

## **SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS**

**NOTICE: AMOUNTS INCURRED FOR “DEFENSE COSTS” WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Throughout this policy, words and phrases that are shown in “quotation marks” have special meaning and are defined in the policy.

In consideration of the payment of the premium, in reliance upon the statements in the application for this policy made to the company providing this insurance (herein called “We”, “Us”, “Our” or the “Company”) and subject to the Declarations, Schedules, terms, conditions, exclusions and endorsements that complete this policy, the “Company” and each “Participating Named Insured” agree as follows:

### **I. INSURING AGREEMENT**

The “Company” will pay on behalf of the “Insured” the “Ultimate Net Loss” that the “Insured” becomes legally obligated to pay as “Damages” because of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability to which this insurance applies.

This insurance applies to “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability only if:

- (1) The “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability is caused by an “Occurrence” that takes place in the “Coverage Territory”; and
- (2) The “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability is caused by an “Occurrence” during the “Policy Period”. No other obligation to pay any additional sums or perform acts or services is covered.

### **II. DEFENSE AND “DEFENSE COSTS”**

The “Company” will have the right and duty to defend the “Insured” against any “Claim” or suit seeking those “Damages” because of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability. However, the “Company” will have no duty to defend the “Insured” against any suit seeking “Damages” for “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, or “Employment Practices” Liability to which this insurance does not apply. The “Company” may at their discretion investigate any “Occurrence” and settle any “Claim” or suit that may result. But:

- (1) The amount the “Company” will pay for “Damages” is limited as described in Section III. Limits of Insurance; and
- (2) The “Company’s” right and duty to defend ends when the “Company” has used up the applicable limit of insurance in the payments of judgments or settlements.

However, if the “Company” makes a settlement offer, the “Company” will not pay any pre-judgment interest based on that period of time after the offer.

### III. THE COMPANY'S LIMIT OF LIABILITY

- A.** The Limits of Liability shown in the participation endorsement and the rules below fix the most the “Company” will pay regardless of the number of:
1. “Insureds” under this policy;
  2. Persons or organizations who sustain injury or “Damage”; or
  3. “Claims” made or suits brought.
- B.** Subject to Paragraph C. below, if an amount is stated in the Limits of Insurance in Item 3.A.2. of the participation endorsement, the Limits of Insurance apply as shown below:
1. Personal Injury and Property Damage Limit – The Personal Injury and Property Damage Limit is the most the “Company” will pay for all “Damages” because of all “Personal Injury” or “Property Damage” arising out of any one “Occurrence”.
  2. Non-Profit Directors and Officers or Public Officials Errors and Omissions Limit – The Non-Profit Directors and Officers Limits or Public Officials Errors and Omissions Limit is the most the “Company” will pay for all “Damages” because of all “Non-Profit Directors and Officers Liability” or “Public Officials Errors and Omissions” arising out of any one “Occurrence”.
  3. Employment Practices Liability Limit – The Employment Practices Liability Limit is the most the “Company” will pay for all “Damages” because all “Employment Practices” liability arising out of any one “Occurrence”.
- C.** With respect to “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, “Non-Profit Directors and Officers Liability”, “Employment Practices” liability, or any combination thereof, the “Company’s” liability shall be limited to the “Ultimate Net Loss” as the result of any one “Occurrence”, not exceeding the amount specified in Item 3A (1) of the Limit of Liability section in the Special Liability Insurance Program (SLIP) participation endorsement for each respective “Participating Named Insured”.

For each “Occurrence”, the “Company’s” limit of liability under this policy shall apply separately to each “Participating Named Insured” as shown on the respective participation endorsements under this policy.

- D.** Subject to A. above, if an amount is stated in the Aggregate Limits of Insurance in Item 3.B of the participation endorsement, the Aggregate Limits of Insurance apply as shown below:
1. Products-Completed Operations Hazard Aggregate - The Products-Completed Operations Hazard Aggregate Limit of this insurance is the most the “Company” will pay for all “Damages” because of “Personal Injury” or “Property Damage” included in the “Products-Completed Operations Hazard” during the “Policy Period”, regardless of the number of “Occurrences”.
  2. Non-Profit Directors and Officers or Public Officials Errors and Omissions Aggregate - The Non-Profit Directors and Officers or Public Officials Errors and Omissions Aggregate Limit of this insurance is the most the “Company” will pay for all “Damages” because of “Non-Profit Directors and Officers Liability” or “Public Officials Errors and Omissions” during the “Policy Period”, regardless of the number of “Occurrences”.
  3. Employment Practices Liability Aggregate - The Employment Practices Liability Aggregate Limit of this insurance is the most the “Company” will pay for all “Damages” because of “Employment Practices” liability during the “Policy Period”, regardless of the number of “Occurrences”.

These Aggregate Limits of Liability apply separately to each “Participating Named Insured” as shown on the respective Special Liability Insurance Program (SLIP) participation endorsement under this policy.

- E. "Defense Costs" incurred by the "Company" in connection with the right and duty to defend under this Section II. of this policy shall be included within and erode the Limits of Liability.

#### **IV. COVERAGE TERRITORY**

This policy applies to "Personal Injury", "Property Damage", "Public Officials Errors and Omissions", "Non-Profit Directors and Officers Liability", or "Employment Practices" Liability occurring anywhere in the world, but only if a "claim" is made or a suit is brought in the United States of America (including its territories and possessions).

#### **V. PERSONS OR ENTITIES "INSURED"**

Each of the following is an "Insured" to the extent set forth below:

- (A) The "Participating Named Insured";
- (B) Those individuals who were or are now:
- (1) Elected or appointed officials of the "Participating Named Insured", including members of the "Participating Named Insured's" governing body or any other committees, boards or commissions;
  - (2) Directors and officers, volunteers, trustees, members, members of faculty, teachers, teaching assistants of the "Participating Named Insured", while acting on behalf of the "Participating Named Insured"; and
- (C) Present employees or contracted employees or volunteers of the "Participating Named Insured" while acting for or on behalf of the "Participating Named Insured".
- (D) Spouse of a "Participating Insured", but only with respect to their use of an "Automobile" or "Auto" with the permission of "Participating Named Insured".

#### **VI. EXCLUSIONS**

This policy does not apply:

- (A) To any obligation of the "Insured" under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (B) To "Bodily Injury" to any employee of the "Insured" arising out of and in the course of employment by the "Insured".
- (C) To any liability for "Property Damage" to:
- (1) Real Property owned, rented, occupied by or leased to the "Insured", their agents or subcontractors;
  - (2) Real or Personal Property used by the "Insured", their agents or subcontractors; or
  - (3) Real or Personal Property in the "Insured's", their agent's or subcontractor's care, custody or control or as to which the "Insured", their agents or subcontractors are, for any purpose, exercising control.

However, this exclusion shall not apply to watercraft less than or equal to fifty-one (51) feet in length.

- (D) To any liability assumed for which the "Insured" becomes legally obligated to pay "Damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "Damages":
- (1) Assumed in an "Insured Contract" provided that the "Personal Injury" or "Property Damage", occurs subsequent to the execution of the contract or agreement; or

(3) To any loss, cost or expense arising out of any “Claim” or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of pollutants.

However, paragraph (1) of this exclusion does not apply to:

- (a) “Personal Injury” or “Property Damage” arising out of heat, smoke or fumes from a hostile fire.
- (b) “Personal Injury” or “Property Damage” arising out of collision, upset or overturn of any automobile or attached machinery or equipment.
- (c) “Personal Injury” or “Property Damage” arising out of chlorine leaks or pesticide/herbicide applications.

As used in this exclusion:

- (i) Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials, which are intended to be or have been recycled, reconditioned or re-claimed.
- (ii) Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- (iii) Automobile means any licensed vehicle operated on public roads and highways.

**(L)** (1) Any liability arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers, or asbestos dust; or

(2) To any liability to indemnify any party because of “Damage” arising out of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions”, or “Non-Profit Directors and Officers Liability” due to an “Occurrence” at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or

(3) To any liability to defend any suit or “Claim” against the “Insured” seeking “Damages” arising out of “Personal Injury”, “Property Damage”, “Public Officials Errors and Omissions” or “Non-Profit Directors and Officers Liability” due to an “Occurrence”, if such “Damages” result from or are contributed to any combination of the following: manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust;

**(M)** To any obligation of the “Insured” (or which is imputed on the “Insured”) under the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law.

**(N)** To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any “Dam”.

**(O)** To any liability arising out of the ownership, maintenance or use of an “Automobile”.

**(P)** To “Public Officials Errors and Omissions” or “Non-Profit Directors and Officers Liability” for:

- (1) The refund of taxes, fees or assessments;
- (2) (a) Liability of an “Insured” arising in whole or in part, out of any “Insured” obtaining remuneration or financial gain to which the “Insured” was not legally entitled; or
- (b) Liability arising out of the willful violation of a penal code or ordinance committed by or

**(T)** To any liability for “Personal Injury” arising out of:

- (1) Oral or written publication of material, if done by or at the direction of the “Insured” with knowledge of its falsity; or
- (2) Oral or written publication of material whose first publication took place before the beginning of the “Policy Period”.

**(U)** To any liability, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- (1) Any “Fungus(i)”, “Mold(s)”, mildew or yeast;
- (2) Any “Spore(s)” or toxins created or produced by or emanating from such “Fungus(i)”, “Mold(s)”, mildew or yeast;
- (3) Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any “Fungus(i)”, “Mold(s)”, mildew or yeast; or
- (4) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any “Fungus(i)”, “Mold(s)”, mildew, yeast, or “Spore(s)” or toxins emanating therefrom, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

**(V)** To any liability arising out of or related to, either directly or indirectly, any “Terrorist Activity”, as defined herein.

**(W)** To any liability for “Bodily Injury”, “Property Damage”, “Public Officials Errors and Omissions Liability” or “Non- Profit Directors and Officers Liability” arising out of “Subsidence.”

**(X)** To “Personal Injury” or “Property Damage” arising out of the actual or alleged exposure to electro and/or electromagnetic fields.

**(Y)** To any liability arising out of the ownership, maintenance, use or entrustment to others of any property, including all related operations, for which any “Insured” is acting or is obligated to act in a fiduciary or representative capacity.

**(Z)** (a) To “Bodily Injury” or “Property Damage” arising out of or in connection with the ingestion, inhalation, absorption or otherwise arising from any form of lead;

(b) To any liability arising out of or in connection with any request, demand, or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or

(c) To any liability arising out of or in connection with any “Claim” or suit by or on behalf of a governmental authority for “Damages” because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

**(AA)** To any liability arising out of injury to any master or any member of the crew of any vessel.

**(BB)** To any liability arising out of any loss, cost, or expense as respects to any “Claim” made or suits brought against the “Participating Named Insured” or any indemnity pursuant to the United States Longshoremen & Harbor Workers Compensation Act (Title 33 USCA, Sections 901-950) including any amendments or revisions thereto.

**(CC)** To any liability that is provided for or covered under any subsequent, replacement or renewal policy or policies issued by the “Company”, and/or any other affiliated Great American Insurance Company.

**(DD)** To any “Bodily Injury” to any person as a contestant or athletic participant (including coaching or managing) in any organized athletic sports league event such as a Little League, American Youth Soccer Organization, or Pop Warner football, which is, conducted on premises the “Participating Named Insured” owns, rents or controls.

**(EE)** To any liability arising out of:

- (1) the actual or threatened abuse or molestation by any person while in the care, custody or control of any “Insured”, or
- (2) the negligent:
  - a) employment;
  - b) investigation;
  - c) supervision;
  - d) reporting to the proper authorities, or failure to so report; or
  - e) retention;of a person for whom any “Insured” is or ever was legally responsible and whose conduct would be excluded by **(1)** above.

However, we will pay solely for “defense costs” of the “insured” for a claim otherwise excluded above, but the most we will pay is \$250,000 in the aggregate per policy period, subject to the following conditions:

- a. We will not pay any claim or defense cost on behalf of any “insured” who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or on behalf of any “insured” who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by an employee or volunteer of the insured.
- b. We will not pay any claim or defense costs on behalf of any “insured” who commits an intentional or criminal act.

**(FF)** To any liability arising out of, caused in whole or in part by, contributed to, or in any way relating to or in connection with the construction, demolition, planning, or preparation of any “Residential Work or Project.”

**(GG)** To any liability arising out of “Bodily Injury” to a tenant or a guest of a tenant at a “Habitational Facility” that the “Participating Named Insured” owns, rents, or controls.

**(HH)** To any liability arising out of an act, error or omission of an insurance agent, claims adjuster or mortgage broker.

**(II)** To any liability arising out of, caused in whole or in part by, contributed to, or in any way relating to or in connection with an “Occurrence” which has first occurred or begun prior to the effective date of this policy, regardless of whether repeated or continued exposure to conditions which were a cause of such damages occur during the “Policy Period” and cause additional, progressive or further damages, all of which is excluded from coverage. This exclusion shall apply whether or not the “Insured’s” legal obligation to pay damages has been established as of the inception date of this policy. However, this exclusion does not apply to coverages afforded to the “Insureds” listed in the Nose Cover And Extended Reporting Period endorsement, if attached, for damages arising out of “Public Officials Errors and Omissions” Liability, “Non-profit Directors and Officers Liability” or “Employment Practices” Liability.

## **VII. DEFINITIONS**

**(A)** “Aircraft” means a vehicle designed for the transport of persons or property principally in the air.

**(B)** “Automobile” or “auto” means:

- (1) A land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
  - (2) Any other land vehicle that is subject to a compulsory or financial responsibility laws in the state where it is licensed or principally garaged.
- (C) “Bodily Injury” means bodily harm, sickness or disease sustained by a person, including death or disability resulting from any of these at any time. “Bodily Injury” includes mental injury, mental anguish, humiliation, shock or death if resulting directly from “Bodily Injury”. “Bodily Injury” shall include care, loss of services, loss of consortium, or death resulting at any time from the “Bodily Injury”.
- (D) “Claim” means:
- (1) a written demand for monetary or non-monetary relief; or
  - (2) a civil, criminal, or administrative proceeding for monetary or non-monetary relief which is commenced by:
    - (a) service of a complaint or similar pleading; or
    - (b) return of an indictment (in the case of a criminal proceeding); or
    - (c) receipt or filing of a notice of charges.
- (E) “Dam” means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:
- (1) Is twenty-five (25) feet or more in height from the natural bed of the stream or water course at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation, or
  - (2) Has an impounding capacity of fifty (50) acre-feet or more.
- “Dam” shall not include any such barrier which is not in excess of or equal to twenty-five (25) feet in height regardless of storage capacity, or which has a storage capacity not in excess of or equal to fifty (50) acre feet regardless of height.
- (F) “Damages” means monetary compensation for death (or “Bodily Injury”) and for care and loss of services resulting from “Personal Injury” and for damage to and loss of use of property resulting from “Property Damage” and losses for “Public Officials Errors and Omissions” and “Non-Profit Directors and Officers Liability” including “Defense Costs”.
- “Damages” as respects “Employment Practices” only means a monetary judgment, monetary award, or a monetary settlement, including “Defense Costs”, which the “Insured” is obligated to pay.
- (G) “Defense Costs” means reasonable attorney's fees, costs and expenses and other reasonable fees, costs and expenses incurred in connection with the investigation, adjustment, defense and appeal of a “Claim” or suit covered hereunder, including the allocated expenses of the “Participating Named Insured’s” Claim Servicing Organization. However, “Defense Costs” do not include the office expenses of the “Company” or the “Insured” nor the salaries of employees or officials of the “Company” or the “Insured”. “Defense Costs” will not include pre and post judgment interest if the “Company” makes a settlement offer.
- (H) “Directors, Officers or Trustees” means any persons who were, now are, or shall be directors, trustees, officers, employees, volunteers, contracted employees, or staff members of the organization and shall include any executive board members and committee members whether salaried or not, including their estates, heirs, legal representatives or assigns in the event of death, incapacity or bankruptcy.

**(I)** “Non-Profit Directors and Officers Liability” means any actual or alleged negligent action or inaction, mistakes, misstatements, errors, neglect, inadvertence, or omission by “Directors, Officers or Trustees” in their discharge of duties on behalf of an “Insured” entity.

**(J)** “Employment Practices” means any “Claim” made against an “Insured” relating to a past, present or prospective employee of the “Insured” (and the spouse, child, parent, brother or sister of that person as a consequence of the “Employment Practices” that person at whom any of the employment-related practices described below is directed) arising out of: (1) any actual or alleged wrongful dismissal, discharge or termination (either actual or constructive) of employment; (2) employment related misrepresentation; (3) wrongful failure to employ or promote; (4) wrongful deprivation of career opportunity; (5) wrongful discipline; (6) failure to grant tenure or negligent employee evaluation; (7) failure to provide adequate employee policies and procedure; (8) sexual or workplace harassment of any kind, (including the alleged creation of a harassing workplace environment); (9) unlawful discrimination, (including sexual or workplace harassment or creation of a harassing workplace environment) whether direct, indirect, intentional or unintentional.

“Employment Practices” shall include “Claim” brought under state, local, or federal law, whether common or statutory, and shall include allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:

- (1) Americans with Disabilities Act of 1992 (ADA);
- (2) Civil Rights Act of 1991;
- (3) Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
- (4) Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy Discrimination Act of 1978;
- (5) Civil Rights Act of 1866, Section 1981;
- (6) Fifth and Fourteenth amendments of the U.S. Constitution.

**(K)** “Fungus(i)” includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including “Molds”, rusts, mildew, smuts and mushrooms.

**(L)** “Habitational Facility” means a place in which to live.

**(M)** “Impaired Property” means tangible property, other than “Your Product” or “Your Work”, that cannot be used or is less useful because:

- (1) It incorporates “Your Product” or “Your Work” that is known or thought to be defective, deficient, inadequate or dangerous; or
- (2) An “Insured” has failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
  - (a) The repair, replacement, adjustment or removal of “Your Product” or “Your Work”; or
  - (b) An “Insured” fulfilling the terms of the contract or agreement.

**(N)** “Insured” means any person or organization qualifying as an “Insured” under the Persons or Entities “Insured” section of this policy.

**(O)** “Insured Contract” means:

- (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the “Participating Named Insured” or temporarily occupied by the “Participating Named Insured” with



permission of the owner is not an “Insured Contract”;

- (2) A sidetrack agreement;
- (3) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (5) An elevator maintenance agreement;
- (6) That part of any other contract or agreement pertaining to the “Participating Named Insured’s” business (including an indemnification of a municipality in connection with work performed for a municipality) under which the “Participating Named Insured” assumes the tort liability of another party to pay for “Bodily Injury” or “Property Damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (6) does not include that part of any contract or agreement:

- (a) That indemnifies a railroad for “Bodily Injury” or “Property Damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (b) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (i) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (ii) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (c) Under which the “Insured”, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the “Insured’s” rendering or failure to render professional services, including those listed in (b) above and supervisory, inspection or engineering services.

**(P)** “Occurrence” means:

- (1) With respects to “Personal Injury” described in Definition R.1. and “Property Damage”, an accident, which is neither expected nor intended from the “Insured’s” conduct, including continuous or repeated exposure to substantially the same general harmful conditions which results in “Bodily Injury” or “Property Damage”. All such exposure to substantially the same general conditions will be considered as arising out of one “Occurrence”.
- (2) With respect to “Personal Injury” described in Definition R.2 through R.9, all “Damages” arising out of substantially the same “Personal Injury” regardless of frequency, repetition, the number or kind of offenses, or number of claimants, will be considered as arising out of one “Occurrence”.
- (3) With respect to “Public Officials Errors and Omissions” or “Non-Profit Directors and Officers Liability”, an act, omission to act or failure to act during the “Policy Period” which results in injury or “damage”.
- (4) With respect to “Employment Practices” liability, an act, omission to act or failure to act during the “Policy Period” resulting from “Employment Practices.”

Only one policy issued by the “Company” and one limit of insurance is applicable to any one “Occurrence”.