

DECLARATIONS

Renewal of
EPO0000049

EDUCATORS PROFESSIONAL LIABILITY POLICY

Policy Number
EPO0000051

Underwritten by: National Casualty Company

Home Office:

One West Nationwide Boulevard ■ Columbus, Ohio 43215

Administrative Office:

18700 North Hayden Road ■ Scottsdale, Arizona 85255

1-800-423-7675 ■ A Stock Company

ITEM 1. POLICYHOLDER AND MAILING ADDRESS

MISSOURI STATE
TEACHERS ASSOCIATION
P.O. BOX 458
COLUMBIA, MO 65205

GENERAL AGENT NAME AND ADDRESS

RT Specialty, LLC
820 Gessner Road, Suite 1850
Houston, TX 77024-4274

Agent No.: 42511

ITEM 2. POLICY PERIOD

From: 07/01/2023

To: 07/01/2024

366 DAYS

12:01 A.M. Standard Time at the address of the POLICYHOLDER as stated herein.

ITEM 3. LIMITS OF LIABILITY:

Coverage A - Excess Liability Coverage

Active Members:

Per INSURED, per OCCURRENCE:.....\$ 2,000,000

Per INSURED, per Policy Period:.....\$ 3,000,000

Student Teachers:

Per INSURED, per OCCURRENCE:.....\$ 2,000,000

Per INSURED, per Policy Period:.....\$ 3,000,000

Retired Teachers:

Per INSURED, per OCCURRENCE:.....\$ 1,000,000

Per INSURED, per Policy Period:.....\$ 3,000,000

Per OCCURRENCE:.....\$ 3,000,000

Annual Aggerate for all Coverage A CLAIMS:.....\$ 25,000,000

Coverage B - Reimbursement of Attorney Fees

Criminal Action or Proceeding:

Per CLAIM, per INSURED:.....\$ 35,000

Private Instruction:

Per CLAIM, per INSURED:.....\$ 10,000

Per INSURED, per Policy Period:.....\$ 10,000

Annual Aggerate for all Coverage B CLAIMS:.....\$ 1,000,000

Coverage C - Bail Bonds

Per bail bond, per INSURED:.....\$ 5,000

Coverage D - Assault Related Personal Property Damage

Per INSURED:.....\$ 5,000



EDUCATORS PROFESSIONAL LIABILITY POLICY

The Company agrees with the **INSURED** and the **POLICYHOLDER**, named in the Declarations and made a part hereof, in consideration of payment of the premium and in reliance upon the representations made in the application and subject to the limits of liability, exclusions, conditions, and other terms of this policy, as follows:

SECTION I - INSURING AGREEMENTS

Coverage A - Liability Coverage

1. The Company will pay on behalf of the **INSURED** all sums which the **INSURED** shall become obligated to pay by reason of liability imposed by law for monetary damages resulting from any **CLAIM** made against the **INSURED** arising out of an **OCCURRENCE** in the course of the **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** and caused by any acts or omissions of the **INSURED** or any other person for whose acts the **INSURED** is legally liable. The Company shall defend any suit seeking monetary damages which are payable under the terms of the policy, even if such suit be groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any **CLAIM** or suit as it may deem expedient.
2. As respects **Coverage A**, this policy applies only to **OCCURRENCES** (as defined) during the policy period.
3. As respects **Coverage A**, this policy will provide limited coverage for punitive or exemplary damages imposed by law against an **INSURED** arising out of an **OCCURRENCE** in the **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY**.

If suit is brought against an **INSURED** for a **CLAIM** falling within the coverage provided under **Coverage A**, seeking both compensatory and punitive or exemplary damages, and the Company affords a defense to such action, our obligation to pay any costs, interest or damages attributable to punitive or exemplary damages shall be limited to \$5,000 each **CLAIM**.

This each **CLAIM** limit is the limit of the Company's liability for punitive or exemplary damages, provided such amounts are insurable by law in the jurisdiction in which the judgment is awarded.

Punitive damages are not insurable in Missouri.

This limit is part of, and is not in addition to, the limits of liability shown in the Declarations for **Coverage A**.

Coverage B - Reimbursement of Attorney Fees

Criminal Action or Proceeding

The Company will reimburse the **INSURED** for a **CLAIM** for reasonable and necessary attorney fees which the **INSURED** is legally obligated to pay to an attorney, but without obligation to furnish such attorney, incurred in the defense of a criminal action or proceeding against the **INSURED**, including an investigation of the **INSURED** by a law enforcement agency, arising out of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** provided, however, that the **INSURED** pleads not guilty and is either found not guilty or criminal charges are dismissed with prejudice. However, the Company will pay a maximum of \$10,000 for reimbursement of attorney fees without regard to final judgment.

Private Instruction

The Company will reimburse the **INSURED** for reasonable and necessary attorney fees which the **INSURED** is legally obligated to pay to an attorney such **INSURED** incurred in the defense of an action or proceeding brought against the **INSURED** arising from private instruction activities of the **INSURED**, but without obligation to furnish such attorney.

As respects **Coverage B**, this policy applies only to such actions or proceedings resulting from such activities of the **INSURED** which first take place during the policy period.

Coverage C - Bail Bonds

The Company will pay the premium for bail bond(s) required of the **INSURED**, but without obligation to apply for or furnish such bond(s).

As respects **Coverage C**, this policy applies only to any bail bond(s) required of the **INSURED** arising out of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** during the policy period.

Coverage D - Assault Related Personal Property Damage

The Company will pay for damage or destruction of the **INSURED'S** personal property or other people's personal property when being used by, or in the care, custody or control of, an **INSURED**, provided the damage or destruction is caused by an **ASSAULT** upon the **INSURED** on or surrounding school property or while away from school property provided the **INSURED** is on an authorized school activity. This coverage is excess over any valid and collectible insurance available to the **INSURED** including Homeowners and Personal Property Floater policies. This coverage does not apply to damage or destruction of a **VEHICLE** of any kind. This coverage also does not apply to damage or destruction to property leased to, owned by or rented by an **EDUCATIONAL UNIT**.

As respects **Coverage D**, this policy applies only to an **ASSAULT** that takes place during the policy period.

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS

1. Under **Coverage A**, the Company shall have the right and duty to defend any suit against the **INSURED** seeking monetary damages because of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** even if any of the allegations of the suit are groundless, false or fraudulent. The Company shall not be obligated to pay any **CLAIM** or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

The **INSURED**, except at his/ her own cost and for his/ her own account, shall not, without written consent of the Company, make any payment, admit any liability, settle any **CLAIM**, assume any obligation or incur any expense.

The Company shall have the right, but no duty, to appeal any judgment.

2. The Company will pay in addition to the applicable limit of liability for **Coverage A**:
 - a. All expenses incurred by the Company, all costs taxed against the **INSURED** in any suit defended by the Company, and interest only on that part of any judgment which does not exceed the Company's limit of liability, which accrues after the entry of the judgment and before the Company has paid, offered to pay, or deposited in court that part of the judgment that does not exceed the Company's limit of liability;

- b. Premiums on appeal bonds required in any suit defended by the Company and premiums on bonds to release attachments in any such suit, but in no event for an amount in excess of the applicable limit of liability of the policy. The Company shall have no obligation to apply for or furnish any such bond(s);
- c. Expenses incurred by the **INSURED** for first aid to others resulting from an **OCCURRENCE** to which this policy applies; and
- d. Reasonable expenses incurred by the **INSURED** at the Company's request in assisting the Company in the investigation or defense of any **CLAIM** or suit, including actual loss of earnings not to exceed one hundred dollars (\$100) per day.

SECTION III - DEFINITIONS

1. **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** means activities of the **INSURED** in the course and scope of his/ her duties of employment with an **EDUCATIONAL UNIT** or his/ her duties as a student teacher while enrolled in a teacher-education program in a college or university.
2. **ASSAULT** means a physical attack on an **INSURED**. Proof of an **ASSAULT** shall be a report of such **ASSAULT** to the appropriate civil police entity as soon as practicable.
3. As respects **Coverage A**, the term **CLAIM** means an oral or written notice from any party whose intention is to hold an **INSURED** responsible for any acts or omissions of the **INSURED** arising out of an **OCCURRENCE** in the course of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY**.

As respects **Coverage B**, the term **CLAIM** means an oral or written notice from the **INSURED** or the **INSURED'S** attorney requesting reimbursement for attorney fees as result of:

- a. A criminal action or proceeding, including an investigation of the **INSURED** by a law enforcement agency, arising from **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** whether or not charges are actually filed against the **INSURED**; or
 - b. An action or proceeding brought against the **INSURED** arising from private instruction activities of the **INSURED**.
4. **EDUCATIONAL UNIT** means a school district, a college or university, a state department of education, an overseas dependent school operated by the Department of Defense, and/ or any other institution for which the instruction of students is its primary purpose.
 5. **FIREARM(S)** includes, but is not limited to, guns, handguns, revolvers, pistols, rifles, shotguns, semi-automatic weapons or stun guns or similar devices.
 6. **INSURED** means a person who is an active member of the Missouri State Teachers Association, Inc. as set out in Article III, Paragraph A. of its Bylaws.

If this policy is a renewal, the term **INSURED** includes any members covered under the expired policy who reapply within one hundred and twenty (120) days of the inception of this policy.

7. **OCCURRENCE** only applies to **Coverage A**. It means an event which results in monetary damages to someone other than the **INSURED**. An **OCCURRENCE** can involve a single, sudden event or the continuous or repeated exposure to the same conditions. If the latter, the exposure shall constitute a single **OCCURRENCE** and shall be deemed to have occurred as of the most recent exposure to said conditions.
8. **POLICYHOLDER** means the association named in **Item 1.** of the Declarations.

9. VEHICLE means:

- a. Any motor driven device designed for use on or off public roads. This includes, but is not limited to, autos, buses, motorcycles, motor bicycles, dune buggies, snowmobiles and golf carts;
- b. Any trailer or other device being towed by or carried on a **VEHICLE**; and
- c. Any device which travels on fixed rails or crawler treads.

Wheelchairs are not considered **VEHICLES**.

SECTION IV - POLICY PERIOD

All periods of insurance shall begin and end at 12:01 a.m. at the address of the **POLICYHOLDER**, except that the policy period for a new member shall begin at the time and date such member's application or election is received and approved by the association and shall expire on the expiration date specified in the Declarations or, if terminated earlier, such lesser period.

SECTION V - LIMITED WORLDWIDE LIABILITY COVERAGE

This policy shall apply anywhere in the world with respect to an **OCCURRENCE** arising out of the covered activities of any **INSURED** permanently domiciled in the United States of America though temporarily outside the United States of America, its territories or possessions, or Canada. The original suit or **CLAIM**.

SECTION VI - EXCLUSIONS

The Company shall not be obligated to make any payment or defend any lawsuit in connection with any **CLAIM** against the **INSURED** arising from:

1. Criminal acts, except as provided under **Coverage B**;
2. Activities of the **INSURED** in a private business or private professional endeavor, except as provided under **Coverage B**;
3. Activities of the **INSURED** not conducted in his/ her professional capacity;
4. The ownership, maintenance, operation, use, loading or unloading of:
 - a. Watercraft;
 - b. Aircraft; or
 - c. **VEHICLES**, other than farm tractors not operated on public highways.

This exclusion does not apply to:

- (1) An **INSURED** driver training instructor while riding as a passenger in the course of duties as an employee of a school system;
- (2) An **INSURED** vocational education instructor in the course of regular instruction carried on in a shop provided by the school; or
- (3) An **INSURED** while supervising students entering or exiting a school bus;

however, coverage does not apply to items (1), (2) or (3) above when the **INSURED** has any other insurance of any kind whatsoever which affords coverage for such **CLAIMS** and **SECTION VIII - CONDITIONS**, item **C. Other Insurance** does not apply to this exception to Exclusion 4.;

5. Liability assumed by an **INSURED** under any contract or agreement;
6. War, whether or not declared, civil war, insurrection, rebellion, revolution, or any act or condition incidental to any of the foregoing;
7. Any obligation for which the **INSURED** or any carrier may be held liable under Workers' Compensation, Unemployment Compensation, Disability Benefits or similar laws;
8. The rendering, failure to render, teaching or supervising of medical, surgical, dental, nursing, or other similar services, except, however, coverage would apply to:
 - a. First aid and regular nursing services rendered by a school nurse employed for the purpose of rendering such services;
 - b. First aid and regular nursing services rendered by a certified health aide employed for the purpose of rendering such services under the supervision of a school nurse;
 - c. Physical therapy rendered by a licensed physical or occupational therapist employed for the purpose of rendering such services;
 - d. The administration of oral prescription medicine to a student by an **INSURED**, provided the **INSURED** has received advance written authorization for such administration from the parent or guardian of the student;
 - e. Emergency first aid services rendered by an **INSURED** when a school nurse or other medically trained person is not readily available;
 - f. Psychological therapy or treatment rendered by a counselor employed for the purpose of rendering such services;
 - g. Psychological therapy or treatment provided during a practicum or internship required by and supervised by an **EDUCATIONAL UNIT** as part of an advanced or specialized degree program, and provided in a clinical or classroom setting administered by the **EDUCATIONAL UNIT**; or
 - h. Health care services performed by the **INSURED** to students who are disabled within the meaning of the Individuals with Disabilities in Education Act, as amended, or within Section 504 of the Rehabilitation Act of 1973, when the rendering of such health care services is required by the **INSURED'S** employer, provided the parent or guardian of the student has provided advance written approval for the rendering of such services;
9. Liability as respects **CLAIMS** or suits brought by teachers or other employees of any school system against the **INSURED**.

Provided, however, this exclusion will not apply to **CLAIMS** or suits brought:

- a. By teachers or other employees of any school system arising directly out of service by the **INSURED** on professional review committees and in carrying out the directives of such committees;
- b. By or on behalf of another employee of an **EDUCATIONAL UNIT** if the **CLAIM** or suit arises out of an occurrence in the course and scope of the **INSURED'S** duties as a member of a board or commission, established by the **INSURED'S** state government, which has as its purposes the licensure or certification of educators, or the setting of standards for the licensure or certification of educators; or
- c. By or on behalf of a minor or incompetent child of an employee of an **EDUCATIONAL UNIT**, if the **CLAIM** or suit arises out of an **OCCURRENCE** in the course of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY**;

10. An intentional act by, or at the direction of, the **INSURED**, whether or not any resulting damages are intended or foreseeable, except for such damages resulting from corporal punishment of any student by or at the direction of the **INSURED** administered as permitted by the law governing corporal punishment in the jurisdiction where the school is located;
11. Any action for equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking monetary judgment, award or settlement, unless the relief prayed for also seeks damages which are covered under **Coverage A**;
12. Any action for any fees, costs or expenses including, but not limited to, claimant/ plaintiff attorney fees related to equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking a monetary judgment, award or settlement, unless the relief prayed for also seeks damages which are covered under **Coverage A**;
13. Activities of an **INSURED** while acting as a member of any school board or similarly constituted body;
14. Actual or alleged sexual misconduct, regardless of whether such misconduct is alleged to be intentional or negligent. The Company will, however, reimburse reasonable and necessary attorney's fees incurred in the defense of a criminal action or proceeding against the insured arising out of activities of the insured in his/ her professional capacity as a provided under **SECTION I - INSURING AGREEMENTS, Coverage B - Reimbursement of Attorney Fees for Criminal Action or Proceeding**;
15. Any **CLAIMS**, accusations or charges brought against an **INSURED**, and to any obligation or duty of the Company to afford defense for such **CLAIMS**, accusations or charges which are made because of any damages or injury arising out of Human Immune Deficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS);
16. Any **CLAIM** against an **INSURED** by the **POLICYHOLDER** or any parent, affiliate or subsidiary of the **POLICYHOLDER**; or
17. The ownership, possession, maintenance, use (including the loading, reloading or use of ammunition), threatened use, operation or entrustment to others of any **FIREARM(S)** by any **INSURED**; including the negligent hiring or supervision of others by any **INSURED** with respect to the ownership, possession, maintenance, use (including the loading, reloading or use of ammunition), threatened use, operation or entrustment to others of any **FIREARM(S)**.

SECTION VII - LIMITS OF LIABILITY

Regardless of the number of **INSUREDS** under the policy, persons or organizations who sustain damages payable under this policy, and/ or suits brought on account of coverage afforded by the policy, the Company's liability is limited as follows:

Coverage A - Liability Coverage

1. The limit of liability stated in **Item 3.** of the Declarations as the Annual Aggregate for all **Coverage A CLAIMS** is the maximum limit of the Company's liability for all **CLAIMS** under **Coverage A**.
2. Subject to **1.** above, the limit of liability stated in **Item 3.** of the Declarations as the per **OCCURRENCE** limit, is the maximum limit of the Company's liability for all **INSUREDS** arising from any one **OCCURRENCE**.
3. Subject to **1.** and **2.** above:
 - a. The limit of liability stated in **Item 3.** of the Declarations as the per **INSURED**, per **OCCURRENCE** limit is the maximum limit of the Company's liability for any one **INSURED** arising from any one **OCCURRENCE**; and

- b. The limit of liability stated in **Item 3.** of the Declarations as the per **INSURED**, per policy period limit is the maximum limit of the Company's liability to any one **INSURED** for the policy period.

Coverage B - Reimbursement of Attorney Fees

1. The limit of liability stated in **Item 3.** of the Declarations as the Annual Aggregate for all **Coverage B CLAIMS** is the maximum limit of the Company's liability for all attorney fees reimbursable under **Coverage B.**

2. **Criminal Action or Proceeding**

Subject to 1. above, the limit of liability stated in **Item 3.** of the Declarations as the per **CLAIM**, per **INSURED** limit is the maximum limit of the Company's liability for reimbursement for attorney fees to any one **INSURED** incurred in any one **CLAIM** arising from a criminal action or proceeding.

3. **Private Instruction**

Subject to 1. above:

- a. The limit of liability stated in **Item 3.** of the Declarations as the per **CLAIM**, per **INSURED** limit is the maximum limit of the Company's liability for reimbursement for attorney fees to any one **INSURED** incurred in any one **CLAIM** arising from private instruction activities; and
- b. The limit of liability stated in **Item 3.** of the Declarations as the per **INSURED**, per policy period limit is the maximum limit of the Company's liability for reimbursement for attorney fees arising from private instruction activities to any one **INSURED** for the policy period.

Coverage C - Bail Bonds

The limit of liability stated in **Item 3.** of the Declarations as applicable to **Coverage C** is the maximum the Company will pay for any one bail bond for any one **INSURED** required during the policy period.

Coverage D - Assault Related Personal Property Damage

The limit of liability stated in **Item 3.** of the Declarations as applicable to **Coverage D** is the maximum the Company will reimburse any one **INSURED** for property damage incurred during the policy period.

SECTION VIII - CONDITIONS

A. INSURED'S Duties in the Event of Loss, CLAIM or Suit

1. In the event of an **OCCURRENCE**, written notice containing particulars sufficient to identify the **INSURED** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **INSURED** to the Company or any of its authorized agents as soon as practicable.
2. If **CLAIM** is made or suit is brought against the **INSURED**, the **INSURED** shall immediately forward to the Company every demand, notice, summons or other process received by the **INSURED** or the **INSURED'S** representative.
3. The **INSURED** shall cooperate with the Company and, at the Company's request, consent to being examined and questioned by a representative of the Company, under oath if necessary, attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, as well as in the giving of a written statement or statements to the Company representatives and defense counsel. In the event of a **CLAIM** occurring likely to involve the Company hereunder, the **INSURED** shall not make any payment, assume any liability or incur any expense without the consent of the Company first being obtained. The Company shall have full discretion in the handling of any **CLAIM**, and the **INSURED** shall give full information and assistance as the Company shall reasonably require.

B. Action Against Company

No action shall lie against the Company unless, as a condition precedent, the **INSURED** shall have fully complied with all terms of this policy, or until the amount of the **INSURED'S** obligation to pay shall have been finally determined either by judgment against the **INSURED** after actual trial or by written agreement of the **INSURED**, the claimant, and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as codefendant in any action against the **INSURED** to determine the **INSURED'S** liability. Bankruptcy or insolvency of the **INSURED** or the **INSURED'S** estate shall not relieve the Company of any of its obligations hereunder.

C. Other Insurance

This policy is specifically excess if the **INSURED** has other insurance of any kind whatsoever, whether primary or excess, or if the **INSURED** is entitled to defense or indemnification from any other source whatsoever, including by way of example only, such sources as state statutory entitlements or provisions. Other insurance includes, but is not limited to, insurance policies, state pools, and programs of self-insurance, purchased or established by or on behalf of any **EDUCATIONAL UNIT**, to insure against **CLAIMS** arising from activities of the **EDUCATIONAL UNIT** or its employees, regardless of whether or not the policy or program provides primary, excess, umbrella or contingent coverage.

In addition, **Coverage A** is specifically excess over coverage provided by any **EDUCATIONAL UNIT'S** or school board's errors and omissions or general liability policies, purchased by the **INSURED'S** employer or former employers, or self-insurance program or state pools, whether collectible or not, and it is specifically excess over coverage provided by any policy of insurance which purports to be excess to a policy issued to the **INSURED**.

This Condition **C.** is not applicable to **SECTION VI - EXCLUSIONS**, Exclusion **C.**

D. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the **INSURED'S** rights of recovery therefor against any person or organization, and the **INSURED** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **INSURED** shall do nothing after loss to prejudice such rights.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

F. Cancellation or Nonrenewal

This policy may be canceled by the **POLICYHOLDER** by surrendering the policy to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the **POLICYHOLDER** at the address shown in this policy, written notice stating when, not less than forty-five (45) days for nonpayment of premium, or ninety (90) days for any other reason, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **POLICYHOLDER** or by the Company shall be equivalent to mailing.

If this policy shall be canceled by the **POLICYHOLDER**, the Company shall retain the customary short rate proportion of the premium hereon. Payment or tender of any unearned premium by the Company

shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended to be equal to the minimum period or limitation of such law.

In the event of cancellation by either the Company or the **POLICYHOLDER**, and with the consent of the Company, the coverage for individuals for whom premium has been paid will continue until the end of the membership year of each.

If the Company elects not to renew this policy at the end of a policy term, a written notice of nonrenewal stating the reason for such nonrenewal will be mailed via certified mail or delivered to the **POLICYHOLDER** at least ninety (90) days before the expiration date of the policy. A notice may be sent by electronic means if the **POLICYHOLDER** has consented to such method of delivery. The notice will be mailed to the last known address of the **POLICYHOLDER**.

G. Audit

The premium shown in the Declarations is provisional and is based on the number of **INSURED** members at inception.

The **POLICYHOLDER** will maintain a record of the number of **INSURED** members as of the end of each month. These records shall be filed with Myron F. Steves and the Company within forty-five (45) days after the end of the policy period. At the end of the policy period, the number of **INSURED** members as of the end of each quarter will be totaled and divided by four to determine the average number of **INSURED** members for the policy period and the premium will be adjusted accordingly. The final premium is subject to a Minimum Earned Premium of twenty-five percent (25%) of the Deposit Premium.

H. Severability Clause

It is agreed that the application and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. As respects the particulars and statements contained in the application, conditions and the exclusions set forth herein, this policy shall be construed as a separate agreement with each **INSURED**. Nothing in this paragraph shall be construed to increase the Company's maximum liability as set forth in **Item 3.** of the Declarations.

I. Sole Agent

By acceptance of this policy, the **POLICYHOLDER** will act on behalf of all **INSUREDS** with respect to:

1. Exercising the option to purchase an Extended Reporting Period;
2. The giving and receiving of notice of **CLAIM(S)** or cancellation;
3. Accepting any endorsement issued to this policy;
4. Paying premium when due; and
5. Receiving return premium.

Each **INSURED** agrees the **POLICYHOLDER** will act on the **INSURED'S** behalf.

The **POLICYHOLDER** is charged with the responsibility of notifying the Company and all **INSUREDS** of any changes that might affect the insurance provided by this policy.

J. Terms of Policy Conformed to Statutes

Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPO0000051	07/01/2023	MISSOURI STATE TEACHERS ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS ENDORSEMENT

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the "Act"), if the Company is a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the "Association"), the Association will pay claims covered under the Act if the Company becomes insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
 1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or December 31 of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis. If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of insurer will be used to determine net worth.
 2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not:
 - a. Pay an amount in excess of the applicable limit of liability of the policy from which a claim arises;
 - b. Pay for any amount that has been awarded as punitive or exemplary damages; or
 - c. Return to an **insured** any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage the Company will provide under this policy.

All other terms, conditions, limitations and exclusions of this policy remain unchanged.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPO0000051	07/01/2023	MISSOURI STATE TEACHERS ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDATORY ENDORSEMENT

The following is added to **SECTION VIII- CONDITIONS, C. Other Insurance:**

Notwithstanding anything to the contrary, this policy shall apply specifically excess of, and shall not contribute with, any insurance available to the **INSURED** through the Missouri Public Entity Risk Management Fund (MOPERM).

We hereby understand, acknowledge and accept the terms of this endorsement. (Signature is not required if attached at the original inception date of policy.)

SIGNATURE OF PARTNER, OFFICER OR SOLE PROPRIETOR

DATE

TYPE NAME OF PARTNER, OFFICER OR SOLE PROPRIETOR

AUTHORIZED REPRESENTATIVE / DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPO0000051	07/01/2023	MISSOURI STATE TEACHERS ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT BROAD FORM

It is agreed that:

I. This policy does not apply:

A. to loss:

(1) with respect to which an **INSURED** under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon its exhaustion of its limit of liability; or

(2) resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIAL** and with respect to which:

(a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) the **INSURED** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

B. to expenses incurred with respect to loss resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIAL** and arising out of the operation of a **NUCLEAR FACILITY** by any person or organization; or

C. to loss resulting from the **HAZARDOUS PROPERTIES** or **NUCLEAR MATERIAL**, if:

(1) the **NUCLEAR MATERIAL**:

(a) is at any **NUCLEAR FACILITY** owned by, or operated by or on behalf of, an **INSURED**; or

(b) has been discharged or dispersed therefrom;

(2) the **NUCLEAR MATERIAL** is contained in **SPENT FUEL** or **WASTE** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **INSURED**; or

(3) the loss arises out of the furnishing by an **INSURED** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **NUCLEAR FACILITY**.

II. As used in this endorsement:

HAZARDOUS PROPERTIES include radioactive, toxic or explosive properties;

NUCLEAR MATERIAL means **SOURCE MATERIAL**, **SPECIAL NUCLEAR MATERIAL** or **BY-PRODUCT MATERIAL**;

SOURCE MATERIAL, **SPECIAL NUCLEAR MATERIAL** and **BY-PRODUCT MATERIAL** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

National Casualty Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION

The following exclusion is added to **SECTION VI - EXCLUSIONS**:

This policy does not cover any loss, damage, cost, **CLAIM** or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

1. any sums that the insured becomes obligated to pay as damages because of an **OCURRENCE** arising out of, resulting from, caused by or contributed to by any mold, mildew, spores, fungus, wet or dry rot, or their scent or byproducts, or of any materials containing them, at any time. The Company shall have no duty to investigate or defend any **CLAIM** or suit seeking such damages.
2. any loss, cost, or expense, arising out of any:
 - a. request, demand, order, or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of any mold, mildew, spores, fungus, wet or dry rot, or any material containing them; or

- b. **CLAIM** or suit by or on behalf of a governmental authority or any other person or organization 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, any mold, mildew, spores, fungus, wet or dry rot, or any materials containing them.

This exclusion also applies to:

- a. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or
- b. any obligation to share damages with or repay someone else who must pay damages because of such injury or damage, either in equity or in tort; or
- c. the duty to defend or pay sums, which may be owed under the Supplementary Payments provisions of this policy.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPO0000051	07/01/2023	MISSOURI STATE TEACHERS ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

The following Exclusion is added to **SECTION VI - EXCLUSIONS**:

This policy does not provide coverage for any loss, damage, cost, **CLAIM** or expense from or in any way involving, directly or indirectly, asbestos in any form, whether airborne or not, including, but not limited to:

1. inhaling, ingesting, or prolonged physical exposure to asbestos or products containing asbestos;
2. the use of asbestos in construction or manufacturing any good, product or structure;

3. the removal or abatement of asbestos from any good, product or structure; or
4. the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The Company shall have no duty to investigate, defend or indemnify any **CLAIM** or suit seeking such damages.

_____/_____
AUTHORIZED REPRESENTATIVE DATE