

This endorsement, which forms a part of and is for attachment to the above-referenced coverage document, takes effect on the effective date of the coverage document unless an effective date is shown below.

COVERAGE FOR PERSON, ENTITY OR ORGANIZATION (COVERED PARTY) UNDER A COVERED CONTRACT

Unless otherwise stated, coverage provided by this endorsement is subject to the terms, conditions, and limitations of this coverage document.

A. Coverage

SECTION II - WHO IS COVERED is amended to include any person, entity, or organization (hereinafter referred to as a **Covered party**) for **Bodily injury, Personal injury, Advertising injury** or **Property damage** covered under this coverage document that occurs during the coverage period but only with respect to a **Covered contract** and only where you have agreed in writing to include the **Covered contract** and **Covered party** for such coverage. Coverage by this endorsement to the **Covered party** is limited to:

1. Liability arising out of a covered **Occurrence** that is caused, in whole or in part by you or on your behalf by your agents or subcontractors; and
2. The extent of coverage and Limits of Liability as stipulated in the **Covered contract**. However, such coverage and limits shall not increase our limits of liability as stated in Section III – LIMITS OF LIABILITY or alter any of the terms of coverage stated in this coverage document. Further, our payment obligation shall not exceed the lesser of:
 - a. The limits of liability stated in SECTION III – LIMITS OF LIABILITY and as shown in the declarations; or
 - b. The limits(s) of coverage stipulated in the **Covered contract** applicable to this coverage document.

The **Covered contract** must be effective and executed prior to a covered **Occurrence**.

B. Exclusions

The following exclusions apply to this endorsement and are in addition to those exclusions stated in this coverage document or as amended by endorsement:

1. This insurance does not apply to **Bodily injury, Personal injury, Advertising injury** or **Property damage** arising out of, resulting from, caused by, or contributed to by:
 - a. The sole negligence by the **Covered party** or anyone else acting on the **Covered party's** behalf.

- b. An **Occurrence** which takes place after the cancellation date of this coverage document or cancellation date of this endorsement, or by termination or ending by either party of the **Covered contract**, whichever occurs first.

C. Limits of Liability Application

Any payment obligation by us under this endorsement involving a **Covered contract** that is a result of a covered **Occurrence** taking place during the coverage period will be subject initially to the **Annual Aggregate Loss Retentions** shown in the Declarations and also subject to the applicable limits of liability set forth in paragraph **A.2 (Coverage)** of this endorsement. Nothing in this endorsement creates any additional, supplemental, or separate limits of liability under this coverage document.

D. Conditions

The following conditions apply to this endorsement and are in addition to those conditions stated in this coverage document or as amended by endorsement.

1. If we cancel this coverage document (including this endorsement) or only cancel this endorsement prior to this coverage document's expiration date and where specifically stipulated in the approved **Covered contract**, we agree to provide the **Covered party** to the **Covered contract** advance written notice of such cancellation based on the number of days specified therein.
2. The coverage provided by this endorsement is primary to, and on a non-contributory basis with, any other available coverage to the **Covered party**.
3. If required by **Covered contract** we will waive any right of recovery or subrogation against the **Covered party**.
4. The **Covered party** must give us prompt written notice of an **Occurrence** involving the **Covered contract** that may result in a claim or **Suit**. Any ensuing claim or **Suit** must include and be brought against both the **Covered party** and us. We will have the right and duty to conduct and control the legal defense for the **Covered party** named in the claim or **Suit**. Our defense of and any payment obligations for a claim or **Suit** will be subject to the terms and conditions set forth in General Liability coverage document or as amended by endorsement.
5. The **Covered party** must cooperate with us during the handling of the potential claim, claim or **Suit** involving a **Covered contract**.
6. You must retain a written copy of the **Covered contract**.

Maureen Biehl

Authorized Representative

6/24/2023

Date

**MICHIGAN CERTIFICATE OF
SPECIFIC/AGGREGATE EXCESS LIABILITY INSURANCE**

**To: Workers' Compensation Agency
Michigan Department of Labor & Economic Growth
P.O. Box 30016
Lansing, Michigan 48909**

**Fax #: 517-322-5944
Email GSI: adams13@michigan.gov
Email ISI: nortonc@michigan.gov**

This certifies that a workers' compensation excess liability insurance policy has been issued to the employers named below and the filing of this certificate is confirmation that the excess liability insurance policy identified below is effective on the date stated, that the policy form is approved for use in Michigan by the Insurance Commissioner and complies with all requirements in the Michigan Workers' Disability Compensation Act of 1969 and Administrative Rule 408.43k. Cancellation or intent to not renew the policy by the insurer or insured must be by courier, certified or registered mail and sent to the Bureau of Workers' Disability Compensation not less than 60 days prior to the cancellation or nonrenewal.

Name of Insured Employers: Grand Valley State University

**Name/Address of Insurer: Midwest Employers Casualty Company
14755 North Outer Forty Drive, Suite 300
Chesterfield, Missouri 63017**

Policy Number: EWC009287 Effective Date: 07/01/2022

TERMS OF COVERAGE

Specific

**Policy Limit: STATUTORY
Retention: \$500,000
Policy Term: 07/01/2022 to 07/01/2024**

Aggregate

**Policy Limit: N/A
Retention Percentage: N/A
Minimum Retention: N/A
Estimated Retention: N/A
Policy Term: 07/01/2022 to 07/01/2024**

Midwest Employers Casualty Company

(Insurer)



(Authorized Signature)

This certificate is subject to the terms, conditions and limitations of the agreement referred to and does not modify or expand the coverage provided by said agreement.

Date certificate issued: 06/29/2022