

Name Insured: \_\_\_\_\_ Policy No. \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Policy Period: From: \_\_\_\_\_ To: \_\_\_\_\_  
12:01 AM Standard Time at your Mailing

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.

**Limits of Insurance**

Aggregate Limit \$ \_\_\_\_\_  
Each Wrongful Act Limit \$ \_\_\_\_\_

**Retroactive Date (for Claims Made Coverage Only)**

This insurance does not apply to a "wrongful act" which occurs before the Retroactive Date, if any, shown below:

\_\_\_\_\_  
(Enter Date or "None" if no Retroactive Date applies)

**Positions Covered**

Name of Position			Numbers of Persons Filling Position
_____			_____
Premiums Basis	Rate		Advance Premium
_____	_____		\$ _____
Premium shown is payable*:			
\$ _____ at inception;	\$ _____ 1 <sup>st</sup> . Anniversary;	\$ _____ 2 <sup>nd</sup> . Anniversary	

**Forms and Endorsements**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

Countersigned: San Juan, PR

\_\_\_\_\_  
: Producer Name

Name & Title

Date:

\_\_\_\_\_

**THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE.**  
**PLEASE READ THE ENTIRE FORM CAREFULLY.**

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. 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 quotation marks have special meaning. Refer to Section VI - Definitions.

**Section I - Coverage**

**Religious Institution Counseling Services Liability**

**1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" in the course of performing "counseling services" for you. This insurance applies only to any "wrongful act" which may have occurred after the Retroactive Date, if any, shown in the Declarations or which may occur during the policy period. The "wrongful act" must take place in the "coverage territory". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments. We will have the right and duty to defend any "suit" seeking those damages. But:
  1. The amount we will pay for damages is limited as described in Section III - Limits of Insurance.
  2. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result; and
  3. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- b. This insurance applies to a "wrongful act" only if a claim for damages is first made in writing against any insured during the policy period.
  1. A claim by a person or organization seeking damages will be deemed to have been made when written notice of such claim is received by any insured or by us, whichever comes first.
  2. All claims for damages because of the same "wrongful act", including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "wrongful act", will be deemed to have been made at the time the first of those claims is made against any insured. However, if written notice of an incident or "wrongful act" is given to us before any resulting claim is first made in writing against any insured, each such claim shall be deemed

to be first made at the time you first gave us written notice of the incident or "wrongful act".

**2. Exclusions.**

This insurance does not apply to:

- a. Any person who provides, or fails to provide counseling services for you. This exclusion does not apply to any person described as an insured under Section II - Who Is an Insured.
- b. The rendering or failure to render:
  1. Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
  2. Any health service or treatment; or
  3. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. Any "wrongful act":
  1. Arising in connection with membership in a formal accreditation or similar professional board or committee of any hospital or professional society;
  2. As a proprietor, superintendent or executive officer of any hospital, sanitarium, medical clinic with bed and board facilities, or laboratory;
  3. Arising out of any other trade, business, employment or profession;
- d. Any actual or alleged conduct of a sexual nature.
- e. Any dishonest, fraudulent, criminal act or omission.
- f. Assault and battery committed by or at the direction of the insured. This exclusion does not apply to damages resulting from the use of reasonable force to protect persons or property.
- g. A willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.
- h. Any of the following offenses:
  1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
  4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  5. Oral or written publication of material that violates a person's right of privacy.
- i. Liability under the Employee Retirement Income Security Act of 1974 and any amendments to that law.
- j. Liability assumed by the insured under any contract or agreement.
- k. Liability resulting from the commitment by the insured of a person to a psychiatric institution unless such commitment was made in full compliance with the laws or statutes of the state where such commitments was made.
- l. Liability resulting from the insured's acceptance and/or undertaking of custodial care or responsibility of any person. This exclusion applies only if your undertake such custodial

care or responsibility at the request, instruction, authorization, or direction of a governmental agency, authority, board, or officer having such authority or responsibility.

- m. Any "wrongful act" which occurs while the persons insured are acting for a professional counseling service organized expressly for the purpose of providing counseling, referral, educational or similar services.
- n. Liability arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, trailer, semi trailer, watercraft or aircraft.

#### **Supplementary Payments**

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. 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.
- 3. 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 earning up to \$100 a day because of time-off from work.
- 4. All cost taxed against the insured in the "suit".
- 5. 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 pre-judgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, of 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.

#### **Section II - Who is an Insured**

- 1. If you are designated in the Declarations, you are an insured for "counseling services" you perform or which are performed for you.
- 2. Each of the following is also an insured:
  - a. Those persons who occupy a position listed in the Schedule of Positions Covered in the Declarations, while performing "counseling services", but only while acting within the scope of their duties for you.
  - b. Your executive officers, directors and trustees are insureds, but only with respect to their duties as your officers, directors or trustees and not as counselors.

#### **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. Insures:
  - b. Claims made or "suits" brought, or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for the sum of all damages under this Coverage.
- 3. Subject to clause 2 of this section, the Each Wrongful Act Limit is the most we will pay because of damage arising out of any one "wrongful act".

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months,

starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **Section IV - Religious Institution Counseling Services Liability 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.

##### **2. Duties in the Event of An Incident, Wrongful Act, Claim or Suit.**

- a. You must see to it that we are given written notice as soon as practicable of an incident or "wrongful act" which may result in a claim. Notice should include:
  - 1. How, when and where the incident or "wrongful act" took place;
  - 2. the names and addresses of any injured persons and witnesses; and
  - 3. The nature and location of any injury or damage arising out of the incident or "wrongful act".
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - 1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit".
  - 2. Authorize us to obtain records and other information;
  - 3. Cooperate with us in the investigation, settlement or defense of the claim or "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 damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action against Us.**

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages 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 obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are 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 we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance.**

This insurance is primary except when clause b of this section applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance.**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to a "wrongful act" on other than a claim made basis, if:

1. No Retroactive Date is shown in the Declarations of this Insurance; or
2. The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. 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.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing.**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its

applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit.**

- a. We will compute all premiums for this Coverage Part.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representation.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. 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.

**8. 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.

**Section V - Extended Reporting Period**

1. This Section applies only if:
  - a. This Coverage Part is cancelled or not renewed for any reason except non-payment of the premium; or
  - b. We renew or replace this Coverage Part with other insurance that:
    1. Provides claims-made coverage for a "wrongful act", and
    2. Has a Retroactive Date later than the one shown in this Coverage Part's Declarations; or
  - c. We replace this Coverage Part with other insurance that applies to a "wrongful act" on other than a claims made basis.
2. When this Section applies, the following is added to Part 1 of Section I - Coverage.

- a. A claim first made within twelve (12) months after the policy period ends will be deemed to have been made on the last day of the policy period, provided that the claim is for damages arising out of a "wrongful act" that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

The policy period ends on the date shown in the Declarations or on the effective date of any cancellation of this Coverage Part, whichever is earlier. The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the policy period.

The Extended Reporting Period will also amend Paragraph 4.b. of Section IV - Religious Institution Counseling Services Liability Conditions (Other Insurance) so that the insurance provided will be excess of any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period takes effect.

**Section VI - Definitions.**

1. "Counseling services" mean the act or acts of giving advice or guidance with regard to conduct or proposed conduct.
2. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. All parts of the world if:
    1. The damages arise out of "counseling services" performed for you by a person whose home is in the territory described in clause 2a of this section, but is away for a short time on your business; and
    2. The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
3. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
4. "Wrongful act" means any negligent act or omission, error or mistake, actual or alleged, which arises out of the providing or failure to provide "counseling services" in the course of religious institution activities.