



545 Long Wharf Drive, 8th Floor  
New Haven, CT 06511-5950  
Phone 203-946-3700  
www.CIRMA.org

**Proposal For** Town of Wilton and Wilton Board of Education

**Proposal Coverage Period:** 07/01/2023 - 07/01/2024

**Total Premium for All Lines Offered:** \$498,974

**Proposal Valid Until:** June 30, 2023

***LIABILITY COVERAGES PROVIDED:***

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**SECTION A. GENERAL LIABILITY**

<b>Limits of Coverage:</b>	\$1,000,000	Each Occurrence
	\$3,000,000	Combined Aggregate with Coverage Sections B. and C.
<b>Sublimits:</b>		
Fire Damage Liability	\$300,000	
Limited Care Custody & Control	\$500,000	
<b>Deductible:</b>	\$0	

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**SECTION B. PERSONAL INJURY & ADVERTISING INJURY**

<b>Limits of Coverage:</b>	\$1,000,000	Each Offense
	See Sec. A.	Combined Aggregate with Coverage Sections A. and C.
<b>Deductible:</b>	\$0	

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**SECTION C. MEDICAL PAYMENTS**

<b>Limits of Coverage:</b>		
General Liability	\$10,000	Each Person
	See Sec. A.	Combined Aggregate with Coverage Sections A. and B.
<b>Deductible:</b>	\$0	

<b>Limits of Coverage:</b>		
Auto Liability	\$5,000	Each Person
<b>Deductible:</b>	\$0	

Connecticut Interlocal Risk Management Agency

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SECTION D. AUTOMOBILE LIABILITY

<b>Limits of Coverage:</b>	\$1,000,000	Each Occurrence
<b>Deductible:</b>	\$0	

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SECTION E. UNINSURED/UNDERINSURED MOTORIST COVERAGE

<b>Limits of Coverage:</b>	\$50,000	Each Occurrence
<b>Deductible:</b>	\$0	
<b>Coverage Type:</b>	Standard	

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SECTION F. EMPLOYEE BENEFITS LIABILITY (CLAIMS MADE)

<b>Limits of Coverage:</b>	\$1,000,000	Each Claim
	\$1,000,000	Aggregate
<b>Deductible:</b>	\$1,000	
<b>Retroactive Date:</b>	07/01/2003	

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SECTION G. LAW ENFORCEMENT LIABILITY

<b>Limits of Coverage:</b>	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate
<b>Deductible:</b>	\$10,000	Each Wrongful Act

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SECTION H. PUBLIC OFFICIALS LIABILITY (CLAIMS MADE)

<b>Limits of Coverage</b>	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate
<b>Deductible:</b>	\$10,000	Each Wrongful Act
<b>Retroactive Date:</b>	07/01/1987	

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SECTION I. SCHOOL LEADERS LIABILITY (CLAIMS MADE)

<b>Limits of Coverage:</b>	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate
<b>Deductible</b>	\$10,000	Each Wrongful Act
<b>Retroactive Date:</b>	07/01/1987	

## Connecticut Interlocal Risk Management Agency

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#### SECTION J. FOLLOWING FORM EXCESS LIABILITY

**Coverage:**

General Liability (Combined Bodily Injury,  
Property Damage, Personal Injury and Advertising  
Injury)

Automobile Liability

Employee Benefits Liability (claims made)

Law Enforcement Liability

Public Officials Liability (claims made)

School Leaders Liability (claims made)

**Limits of Coverage:**

\$10,000,000 Each Occurrence or Offense and Annual  
Aggregate

\$10,000,000 Each Occurrence

\$10,000,000 Each Claim and Annual Aggregate

\$10,000,000 Each Wrongful Act and Annual Aggregate

\$10,000,000 Each Wrongful Act and Annual Aggregate

\$10,000,000 Each Wrongful Act and Annual Aggregate

**Schedule of Underlying Coverage and limits:**

General Liability (Coverage Section A.)

\$1,000,000 Each Occurrence; Combined Aggregate  
with Coverage Sections B & C

Personal Injury and Advertising Injury (Coverage  
Section B.)

\$1,000,000 Each Offense; Combined Aggregate with  
Coverage Sections A & C

Auto Liability (Coverage Section D.)

\$1,000,000 Each Occurrence

Employee Benefits Liability (Coverage Section F.)

\$1,000,000 Each Claim and Annual Aggregate

Law Enforcement Liability (Coverage Section G.)

\$1,000,000 Each Wrongful Act and Annual Aggregate

Public Officials Liability (Coverage Section H.)

\$1,000,000 Each Wrongful Act and Annual Aggregate

School Leaders Liability (Coverage Section I.)

\$1,000,000 Each Wrongful Act and Annual Aggregate

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**PROPERTY COVERAGES OFFERED:**

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SECTION A. AUTOMOBILE PHYSICAL DAMAGE

<b>Limits of Coverage:</b>	Actual Cash Value unless otherwise indicated by endorsement	
<b>Deductible:</b>		
Comprehensive		\$ 1,000
Collision		\$ 1,000

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SECTION B. PROPERTY COVERAGE

<b>Limits of Coverage:</b>	Blanket Real and Personal Property	\$130,905,639
<b>Deductible:</b>	Accounts Receivable, Valuable Papers, Transit, Fine Arts, Mobile & Contractors' Equipment	\$1,000
	All Other Real and Personal Property	\$10,000
	Flood and Earthquake*	\$50,000
<b>Sublimits:</b>		
	Flood, Per Occurrence and Annual Aggregate	\$10,000,000
	Earthquake, Per Occurrence and Annual Aggregate	\$10,000,000
	Business Interruption	\$1,000,000
	Extra Expense	\$1,000,000
	Rental Income	\$25,000
	Transit	\$50,000
	Leasehold Interest	\$100,000
	Money & Securities – Inside	\$10,000
	Money & Securities – Outside	\$5,000
	Debris Removal	Included
	Demolition	\$1,000,000
	Increased Cost of Construction	\$3,000,000
	Accounts Receivable	\$100,000
	Valuable Papers	\$100,000
	Fine Arts	\$100,000
	Mobile and Contractors' Equipment	\$2,200,000
<b>Additional Coverages:</b>	Newly Acquired Properties	\$1,000,000

\*For properties that are designated by the U.S. Army Corps of Engineers to be in Flood Zone A or V, the flood deductible is \$500,000 as respects each non-residential building; \$500,000 as respects personal property in each non-residential building; \$250,000 as respects each residential building; \$100,000 as respects personal property in each residential building; and \$200,000 per occurrence as respects all other covered property.

# Connecticut Interlocal Risk Management Agency

## Proposal for Town of Wilton and Wilton Board of Education

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### SECTION C. EQUIPMENT BREAKDOWN

<b>Limits of Coverage:</b>	Per Accident on a Comprehensive Basis	\$100,000,000
<b>Deductible:</b>		TBD
<b>Sublimits:</b>		
	Expediting Expenses	Included
	Extra Expense	Included
	Perishable Goods	TBD
	Business Interruption	Included
	Service Interruption	Included
	Rental Value	\$250,000
	Data Restoration	\$250,000
	Hazardous Substances	\$1,000,000
	Green	\$25,000
	Fungus, Wet Rot, Dry Rot and Bacteria	TBD

#### Additional Comments:

1. This proposal is valid until June 30, 2023.
2. It is anticipated that all coverages listed will be purchased; these coverages are not offered on an individual basis.
3. Please note that the Equipment breakdown limits and coverage may be subject to changes and or exclusions.
4. In order to determine coverage for the Habitational Exposure/Rental Properties we will need additional information as outlined separately.

Please read all parts of the enclosed proposal for details regarding coverage offered.



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**Named Insured:** Town of Wilton and Wilton Board of Education  
**Policy Number:** TBD  
**Effective Date:** 07/01/2023

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

### **Common Forms and Endorsements**

<b>Form / End Number</b>	<b>Edition Date</b>	<b>Form / End Title</b>
LAPPROP	07-22	LAP PROPOSAL

### **Auto Forms and Endorsements**

<b>Form / End Number</b>	<b>Edition Date</b>	<b>Form / End Title</b>
AUTOSCHED	07-14	AUTOMOBILE SCHEDULE
AGRDAMT	07-14	AGREED AMOUNT ENDORSEMENT
FDAPD	07-15	FIRE DEPARTMENT ENDORSEMENT-APD

### **Property Forms and Endorsements**

<b>Form / End Number</b>	<b>Edition Date</b>	<b>Form / End Title</b>
PROPSCHED	07-14	PROPERTY SCHEDULE
MANDCSCHED	07-14	MOBILE & CONTRACTORS EQUIPMENT SCHEDULE
MISCPROP	07-15	MISCELLANEOUS PROPERTY SCHEDULE
FDPROPERTY	07-15	FIRE DEPARTMENT ENDORSEMENT-PROPERTY
LAPLIGHTS	07-16	LIGHTS ENDORSEMENT



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### **Liability Forms and Endorsements**

<b>Form / End Number</b>	<b>Edition Date</b>	<b>Form / End Title</b>
EMPLIABQ	07-21	EMPLOYERS LIABILITY
ACCDISC	07-22	ACCESS OR DISCLOSURE EXCL
NONMONPOL	07-22	NON MONETARY-PUBLIC OFFICIALS LIABILITY
NONMONSLL	07-22	NON MONETARY-SCHOOL LEADERS LIABILITY
ROWPOL	07-14	RETURN OF WAGES-PUBLIC OFFICIALS LIAB
ROWSLL	07-14	RETURN OF WAGES-SCHOOL LEADERS LIAB
SXABUEXCL	07-22	SEXUAL ABUSE,HARASSMENT OR MOLEST EXCLUS
LAP POLICY	23-24	LIAB-AUTO-PROP POLICY



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**Date Endorsement Issued:**

**Coverage Section Affected:** VI. A. Automobile Physical Damage Coverage and Conditions

### AGREED AMOUNT ENDORSEMENT

With respect to the vehicles listed below, it is understood and agreed that Section A.2., Limit of Liability, is deleted and the following substituted:

2. Limit of Liability

- a. The limit of the Company's liability for the loss to any one covered "*covered automobile*" shall not exceed the least of the following amounts:
- (1) What it would then cost to repair such "*covered automobile*" or part thereof with another of like kind and quality; or
  - (2) What it would then cost to replace a part or parts of the "*covered automobile*" with a part of like kind and quality, without deduction of depreciation; or
  - (3) What it would then cost to replace such "*covered automobile*" with a new automobile manufactured to similar specifications as the lost or damaged "*covered automobile*", including any enhancements due to changes in technology, safety or equipment standards dictated by governmental authority or a nationally recognized standards organization, subject to the limit stated below as applicable to each "*covered automobile*" listed below, under the coverage afforded for the loss to such "*covered automobile*", provided that with respect to a "*covered automobile*" newly acquired during the "*coverage period*" and not added to this coverage policy by endorsement, the limit of liability shall be deemed as having been replaced by actual cash value.

<u>Description of Vehicle</u>		<u>Vehicle ID#</u>	<u>Deductible Comp/Collision</u>	<u>Limit</u>
2007	Pierce ARROW PUMPER TRUCK	4P1CA01H37A007535	\$1,000/ \$1,000	\$800,000
2004	Pierce AERIAL LADDER TRUCK	4P1CD01H54A004476	\$1,000/ \$1,000	\$1,200,000
2007	Pierce ARROW PUMPER	4P1CA01H57A007536	\$1,000/ \$1,000	\$800,000



<u>Description of Vehicle</u>		<u>Vehicle ID#</u>	<u>Deductible Comp/Collision</u>	<u>Limit</u>
	TRUCK			
2014	Marion MARION GLADIATOR	4S7AW2E92EC078094	\$1,000/ \$1,000	\$800,000
2017	Rosenbauer ROSENBAUER COMMANDER FX PUMPER	54F2CB602HWM11690	\$1,000/ \$1,000	\$800,000



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**Coverage Section Affected:** VI. A. Automobile Physical Damage Coverage and Conditions

### **FIRE DEPARTMENT ENDORSEMENT**

It is understood and agreed that the following is added to Section 1. Coverage Agreement:

f. When one of your volunteer or employee firefighters is:

- (1) Using an auto you don't own and haven't hired or borrowed from others;
- (2) Responding to or returning directly from the site of a fire department emergency; and
- (3) Acting on your behalf in the course of their duties as firefighters;

the "*Company*" will pay up to \$1,000 to reimburse the volunteer or employee firefighter for the deductible that must be paid if the volunteer or employee firefighter's auto is damaged in an accident. However, the "*Company*" won't reimburse any deductible amount from loss or damage to an auto that you own, or hire or borrow from others.

All other terms and conditions remain unchanged.



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**Date Endorsement Issued:**

**Coverage Section Affected:** VI. B. Property Coverage (All Risk)

### **FIRE DEPARTMENT ENDORSEMENT**

It is understood and agreed that the following is added to Section 1. a. Real and Personal Property.

- (8) Personal property of officials, employees and volunteer firefighters while away from the premises of the "*insured*" when the official, employee or volunteer firefighter is fighting a fire on behalf of the "*insured*".

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**Endorsement Effective Date:** 07/01/2023

**Date Endorsement Issued:**

**Coverage Section Affected:** VI. B. 4. Real and Personal Property Excluded

### **COVERAGE CHANGE ENDORSEMENT**

It is understood and agreed that the following change is made to your policy.

**Exclusion 1.** is deleted and replaced with the following:

**Exclusion 1.** Roads, streets, highways or other paved or unpaved surfaces, sign posts and lights, unless situated within the confines of the legal property lines of any lot in which a “*member’s*” buildings, structures, parks, beaches, golf courses, other recreational, or similar open areas are located. However, this exclusion does not apply to traffic control boxes or “*member*” owned street lights and poles, wherever located.

All other terms and conditions remain unchanged.



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**Date Endorsement Issued:**

**Coverage Section Affected:** III. J. Following Form Excess Liability

### **EMPLOYERS LIABILITY ENDORSEMENT**

It is understood and agreed that Section J. FOLLOWING FORM EXCESS LIABILITY applies to Employers Liability. The limit of liability for the Employers Liability is the lesser of \$10,000,000 or the limit of liability shown in Section J of the Declarations Page.

The SCHEDULE OF UNDERLYING COVERAGE is hereby amended to include the following:

Employers Liability

CIRMA Workers' Compensation Policy Number: TBD

Policy Limit: \$1,000,000

All other terms and conditions remain unchanged.



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**Date Endorsement Issued:**

**Coverage Section Affected:** II. D. General Exclusions

**ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION,  
DATA-RELATED LIABILITY, AND RANSOMWARE OR TECHNOLOGY  
EXTORTION**

It is understood and agreed that following change is made to your policy.

**Section II. LIABILITY GENERAL TERMS AND CONDITIONS, D. GENERAL  
EXCLUSIONS** is amended to include the following exclusions:

**1. Access or Disclosure of Confidential or Personal Information, and Data-related Liability**

The coverage provided under this coverage certificate does not apply, under any **COVERAGE SECTION** of **III. LIABILITY COVERAGE SECTIONS**, to damages, loss, costs, expenses, “*claims*”, or “*suits*” arising out of:

- (a) Any access to or disclosure of any person’s or organization’s confidential, privileged, or personal information, including but not limited to, processing methods, resident or population lists, financial information, credit card information, health information, tax information, census information, educational or academic information, student information, patents, trade secrets, customer or vendor lists, or any other type of nonpublic information; or
- (b) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “*electronic data*.”

This exclusion applies even if damages, loss, costs, expenses, “*claims*”, or “*suits*” are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **1.(a)** or **1.(b)** above.

However, unless Paragraph **1.(a)** above applies, this exclusion does not apply to damages because of “*bodily injury*” covered under **COVERAGE SECTION A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY (GENERAL LIABILITY)**.

As used in Paragraph 1. above, “*electronic data*” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

## **2. Ransomware and Technology Extortion**

The coverage provided under this coverage certificate does not apply, under any COVERAGE SECTION of III. LIABILITY COVERAGE SECTIONS, to damages, loss, costs, expenses, “*claims*”, or “*suits*” arising out of ransomware or technology extortion.

All other terms and conditions remain unchanged.



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**Date Endorsement Issued:**

**Coverage Section Affected:** III., H. Public Officials Liability

**NON-MONETARY RELIEF DEFENSE COVERAGE ENDORSEMENT –  
PUBLIC OFFICIALS LIABILITY**

It is understood and agreed that the following is added to section 1.d. of Coverage Section H – Public Officials Liability:

- (5) The “*Company*” shall indemnify you for reasonable attorney fees and other costs of defense for an amount or loss that is subject to the Non-Monetary Relief exclusion. However we won’t pay more than the following limits of coverage:
  - (a) Defense expenses each demand or suit limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all reasonable expenses you incur for the defense of all insureds against any one demand or suit for an amount or loss that is subject to the Non-Monetary Relief exclusion.
  - (b) Defense expenses aggregate limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all expenses you incur for the defense of all insureds against any one demand or suit for an amount or loss that is subject to the Non-Monetary Relief exclusion and are first made or brought in a “*coverage period*”.

We have no duty to defend you against such amount or loss. Nor do we have a duty to pay any damages, pre-judgment interest, post-judgment interest, or other amounts in connection with such demands or suits.

**Limits of Coverage**

<b>Defense expenses each demand or suit limit:</b>	<b>\$10,000</b>
<b>Defense expenses aggregate limit:</b>	<b>\$50,000</b>

All other terms and conditions remain unchanged.





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**Date Endorsement Issued:**

**Coverage Section Affected:** III., I. School Leaders Liability

**NON-MONETARY RELIEF DEFENSE COVERAGE ENDORSEMENT –  
SCHOOL LEADERS LIABILITY**

It is understood and agreed that the following is added to section 1.d. of Coverage Section I – School Leaders Liability:

- (5) The “*Company*” shall indemnify you for reasonable attorney fees and other costs of defense for an amount or loss that is subject to the Non-Monetary Relief exclusion. However we won’t pay more than the following limits of coverage:
  - (a) Defense expenses each demand or suit limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all reasonable expenses you incur for the defense of all insureds against any one demand or suit for an amount or loss that is subject to the Non-Monetary Relief exclusion.
  - (b) Defense expenses aggregate limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all expenses you incur for the defense of all insureds against any one demand or suit for an amount or loss that is subject to the Non-Monetary Relief exclusion and are first made or brought in a “*coverage period*”.

We have no duty to defend you against such amount or loss. Nor do we have a duty to pay any damages, pre-judgment interest, post-judgment interest, or other amounts in connection with such demands or suits.

**Limits of Coverage**

<b>Defense expenses each demand or suit limit:</b>	<b>\$10,000</b>
<b>Defense expenses aggregate limit:</b>	<b>\$50,000</b>

All other terms and conditions remain unchanged.



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**Endorsement Effective Date:** 07/01/2023

**Date Endorsement Issued:**

**Coverage Section Affected:** III. H. Public Officials Liability

### **RETURN OF WAGES ENDORSEMENT – PUBLIC OFFICIALS LIABILITY**

It is understood and agreed that Special Exclusion 14 Return of Wages is deleted.

It is further understood and agreed that the following is added to 3. Limits of Coverage section:

- d. Subject to c. above, the most we will pay for all covered loss resulting from “*claims*” or suits for back wages, overtime or other wage related compensation or from any collective employee bargaining agreements is \$10,000 for each “*claim*” or suit which is otherwise covered under the Coverage Section.
- e. Subject to b. above, the most we will pay for all back wages, overtime or other wage related compensation paid under d. above during the “*coverage period*” is \$50,000.

All other terms and conditions remain unchanged.



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**Date Endorsement Issued:**

**Coverage Section Affected:** III. I. School Leaders Liability

### **RETURN OF WAGES ENDORSEMENT – SCHOOL LEADERS LIABILITY**

It is understood and agreed that Special Exclusion 14 Return of Wages is deleted.

It is further understood and agreed that the following is added to 3. Limits of Coverage section:

- d. Subject to c. above, the most we will pay for all covered loss resulting from “*claims*” or suits for back wages, overtime or other wage related compensation or from any collective employee bargaining agreements is \$10,000 for each “*claim*” or suit which is otherwise covered under the Coverage Section.
- e. Subject to b. above, the most we will pay for all back wages, overtime or other wage related compensation paid under d. above during the “*coverage period*” is \$50,000.

All other terms and conditions remain unchanged.



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**Date Endorsement Issued:**

**Coverage Sections Affected:** II. D. General Exclusions

### **SEXUAL ABUSE, SEXUAL HARASSMENT, OR MOLESTATION ENDORSEMENT**

It is understood and agreed that the following change is made to your policy:

- A. Section II. LIABILITY GENERAL TERMS AND CONDITIONS, D. GENERAL EXCLUSIONS** is amended to include the following exclusion:

#### **Sexual Abuse, Sexual Harassment or Molestation**

This insurance does not apply to:

- (1) “*Bodily Injury*” caused by any “*occurrence*” or “*wrongful act*”;
- (2) “*Personal injury*” caused by any offense; or
- (3) Any “*claim*” by reason of any “*wrongful act*”;

arising out of the actual, alleged or threatened sexual abuse, sexual harassment or molestation of anyone by any person or persons acting in concert, regardless of whether such injury or harm is physical, emotional or psychological in nature.

This exclusion does not apply to **Coverage Section A. Bodily Injury And Property Damage Liability** of the “*coverage form*” with respect to “*bodily injury*” caused by an “*occurrence*” as defined within this endorsement and arising out of the negligent hiring, employment, investigation, supervision, reporting or failing to report, or retention of a person for whom an insured is legally responsible, provided the first actual, alleged or threatened sexual abuse, sexual harassment or molestation “*occurrence*” takes place on or after the inception date of this “*coverage period*” and prior to its expiration.

- B.** Solely with respect to the coverage provided by this endorsement, all resulting “*bodily injury*” will be deemed to have occurred at the time of the first act of actual, alleged or threatened sexual abuse, sexual harassment or molestation committed by the same perpetrator or two or more perpetrators acting in concert for whom the insured is actually or allegedly legally responsible, whether or not such first act occurred during a “*coverage period*” insured by CIRMA or any of its past, present or future affiliated companies, and without regard to the number of:

- (1) Acts of sexual misconduct taking place thereafter,
- (2) Victims of sexual misconduct,
- (3) Locations where the sexual misconduct took place,
- (4) Policy periods over which the acts of sexual misconduct took place, or
- (5) Breaches of any legal obligation or duty to any one or more persons arising out of any sexual misconduct.

Only the policy and corresponding single limit of liability in effect during which the first act of such actual, alleged or threatened sexual abuse, sexual harassment or molestation took place will apply to such single “*occurrence*” regardless of whether or not such first act occurred during a “*coverage period*” insured by CIRMA or any of its past, present or future affiliated companies.

C. We will provide defense of any “*suit*” against an insured if the “*occurrence*” takes place on or after the inception date of this “*coverage period*”, prior to its expiration and within the “*coverage territory*”. Our duty to defend the insured ends when the insured is deemed to have committed, participated in, or directed, any act of sexual abuse, sexual harassment or molestation, whether by admission, a plea of guilty or nolo contendere, or any other civil or criminal adjudication of liability or guilt, whichever of these events occurs first. Under no circumstances will we pay any settlement or judgment against any insured or any other person who is convicted of criminal charges relating to sexual abuse, sexual harassment or molestation.

D. Solely with respect to the coverage provided by this endorsement, the following definition applies:

“*Occurrence*” means an act or acts of sexual abuse, sexual harassment or molestation, including continuous or repeated exposure to substantially the same general harmful conditions, which results in “*bodily injury*”. Regardless of the number of: (1) locations where acts of sexual abuse, sexual harassment or molestation took place, (2) breaches of any legal obligation or duty to any one or more persons arising out of any sexual abuse, sexual harassment or molestation, (3) victims of sexual abuse, sexual harassment or molestation, (4) perpetrators acting in concert, (5) “*coverage periods*” over which the acts of sexual abuse, sexual harassment or molestation take place, or (6) acts of sexual abuse, sexual harassment or molestation, all such “*bodily injury*” shall be deemed to be the result of a single “*occurrence*” during the “*coverage period*” when the first act of sexual abuse, sexual harassment or molestation took place, whether or not such first act occurred during a CIRMA “*coverage period*” and to which a single limit applies.

E. Solely with respect to the coverage provided by this endorsement, the following exclusions apply:

No coverage is provided:

- (1) For any sexual abuse, sexual harassment or molestation “*occurrence*” when any administrator, official, trustee, director, officer, or board member, or any person made responsible in an official capacity to prevent or report sexual abuse, sexual harassment or molestation:
  - (a) Failed to follow any written policy, rule, protocol, or regulation that governs the insured in preventing either the initial sexual abuse, sexual harassment or molestation or a recurrence of the sexual abuse, sexual harassment or molestation; or
  - (b) Failed to report such sexual abuse, sexual harassment or molestation when under a legal duty to do so.
- (2) For any sexual abuse, sexual harassment or molestation where the first act of sexual abuse, sexual harassment or molestation committed by the same perpetrator or two or more perpetrators acting in concert occurred prior to the “*coverage period*” of this policy, even if the sexual abuse, sexual harassment or molestation by such perpetrator or perpetrators continues, resumes or changes during this or subsequent “*coverage period(s)*”.
- (3) For any “*occurrence*” arising out of the employment, or use as a volunteer worker, of a person who had a history of committing sexual abuse, sexual harassment or molestation of which the insured had knowledge:
  - (a) Before or during that person’s employment or use as a volunteer worker; and
  - (b) Before that person committed the sexual abuse, sexual harassment or molestation.
- (4) For any “*bodily injury*” to any employee of the insured arising out of an “*occurrence*”.
- (5) For any “*bodily injury*” arising out of an “*occurrence*” committed at the direction of the insured or that the insured knowingly allowed to happen.

All other terms and conditions remain unchanged.