence or Each Claim Limit:	\$4,000,000
Products – Completed Operations Aggregate Limit:	\$4,000,000
General Aggregate Limit	\$4,000,000
Retained Limit:	\$0

Item 4. Premium Computation:

Estimated Annual Premium	\$11,681.00
Premium Surcharges	\$
(Premium Surcharges NOT APPLICABLE in New York)	
Annual Minimum Premium	\$11,681.00
Advance Premium	\$11,681.00

Endorsements:

See next page



- PREPAID - the total annual premium is due at inception.
- HANOCASH - the annual premium is payable according to the term of the Hanocash endorsement attached.
- ACCOUNT BILL DIRECT BILL Annual Semi-Annual Other

Audit period: Non Auditable Unless indicated by Annual Semi-Annual Other

If you cancel this policy, we shall receive and retain not less than NIL as a policy minimum premium.

Forms Applicable To This Policy:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Form Edition</u>	<u>Description</u>
401-1337	02/16	Trade Or Economic Sanctions Endorsement
401-1374	12/20	Disclosure Pursuant To Terrorism Risk Insurance Act
401-1377	06/20	Company Address Listing
* 401-1402	06/22	Important Notice To Policyholders Summary Of Form Changes
475-0001	01/18	Hanover Commercial Follow Form Excess And Umbrella Policy
475-0012	12/14	Exclusion - Communicable Diseases (Coverage A and B)
475-0027	12/14	Exclusion - Total Pollution (Coverage A)
475-0057	12/14	Exclusion - Lead (Coverage A and B)
475-0058	09/20	Other Coverage Endorsement (Coverage A and B)
475-0066	01/15	Cap on Losses From Certified Acts of Terrorism
475-0070	01/15	Exclusion of Punitive Damages Related To A Certified Act Of Terrorism
475-0084	12/14	Exclusion - Silica (Coverage A and B)
475-0142	12/14	Delaware Changes
475-0216	12/14	Exclusion - Discrimination (Coverage B)
475-0238	12/14	Exclusion - Abuse and Molestation (Coverage B)
475-0245	12/14	Exclusion - Eminent Domain, Inverse Condemnation, Adverse Possession (Coverage B)
475-0246	12/14	Exclusion - Tax Assessment (Coverage B)
475-0257	12/14	Exclusion - Corporal Punishment (Coverage B)
* 475-0261	12/14	Exclusion - Communicable Diseases (Coverage B)
475-0298	12/14	Exclusion - Innocent Party Defense (Coverage A and B)
475-0317	12/14	Exclusion - Fungi or Bacteria with Food and Pool Exceptions (Coverage A and B)
475-0351	12/14	Exclusion - Employee Benefits Liability (Coverage B)
475-0352	12/14	Hanover Follow Form Excess and Umbrella Claims Made Coverage
475-0375	12/14	Exclusion - Limited Trampoline or Rebounding Device Coverage A and B

Forms Applicable To This Policy:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Form Edition</u>	<u>Description</u>
475-0517	06/17	Employment Related Practices Limitation (Coverage B)
* 475-0582	04/18	Neurodegenerative Injury Conditions
475-0613	11/20	Underlying Insurance Defined (Coverage A and B)
475-0616	12/20	Important Notice To Policyholders
* 475-0618	06/22	Underlying Claims-Made Coverage
SIG 11 00	11/17	Signature Page

SCHEDULE OF UNDERLYING POLICIES

Insured: ACADEMIA ANTONIA ALONSO INC
Effective on and after 08/20/2022 12:01 A.M. Standard Time
This Schedule is part of Policy Number: UHQ H016174 03

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE
(a) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Commercial General Liability <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-owned & Hired Autos	\$1,000,000 Occurrence/ Each Claim \$1,000,000 Personal Injury \$1,000,000 Advertising Injury \$2,000,000 General Aggregate Incl in Gen Agg Product/Completed Operations Aggregate
(b) Carrier: ALLMERICA FINANCIAL BENEFITS Policy Number: AWQ H015881 03 Policy Period: 08/20/2022 TO 08/20/2023	Comprehensive Automobile Liability including <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Non-Owned & Hired Autos	Bodily Injury and Property Damage Liability Combined: \$1,000,000 Each Accident Bodily Injury \$ Each Person \$ Each Accident Property Damage: \$ Each Accident
(c) Carrier: Policy Number: Policy Period:	Garage Liability <input type="checkbox"/> Dealers <input type="checkbox"/> Service	Bodily Injury and Property Damage Liability Combined: Each Accident Garage Operations \$ Auto Only \$ Other than Auto Only \$ Aggregate Garage Operations \$ Other than Auto Only
(d) Carrier: Excluded Policy Number: Policy Period:	Standard Workers' Compensation & Employers' Liability NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	Coverage B – Employers Liability Bodily Injury by Accident \$ Each Accident Bodily Injury by Disease \$ Each Employee \$ Aggregate

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

(e) Carrier: Policy Number: Policy Period:	Liquor Liability	\$ \$ \$ \$	Each Common Cause Other Aggregate Other
(f) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Professional Liability Incidental Professional Liability	\$1,000,000 \$ \$ \$2,000,000 \$	Each Occurrence Each Claim Other Aggregate Other
(f) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Professional Liability School and Educators	\$ \$1,000,000 \$ \$2,000,000 \$	Each Occurrence Each Claim Other Aggregate Other
(f) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Professional Liability Schools and Educators (EPLI)	\$ \$1,000,000 \$ \$1,000,000 \$	Each Occurrence Each Claim Other Aggregate Other
(g) Carrier: Policy Number: Policy Period:	Directors & Officers Liability	\$ \$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate Other
(h) Carrier: Policy Number: Policy Period:	Stop Gap Liability	Bodily Injury by Accident \$ Bodily Injury by Disease \$ \$	Each Accident Each Employee Aggregate
(i) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Abuse and Molestation Schools	\$1,000,000 \$ \$ \$2,000,000	Each Occurrence Each Claim Other Aggregate
(j) Carrier: Policy Number: Policy Period:	Foreign	\$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate
(k) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Employee Benefits Liability	\$ \$1,000,000 \$ \$1,000,000	Each Occurrence Each Claim Other Aggregate
(l) Carrier: Policy Number: Policy Period:	Other	\$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate



An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

Countersigned By: _____
Authorized Representative of the Company

Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE (COVERAGE B)

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

The following is added to section **VII. EXCLUSIONS**, paragraph **3**. Applicable to **Coverage B – Umbrella Liability** only:

This insurance does not apply to:

Communicable Disease

Any liability or expense arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the:

- (1)** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2)** Testing for a communicable disease;
- (3)** Failure to prevent the spread of a communicable disease; or
- (4)** Failure to report the communicable disease to authorities.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEURODEGENERATIVE INJURY CONDITIONS

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA LIABILITY POLICY

A. The following are added to section VIII. CONDITIONS:

Concussion Awareness Program Conditions

As a condition of coverage for any concussion or sub-concussive injury sustained by a "participant", the Named Insured shall:

- a. Maintain a "Reasonable System" for the implementation of a formal "concussion awareness program" for all "participants". Such program must comply with state and federal laws, if applicable;
- b. Distribute written "concussion awareness program" materials to all "participants" and "participants'" legal guardian(s) (if under eighteen (18) years of age); and
- c. Maintain the "concussion awareness program" materials including all records and communication sent to "participants" or "participants'" guardians.

Unintentional error on the Named Insured's part related to training materials included as part of the "concussion awareness program" will not jeopardize coverage in the event of an "occurrence" related to a concussion or sub-concussive injury to a "participant". However, the failure to maintain a "Reasonable System" shall be grounds for denial of coverage for any actual or alleged concussion or sub-concussive injury to any "participant".

Duties in The Event of "Occurrence", Claim or Suit Involving Concussion or Sub-concussive Injury

When you notify us of an "occurrence" involving a concussion or sub-concussive injury to a "participant", you must also provide us with a copy of the "concussion awareness program" materials and any communication sent to "participants" or "participants'" guardians regarding the "concussion awareness program" that was in place at the time

of the "participant's" involvement in athletic activities.

B. For the purpose of this endorsement, the following is added to section IX – DEFINITIONS:

"Concussion Awareness Program" means a formal educational program designed specifically to address concussion and sub-concussive injury awareness. The "concussion awareness program" includes materials:

- a. Describing, and understanding concussions and sub-concussive injuries and the potential consequences of such injuries;
- b. Recognizing and responding to concussions and sub-concussive injuries;
- c. Injury management standards for the "participant's" return to activities following a concussion or sub-concussive injury; including medical clearance required; and
- d. Prevention of concussions and sub-concussive injuries.

The "concussion awareness program" should be updated regularly and include the Center for Disease Control and Prevention's *Heads UP: Concussion in Youth Sports* training course or any similar course as well as programs mandated by law or by the governing body for the athletic or sports game, contest, activity, practice, scrimmage or exhibition.

"Participant" means any person engaged in athletic activities. "Participant" does not include spectators, referees, umpires or coaching staff.

"Reasonable System" means any electronic or written communication to regularly advance education materials to "participants", parents and coaches about the nature of risk of concussions, including but not limited to all material outlined in the "Concussion Awareness Program" definition listed below.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that "underlying insurance":

A. The following section is added:

EXTENDED REPORTING PERIODS

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of the "underlying insurance"; or
 - (2) Does not apply to "underlying insurance" coverage on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to any claim or "suit" for "underlying insurance" coverage that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance". Once in effect, Extended Reporting Periods may not be canceled.
3. If we cancel or do not renew for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This period starts with the end of the policy period and lasts for 60 days with respect to any claim or "suit" arising out of an "occurrence" committed prior to the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule, Declarations, or by endorsement and not previously reported to us.
 - a. This Automatic Extended Reporting Period does not apply to any claim or "suit" which is covered under any subsequent

insurance you purchase, or that would be covered by the "underlying insurance" but for exhaustion of the amount of insurance applicable to any claim or "suit".

- b. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance of the "underlying insurance" or of this policy.

The Automatic Extended Reporting Period does not apply to any claim or "suit" that is covered under any subsequent insurance you purchase, or that would be covered by the "underlying insurance" but for exhaustion of the amount of insurance applicable to any claim or "suit".

4. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance of the "underlying insurance" or of this policy.
5. If this policy is cancelled or not renewed and if you have an Optional Extended Reporting Period on the "underlying insurance" in effect, you shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the policy period with respect to any claim or "suit" arising out of an "occurrence" committed prior to the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule, Declarations, or by endorsement and not previously reported to us.
 - a. This Optional Extended Reporting Period does not apply to any claim or "suit" which is covered under any subsequent insurance you purchase, or that would be covered by the "underlying insurance" but for exhaustion of the amount of insurance applicable to any claim or "suit".
 - b. The Optional Extended Reporting Period does not reinstate or increase the Limits of Insurance of the "underlying insurance" or of this policy.
 - c. You must give us a written request for the Optional Extended Reporting Period Endorsement within 60 days following the

date of cancellation or nonrenewal. The Optional Extended Reporting period will not go into effect unless you pay the additional premium promptly when due. If the cancellation or nonrenewal is for nonpayment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.

- d. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table below.

Optional Reporting Period	Percent of Annual Premium
One Year	100%
Two Years	150%
Three Years	200%

6. In the event similar insurance is in force covering any claim or "suit" first made during the Extended Reporting Period, coverage provided by this Coverage Part shall be excess over any part of any other insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after our policy period ends.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.