

RENEWAL



EFFECTIVE DATE: 11/01/2018

Policy Number: CU 8089884		Prior Policy: 8089884	
Billing Type: AGENCY BILL			
Coverage Is Provided In INDIANA INSURANCE COMPANY			
Named Insured and Mailing Address: TELL CITY - TROY TOWNSHIP SCHOOL CORPORATION 837 17TH STREET TELL CITY IN 47586		Agent: GERMAN AMERICAN INSURANCE PO BOX 1008 JASPER IN 47547-1008 IN 47547-	
		Agent Code: 0000512	Agent Phone: (812)-482-2866

COMMON POLICY DECLARATIONS

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

POLICY PERIOD: From : 11/01/2018 To: 11/01/2019 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: SCHOOL

BUSINESS DESCRIPTION: SCHOOL

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Commercial Umbrella Liability Coverage Part
Terrorism Risk Insurance Act

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy at time of issue:

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
14-366	- 1210 INDIANA CHANGES - WORKERS COMPENSATION EXCLUSION
17-477	- 0208 AMENDMENT OF DEFINITION OF POLLUTANTS
IL0017	- 1198 COMMON POLICY CONDITIONS

COMMON POLICY DECLARATIONS (continued)

17-57 (06/94)

Countersigned: By _____
Authorized Representative Date

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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Date Issued: 11/13/2018

RENEWAL



EFFECTIVE DATE: 11/01/2018

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Billing Type: AGENCY BILL			
Coverage Is Provided In The INDIANA INSURANCE COMPANY			
Named Insured and Mailing Address: TELL CITY - TROY TOWNSHIP SCHOOL CORPORATION 837 17TH STREET TELL CITY IN 47586		Agent: GERMAN AMERICAN INSURANCE PO BOX 1008 JASPER IN 47547-1008 IN 47547-	
		Agent Code: 0000512 Agent Phone: (812)-482-2866	

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 4,000,000	Any One Occurrence or Offense Subject To The General Aggregate and Products/Completed Operations Aggregate Limits
Aggregate Limits	\$ 4,000,000	General Aggregate Limit
	\$ 4,000,000	Products/Completed Operations Aggregate Limit

SELF INSURED RETENTION

Self Insured Retention	\$ 10,000	Any One Occurrence Or Offense
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UNDERLYING INSURANCE – Refer to Schedule of Underlying Insurance

PREMIUM

Total Premium

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy:

Form Number	Description
14-108 - 0208	INDIANA CHANGES
14-118 - 0204	SCHOOL AMENDATORY ENDORSEMENT
14-148 - 1202	SCHEDULE OF UNDERLYING INSURANCE
14-149 - 1010	SCHOOL LEADERS ERRORS AND OMISSIONS FOLLOW FORM
14-155 - 0204	QUICK REFERENCE COMMERCIAL UMBRELLA LIAB COV PART
14-161 - 0204	SEXUAL MISCONDUCT & MOLESTATION LIABILITY
14-163 - 0204	EXCLUSION-YEAR 2000 COMPUTER-RELATED
14-175 - 0204	EXCLUSION-LAW ENFORCEMENT PROFESSIONAL LIABILITY
14-186 - 0204	EXCLUSION - FUNGI OR BACTERIA
14-200 - 0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
14-206 - 0115	EXCLUSION OF PUNITIVE DAMAGES
14-210 - 0204	COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
14-242 - 0204	NUCLEAR ENERGY LIABILITY EXCLUSION
14-249 - 0204	EXCLUSION - SILICA
14-257 - 0509	EXCL-RECORDING & DISTRIBUTION OF MATERIAL VIOLATION
14-267 - 0107	NON-CUMULATION OF LIABILITY (SAME OCCURENCE)
14-356 - 0211	EXCLUSION - PERSONAL DATA COMPROMISE

14-211 (02/04)

INSURED COPY

UNDERLYING INSURANCE – Refer to Schedule of Underlying Insurance

PREMIUM

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy:

Form Number	Description
14-374 - 0913	EXCLUSION-TRAMPOLINES
14-386 - 1215	LIMITED COV FOR DESIGNATED UNMANNED AIRCRAFT (BI & PD)
14-68 - 0204	AUTO LIABILITY - FOLLOW FORM
14-80 - 0204	EMPLOYEE BENEFITS LIABILITY - FOLLOW FORM
14-81 - 0204	EMPLOYERS LIABILITY EXCLUSION
17-477 - 0208	AMENDMENT OF DEFINITION OF POLLUTANTS



Forming a part of

Policy Number: CU 8089884	
Coverage Is Provided In INDIANA INSURANCE COMPANY	
Named Insured: TELL CITY - TROY TOWNSHIP SCHOOL CORPORATION	Agent: GERMAN AMERICAN INSURANCE Agent Code: 0000512 Agent Phone: (812)-482-2866

SCHEDULE OF UNDERLYING INSURANCE

Type of Insurance	Policy Number	Policy Period	Insurer
Commercial General Liability	CBP 8084980	11/01/2018 - 11/01/2019	NETHERLANDS INSURANCE COMPANY
	Limits of Liability:		
	Each Occurrence:		\$ 1,000,000
	Personal and Advertising Injury:		\$ 1,000,000
	General Aggregate:		\$ 2,000,000
	Products/Completed Operations Aggregate:		\$ 2,000,000
Type of Insurance	Policy Number	Policy Period	Insurer
Auto Liability	BA 8088983	11/01/2018 - 11/01/2019	PEERLESS INSURANCE COMPANY
	Limits of Liability:		
	Each Accident:		\$ 1,000,000
Type of Insurance	Policy Number	Policy Period	Insurer
Employee Benefits Liability	CBP 8084980	11/01/2018 - 11/01/2019	NETHERLANDS INSURANCE COMPANY
	Limits of Liability:		
	Each Employee:		\$ 1,000,000
	Aggregate:		\$ 3,000,000
	Retroactive Date: 11/01/1995		

SCHEDULE OF UNDERLYING INSURANCE (continued)

Type of Insurance	Policy Number	Policy Period	Insurer
School Leaders Errors and Omissions Liability	CBP 8084980	11/01/2018 - 11/01/2019	NETHERLANDS INSURANCE COMPANY
	Limits of Liability:		
	Each Loss:		\$1,000,000
	Aggregate:		\$1,000,000
This is a claims made coverage. Read your coverage form carefully.			
Retroactive Date: NONE			

Type of Insurance	Policy Number	Policy Period	Insurer
Sexual Misconduct and Molestation Liability	CBP 8084980	11/01/2018 - 11/01/2019	NETHERLANDS INSURANCE COMPANY
	Limits of Liability:		
	Each Loss:		\$1,000,000
	Aggregate:		\$1,000,000

Date Issued: 11/13/2018

Forming a part of

Policy Number: CU 8089884

Coverage Is Provided In INDIANA INSURANCE COMPANY

Named Insured:
TELL CITY - TROY TOWNSHIP
SCHOOL CORPORATION

Agent:
GERMAN AMERICAN INSURANCE

Agent Code: 0000512 Agent Phone: (812)-482-2866

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT
(BODILY INJURY AND PROPERTY DAMAGE ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Description of Unmanned Aircraft:
SCHOOL OWNED DRONES ONLY

Description of Operation(s) or Project(s):
VIDEO SPECIAL SCHOOL EVENTS

Unmanned Aircraft Liability Sublimit (if applicable): \$ 1,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Paragraph 3. Exclusions under SECTION I – COVERAGE is amended as follows:

(1) Paragraph k. Aircraft Liability is deleted and replaced by the following:

k. Aircraft (Other than Unmanned) Liability

Any "bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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14-386 (12/15)

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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, if the "occurrence" which caused the "bodily injury" or "property damage", involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") that is owned or operated by or rented or loaned to any insured.

Exceptions:

This exclusion 3.k. does not apply:

- (1) To liability assumed under an "insured contract" for the ownership, maintenance or use of aircraft; or
- (2) To the extent that valid "scheduled underlying insurance" is applicable to the "bodily injury" or "property damage" described above or would have been applicable to such injury or damage but for the exhaustion of the limits of the "scheduled underlying insurance". The coverage provided:
 - (a) Will follow the provisions, exclusions and limitations of the "scheduled underlying insurance" unless otherwise directed by this insurance; and
 - (b) Will be subject to **SECTION IV – CONDITIONS** paragraph 13. **Maintenance of Scheduled Underlying Insurance.**

(2) The following exclusion is added:

Unmanned Aircraft Liability

Any liability, damages, loss, injury, demand, claim or "suit" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" or "offense" which caused the "bodily injury", "property damage", or "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to "bodily injury" or "property damage" arising out of the use of "unmanned aircraft" described in the Schedule, but only with respect to the use of such "unmanned aircraft" in the operation(s) or project(s) described in the Schedule of this endorsement.

B. If an Unmanned Aircraft Liability Sublimit is shown in the Schedule, the following provisions are added to **SECTION III – LIMITS OF INSURANCE:**

- (1) Subject to Paragraph 3. or 4. of **SECTION III – Limits of Insurance**, whichever applies, the Unmanned Aircraft Liability Sublimit shown in the Schedule is the most we will pay for the sum of all damages for "bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".
- (2) Any payments made for damages because of "bodily injury" or "property damage" shall reduce either the General Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations.
- (3) The limits shown in the Declarations for Each Occurrence apply to "bodily injury" or "property damage" as applicable, arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". The Each Occurrence Limit is subject to the Unmanned Aircraft Liability Sublimit shown in the Schedule, if any. If no Unmanned Aircraft Liability Sublimit is shown, then the Each Occurrence Limit is subject to the applicable General Aggregate Limit or Products-Completed Operations Aggregate Limit.

C. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured;
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

IMPORTANT NOTICE TO POLICYHOLDERS

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT(S) OR OPERATION(S)

This Notice explains changes in your Commercial Umbrella Liability renewal policy. It contains a brief synopsis of the change and must be reviewed in conjunction with your expiring and renewal policies to reference forms described herein.

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to changes in your Commercial Umbrella Coverage Form. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your renewal and expiring policies, including the endorsements attached to your renewal and expiring policies. If you have any questions, please contact your agent.

SUMMARY OF POLICY CHANGES

If your renewal policy contains endorsement 14-373 (04/17) and contains endorsement 14-373 (07/12) or did not contain a similar endorsement the following change applies to your policy:

EDITORIAL CHANGES

The revised endorsement incorporates the terms Project(s) and Operation(s) into the endorsement schedule.

POTENTIAL COVERAGE REDUCTION

This endorsement may limit liability coverage to only those premises, operations and/or projects specifically designated. If your current policy does not include Endorsement 14-373, attachment of this endorsement results in a reduction in coverage.

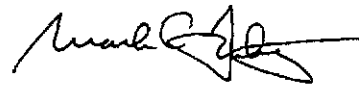
If your current policy contains the earlier version of Endorsement 14-373, the language has been amended to contain an expanded clarification of coverage for "bodily injury" and "property damage", adding that insurance only applies if "bodily injury" or "property damage" are caused by an "occurrence" that takes place in the "coverage territory", and only if the "bodily injury" or "property damage" 1) occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or 2) Arises out of the project or operation shown in the Schedule. The expiring endorsement did not contain these conditions.

The term Company, as used below, means the company that has issued the policy to which this witness statement is attached. The Company is identified on your Declarations in the area titled "Coverage is provided in".

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested on its behalf by its President and Secretary at Boston, Massachusetts, and countersigned on the Declarations by a duly authorized representative of that Company. In a state where a countersignature is not required, no policy shall be deemed invalid due to the absence of a countersignature.



President



Secretary