



CATHOLIC DIOCESE of CLEVELAND

Master Insurance Program

Liability Coverage

Comprehensive General Liability

The Diocesan Master Insurance Program provides a single limit of liability insurance on an occurrence basis in the amount of **\$1,000,000** for both bodily injury liability and property (*of others*) damage liability. The plan will pay on behalf of the insured all sums which the insured shall become obligated to pay as damages by reason of liability imposed by law or assumed under written contract. The Master Plan shall defend the insured in any suit brought forth against it even if the allegations of the suit are false or groundless.

Coverage applies to all properties owned by the insured and to all operations in which the insured either does now or shall engage in. Beyond the standard insurance coverage provided by most insurance contracts, the master policy provides the following additional coverages:

- Liability for personal injury arising out of libel, slander, false arrest, false imprisonment, detention, wrongful eviction, violation of right of privacy, and malicious prosecution;
- Blanket contractual liability covering liabilities assumed in written or oral contracts;
- All employees, volunteers, and unincorporated volunteer organizations are insured; (NOTE: Independent contractors are *not* employees of the insured and are not covered under the liability coverage of the Diocesan Master Insurance Program.)
- Teacher professional liability, while acting within the scope and duties of their employment;
- Employee benefits liability insurance to cover errors or omissions in giving advice related to group life and health insurance benefits, profit sharing and pension plans, stock subscription plans, workers' compensation and unemployment insurance, and social security coverage;
- Worldwide coverage;
- Host liquor liability;
- Coverage for non-owned watercraft under 51 ft. in length;
- Product liability, including the service of food, is provided for all insured's activities;
- Occurrence form;
- Limits of liability apply per location;
- Advertising liability;
- Employer's liability/Stop gap liability;
- Broad form notice of occurrence;
- Athletic participation liability;

Professional Liability Insurance (Claims Made Basis)

The Master Plan provides **\$1,000,000** combined single limit liability coverage for all sums which the insured may become legally obligated to pay as damages for claims made during the policy period due to injury to which this insurance applies caused by a medical incident or arising out of counseling. Coverage is provided for physicians while acting in their capacity as medical directors in insured nursing homes.

Not covered under the terms and conditions of the professional liability insurance section are the following:

- Hospitals
- Lawyers – with the exception of Staff Attorneys
- Architects

- Engineers
- Accountants
- Medical Doctors
- Dentists
- Psychiatrists
- Chiropractics

Excess Liability Insurance

The Diocesan Master Plan provides an additional limit of liability insurance of **\$85,000,000, (\$10,000,000 for Elder Care facilities)** over the primary general liability, professional liability, and automobile liability insurance coverages.

The Excess limits are combined for all coverages and Insureds and are inclusive of Defense Costs.

Directors and Officers Liability, Including Employment Practices (Claims Made Basis)

Officers, directors, or trustees of a corporation or institution occupy a fiduciary relationship with the corporation or institution and, as such, are liable for their actions while acting in that capacity. Directors and officers liability insurance provides protection for corporate and institutional officers in the event that claims are brought against them because of wrongful acts, allegedly wrongful acts, or omissions made while acting in their capacity as directors and officers.

The Master Plan shall reimburse the insureds for sums which the insureds are legally obligated to pay for a claim made against them for wrongful acts and shall include, but not be limited to, damages, judgments, settlements, and costs. Furthermore, the plan shall pay for all costs of investigation and defense of legal actions, claims, or proceedings and appeals there from.

The limit and retroactive dates under the Plan are as follows:

- \$1,000,000. Each Claim with no deductible for wrongful acts occurring after the date entity first became a participating entity
- \$10,000,000. - 1st Excess Each Claim and Plan Aggregate for wrongful acts occurring after 1/01/2004
- \$25,000,000. - 2nd Excess Each Claim and Plan Aggregate for wrongful acts occurring after 1/28/2015

The Master Plan shall defend Insured persons in suits alleging Wrongful Acts. Defense counsel shall be assigned by the Diocesan Property/Casualty Insurance Claims Department.

It is essential that all entities report the names of any controlled corporations or foundations to the Diocesan Property/Casualty Insurance Claims Department.

Employment Practices claims are subject to a deductible of \$2,500. each loss, applicable to indemnity payments and / or defense costs.

Sexual Misconduct Limited Coverage (Claims Made Basis)

We agree to indemnify insureds for sexual misconduct claims first made against an insured during the benefit period and which arise out of incidents initially occurred after the retroactive date specified, subject to the following special conditions and limitations:

- The coverage provided by this agreement applies only to claims arising out of actual, attempted or alleged sexual misconduct, sexual abuse, or sexual molestation that initially occurred after the retroactive date and then only if the claims are first made during the benefit period.
- This agreement provides coverage only to the Roman Catholic Diocese of Cleveland, Ohio; the entities on file with DISC or their subsidiaries; and any corporation, firm, or other legal entity named, controlled, or represented by the Diocese of Cleveland, Ohio, or by its Bishop, and subsidiaries of those entities. **THIS COVERAGE DOES NOT PROTECT OR INDEMNIFY THE INDIVIDUAL**

ALLEGED TO HAVE ENGAGED IN ANY SEXUAL MISCONDUCT, SEXUAL ABUSE, OR SEXUAL MOLESTATION.

- The benefit limit for this coverage provides payment for actual damages, legal fees, and all other loss adjustment and defense costs. The entity must give notice of such actual, attempted, or alleged sexual misconduct, sexual abuse or sexual molestation to us within thirty (30) days of receipt of such knowledge or this coverage agreement will not apply.
- Retroactive Dates / Benefit Limit:
 1. Sexual Misconduct occurring or alleged to have initially occurred after the first date the entity became a participating entity in the DISC Master Insurance Plan - \$250,000. Annual Plan Aggregate, but for not more than \$50,000 per claim, nor more than \$100,000. in each annual benefit period for any participating entity or its subsidiaries.
 2. Sexual Misconduct occurring or alleged to have **initially occurred after December 31, 2005** or subsequent date entity became a participating entity, provided the participating entity is **enrolled and fully compliant with Virtus standards** - \$500,000. each participating entity for all claims reported during the annual benefit period.
- *Definition:* "Claim(s)" wherever used herein, shall mean any information that may give rise to damages covered under this form, including suit(s) brought in connection wherewith, which the entity becomes aware of and provides written notice of the same to the Diocesan Property/Casualty Insurance Claims Department.

Revised 3/16