

MARKEL INSURANCE COMPANY

ATTACHED TO AND FORMING PART OF
POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHILD CARE AND TEACHERS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that the policy is amended as follows:

1. The following is added to Section I, Coverages, paragraph 1 of Coverage A, Bodily Injury and Property Damage Liability:
 - d. We will pay those sums that the "Teacher" becomes legally obligated to pay as damages as a result of an "occurrence" caused by a "wrongful act" of the "Teacher" arising out of the performance of duties in that capacity.
2. The extension of coverage provided by the preceding paragraph is subject to the following exclusions, as well as all exclusions in Section I, Coverages, paragraph 2 of Coverage A, Bodily Injury and Property Damage Liability and paragraph 2 of Coverage B, Personal and Advertising Injury Liability:

This insurance does not apply to:

 - a. Any loss or claim of others assumed by the "Teacher" under any contract or agreement, either oral or written;
 - b. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
 - c. Any loss or claim arising directly or indirectly from a "Teacher's" activities as an officer, director, employee or volunteer of any organization, profession or activity other than that of the Named Insured;
 - d. Any loss, claim, or obligation based on or arising out of any Securities Act or Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;
 - e. Any loss, claim or obligation arising out of Admiralty Law;
 - f. Any loss or claim arising out of the performance of any dishonest, fraudulent, or criminal act or omission;
 - g. Any loss or claim for or arising out of the infringement of any copyright, trademark, or patent;
 - h. Any loss or claim based on or attributable to any failure or omission on the part of the "Teacher" to effect or maintain insurance;
 - i. The conduct of any business enterprise which is controlled, operated or managed by the "Teacher" in a fiduciary capacity, other than in connection with the normal and usual operations of a Named Insured;
 - j. Any loss or claim resulting from the rendering of or failure to render advice about medical care, diet, health and/or use of medication or drugs.

- k. Any loss or claim brought by one "Teacher" under this coverage against another "Teacher;"
 - l. Any loss or claim resulting from any actual or alleged conduct of a sexual nature;
 - m. Any loss or claim arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any "Teacher;"
 - n. Any loss or claim made by an employer against a "Teacher" who is an employee of such employer;
 - o. Any loss or claim based upon or arising out of discrimination by the "Teacher" on the basis of age, color, race, sex, creed, religion, national origin, or marital status or violation of any civil rights act or the Americans with Disabilities Act;
 - p. Any loss or claim arising out of coercion, criticism, emotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts, or omissions.
- 3. All conditions and definitions applicable to the Commercial General Liability Coverage Form not in conflict with those herein are applicable to this coverage.
 - 4. The following are added to Section V - Definitions:
 - 16. "Teacher" shall mean all teachers, teacher's aides, assistants and any individual presently employed in that capacity.
 - 17. "Wrongful act" means any negligent act or omission, error or mistake, actual or alleged, which arises out of the performance of duties in the capacity of "Teacher."

All other terms and conditions remain the same.