

MISSISSIPPI ASSOCIATION OF  
SUPERVISORS INSURANCE TRUST

---

# COVERAGE DOCUMENT

**MASIT**  
MAS Insurance Trust

# MASIT

## MAS Insurance Trust


THE MISSISSIPPI ASSOCIATION OF SUPERVISORS INSURANCE TRUST

### DECLARATIONS PAGE

Madison County Board of Supervisors  
P.O. Box 608  
Canton, MS 39046

Contract Number: MAD2017  
Effective Date: 4/1/2017  
Expiration Date: 4/1/2018

	Limits	Deductibles	Annual Contribution
<b>I. Property Pool Limit - per occurrence</b>	<b>\$1,000,000,000</b>	<b>\$10,000</b>	<b>\$97,116</b>
Earthquake - Per Occurrence and Aggregate	\$100,000,000	\$10,000	Included
Earthquake - New Madrid - Per Occurrence and Aggregate	\$50,000,000	\$10,000	Included
Flood - Non-SFHA - Per Occurrence and Aggregate	\$100,000,000	\$10,000	Included
Flood - SFHA - Per Occurrence and Aggregate	\$10,000,000	\$10,000	Included
<b>County Limit - per occurrence</b>			
Electronic Data Processing Equipment	Included	\$10,000	Included
Electronic Data Processing Media	\$2,500,000	\$10,000	Included
Extra Expense	\$2,500,000	\$10,000	Included
Increased Cost of Construction	\$25,000,000	\$10,000	Included
Accounts Receivable	\$2,500,000	\$10,000	Included
Valuable Papers and Records	\$2,500,000	\$10,000	Included
Newly Acquired	\$2,500,000	\$10,000	Included
Mobile Equipment	ACV or RCV	\$2,500	Included
Fine Arts	\$1,000,000	\$10,000	Included
Property in Transit	\$2,500,000	\$10,000	Included
Debris Removal	Greater of \$2,500,000 or 25% of loss	\$10,000	Included
Course of Construction	\$2,500,000	\$10,000	Included
Equipment Breakdown Coverage	\$100,000,000	\$10,000	Included
Miscellaneous Unnamed Locations	\$2,500,000	\$10,000	Included
Errors & Omissions	\$2,500,000	\$10,000	Included
Terrorism Coverage - Certified/Non-Certified	Included	\$10,000	Included
Contingent Business Interruption/Extra Expense	\$100,000	\$10,000	Included
Decontamination Costs	\$500,000	\$10,000	Included
Deferred Payments	\$100,000	\$10,000	Included
Expediting Expense	\$500,000	\$10,000	Included
Extended Period of Indemnity	\$1,000,000	\$10,000	Included
Ingress/Egress	\$2,500,000	\$10,000	Included
Interruption by Civil Authority	\$2,500,000	\$10,000	Included
Landscaping	\$100,000 (\$15,000 any one tree/shrub)	\$10,000	Included
Leasehold Interest	\$2,500,000	\$10,000	Included
Mobile Medical Equipment	\$250,000	\$10,000	Included
Named Storm	\$50,000,000	\$10,000	Included
Professional Fees	\$100,000	\$10,000	Included
Pollutant Cleanup	\$100,000	\$10,000	Included
Service Interruption	\$2,500,000	\$10,000	Included
Tax Treatment of Profits	\$100,000	\$10,000	Included
Temporary Removal	Included	\$10,000	Included
Unmanned Aerial Systems	As Scheduled	\$10,000	Included
Unscheduled Contingent Tax Revenue Interruption	\$100,000	\$10,000	Included
Unscheduled Tunnels, Bridges, Runways, and Dams	\$250,000	\$10,000	Included
Upgrade to Green	up to \$1,000,000	\$10,000	Included
Watercraft	\$1,500,000 (\$250,000 any one)	\$10,000	Included
Wharfs, Piers, Docks, Pilings, and Bulkheads	\$1,000,000 (\$500,000 any one location)	\$10,000	Included
Leased, Borrowed and Rented Equipment	\$250,000	\$2,500	Included
<b>II. Crime</b>			
Employee Dishonesty	\$100,000	\$2,500	Included
Forgery or Alteration	\$100,000	\$2,500	Included
Money and Securities, Inside and outside	\$100,000	\$2,500	Included
Computer Fraud	\$100,000	\$2,500	Included
Social Engineering Fraud	\$100,000	\$25,000	Included

	Limits	Deductibles	Annual Contribution
<b>III. General Liability</b>			
A. Bodily Injury and Property Damage, per occurrence	\$500,000	\$0	\$43,851
per occurrence not subject to Tort Claims Act	\$1,000,000		Included
B. Personal Injury	\$500,000		Included
C. Employee Benefits Injury	\$500,000		Included
Employee Benefits Injury Retroactive Date:	7/1/1993		Included
D. Products/Completed Operations	\$500,000		Included
E. Law Enforcement Liability	Not Covered	Not Covered	Not Covered
Law Enforcement Annual Aggregate	Not Covered		Not Covered
F. Fire Legal Liability	\$500,000		Included
G. Medical Payments per occurrence	\$5,000		Included
Medical Payments Annual Aggregate	\$50,000		Included
H. Sexual Abuse and Molestation (Per Occurrence and Annual Aggregate)	\$1,000,000		Included
<b>IV. Public Officials Errors &amp; Omissions Liability</b>			
Public Officials Errors & Omissions Liability Retroactive Date:	7/1/1993		
A. Wrongful Acts Coverage - Per Claim	\$2,000,000	\$10,000	\$62,288
Annual Aggregate	\$4,000,000		
B. Non Pecuniary Defense Reimbursement			
Per Claim	\$100,000	\$10,000	Included
Annual Aggregate	\$100,000		
<b>V. Automobile Coverage</b>			
A. Each Accident	\$500,000	\$0	\$98,896
B. Each accident not subject to Tort Claims Act	\$1,000,000		Included
C. Garagekeepers Legal Liability	\$75,000	\$1,000	Included
D. Medical Payments	Not Covered		Not Covered
E. Uninsured/Underinsured Motorists	\$500,000		\$4,800
F. Hired Car Physical Damage	\$75,000	\$1,000	Included
G. Vehicle Physical Damage (scheduled vehicles)	Actual Cash Value	\$1,000	\$85,364
<b>VI. Cyber Coverage (Claims Made Coverage)</b>			
	Limits	Deductibles	Annual Contribution
Third Party Liability			
Annual Aggregate	\$1,000,000	\$10,000	\$4,104
First Party Mitigation/Privacy Response Expenses			
Annual Aggregate	\$500,000	\$10,000	Included
Regulatory Proceedings, Penalties and Expenses			
Annual Aggregate	\$250,000	\$10,000	Included
Retrodate	7/1/2014		
<b>Total Contribution: \$</b>			<b>391,619</b>
 <hr/> Authorized Representative			

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**MISSISSIPPI VEHICLE  
COVERAGE CARD**

This coverage document provides at least the minimum amounts of liability coverage required by the Mississippi Tort Claims Act.

MAS Contract Term: 4/1/2017 through 4/1/2018  
 Contract Number: MAD2017  
 Member: Madison County Board of Supervisors  
 Vehicle: All owned or leased units  
 Claims: CCMSI (800)672-1108  
 or email msnewclaims@ccmsi.com

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## COMMON COVERAGE CONDITIONS

Various provisions in this Coverage Document restrict coverage. Read the entire Coverage Document carefully to determine rights, duties and what is or is not covered.

Throughout this Coverage Document, the word Fund refers to the **Mississippi Association of Supervisors Insurance Trust (MASIT)**. Additionally, the words "you" and "your" refer to the **Named Member** shown in the Declarations. The words "we", "us" and "our" refer to the **Fund** providing this coverage.

Words and phrases in **bold** are defined in one or more sections of the Coverage Document.

This Coverage Document is subject to the following conditions.

### **A. CANCELLATION**

This Coverage Document may be terminated by the **Named Member** by giving written notice to no less than ninety (90) days prior to the requested effective date of cancellation. Should the **Named Member** terminate this coverage during any **coverage period** all premium contributions will become 100% earned and no premium contribution will be returned to the **Named Member**.

We may cancel this coverage any time by

- i. Giving ten (10) days notice by certified mail to the **Named Member** if the **Named Member** refuses to make the payment of any premium contribution as provided herein;
- ii. Giving ten (10) days notice by certified mail to the **Named Member** if the **Named Member** fails to cooperate and comply with any reasonable request for information made by the **Fund**;
- iii. Giving thirty (30) days notice by certified mail to the **Named Member** if the **Named Member** fails or refuses to follow loss preventions recommendations made by the **Fund** or its designee;

### **B. CURRENCY**

It is understood and agreed that all amounts used herein are in the currency of the United States of America and that premium contributions and losses are payable in United States currency. In the event of a loss adjustment involving foreign currency, the conversion into the currency of the United States of America will be at the rate of exchange quoted in The Wall Street Journal as of the date of the loss.

### **C. EXAMINATION OF THE MEMBER'S BOOK AND RECORDS**

The **Fund** may examine and audit the **Member's** books and records as they relate to this Coverage Document at any time during the **coverage period** and up to three years afterward.

### **D. IDENTIFICATION OF INTEREST**

If the **Named Member** under this Coverage Document is comprised of more than one legal entity, liability under this Coverage Document will not exceed the amount of loss had all such interests comprised a single legal entity.

### **E. INSPECTIONS AND SURVEYS**

The **Fund** has the right but is not obligated to:

1. Make inspections and surveys at any time;

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2. Give the **member** reports on the conditions found resulting there from; and
3. Recommend changes, including loss prevention recommendations.

Neither the right to make inspections, nor the making thereof, nor any risk analysis, nor any advice or reports resulting therefrom will imply any liability, or constitute an undertaking on behalf of or for the benefit of the **Member**. Any inspections, surveys, reports or recommendations relate only to insurability and the premium contributions to be charged. The **Fund** does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. In addition, the **Fund** does not warrant that the conditions are safe, healthful or in compliance with any law, rule, regulation, code or standard.

This condition applies not only to the **Fund**, but also to any rating, advisory, rate service or similar organization that makes coverage inspections, surveys, reports or recommendations.

**F. KNOWLEDGE OF OCCURRENCE**

It is hereby understood and agreed that knowledge of an **occurrence, accident, claim, loss or damage, or receipt or service of complaint, demand, notice, summons or other legal papers** by the agent, servant or employee of the **member** will not in itself constitute knowledge or receipt by the **member** unless an executive officer or risk manager of the **Named Member** has such knowledge or receives or is served such documents or notice from its agent, servant or employee.

**G. LEGAL ACTION AGAINST THE FUND**

No one may bring a legal action against the **Fund** under this Coverage Document unless:

1. There has been full compliance with all of the terms of this Coverage Document; and
2. The action is brought in the United States of America, in a court having proper jurisdiction, within 2 years after the date on which the direct physical loss or damage occurred.

**H. LIBERALIZATION**

If the **Fund** adopts any revision that would broaden the coverage under this Coverage Document without additional premium, within 45 days prior to or during the **coverage period**, the broadened coverage will immediately apply to this Coverage Document.

**I. CHANGES**

This Coverage Document contains all the agreements between you and us or our agents concerning the coverage afforded. The designated **Fund** representative for the **Named Member** shown in the Declarations is authorized to make changes in the terms of this Coverage Document with our written consent. This Coverage Document's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Document.

**J. PREMIUM CONTRIBUTIONS**

The **Named Member** shown in the Declarations:

1. Is responsible for the payment of all premium contributions; and
2. Will be the payee for any returned premium contributions we pay.

**K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS  
COVERAGE DOCUMENT**

Your rights and duties under this Coverage Document may not be transferred without our written consent except in the case of the dissolution of the **member** organization. If the **member** organization is dissolved, your rights and duties will be transferred to your legal representative but only while acting

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within the scope of duties as your legal representative. Until your legal representative is appointed, any entity having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**L. COVERAGE UNDER TWO OR MORE COVERAGE PARTS**

1. If two or more of this Coverage Document's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage or the highest single Limit of Coverage under such coverages, whichever is less.
2. If any coverage part of this Coverage Document or any coverage part of any coverage document, coverage form or policy issued to you by us or any organization affiliated with us applies to the same **accident, occurrence, offense, wrongful act**, error, omission, **claim** or **suit**, the aggregate maximum Limit of Coverage under all the coverage documents, coverage forms or policies shall not exceed the highest applicable Limit of Coverage under any one coverage document, coverage form or policy. This condition does not apply to any coverage form, policy or coverage document issued by us or an affiliated organization specifically to apply as excess coverage over this Coverage Document or any included coverage part.

**M. DEDUCTIBLE PAYMENTS**

1. Property deductibles will be subtracted from loss payment due arising from a claim of a property loss. The loss shall be fully adjusted before the deductible is applied.
2. Liability deductibles will be billed to the **Named Member**s payments for damages or expenses are made until the deductible amount is exceeded. The **Named Member** will pay the liability deductible due within ninety (90) days of the billing date on the invoice. Failure of the **Named Member** to pay the deductible within ninety (90) days of the billing date may result in cancellation of coverage.

**N. BANKRUPTCY**

Bankruptcy or insolvency of the **member** or of a **member's** estate will not relieve us of our obligations under this Coverage Document.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

- A. You must see to it that we are notified as soon as practicable of an **occurrence** or **offense** which may result in a **claim** under this Coverage Document. This requirement applies only when such **occurrence** or **offense** is known to any of the following:
  1. You;
  2. The coverage/risk manager of any **member**;
  3. Any of your superintendents, assistant superintendents, principals or similar administrators; or
  4. Any **member** of your governing body.

Notice should include:

- a. How, when and where the **occurrence** or **offense** took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the **occurrence** or **offense**.
- B. If a **claim** is made or **suit** is brought against any **member**, you must:
    1. Immediately record the specifics of the **claim** or **suit** and the date received; and
    2. Notify us in writing as soon as practicable.



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- C. You and any other involved **member** must:
1. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the **claim** or **suit**;
  2. Authorize us to obtain records and other information;
  3. Cooperate with us in the investigation, settlement or defense of the **claim** or **suit**. In any country where we may be prevented by law from exercising our right and duty to defend, we will pay all **claim** expenses in investigating and defending the **claim** or **suit**, in addition to the limits of liability under this Coverage Document. We will also promptly reimburse the **member** for our proper share, subject to the limits of liability under this Coverage Document, of any judgments or settlements made with our written consent; and
  4. Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the **member** because of injury or damage to which this Coverage Document may also apply.
- D. No **member** will, except at their own cost, make a payment, assume any obligation, or incur any expense, other than first aid, without our written consent.

**P. REPRESENTATIONS**

By accepting this Coverage Document, you agree:

- A. The statements in the Declarations are accurate and complete;
- B. Those statements are based upon representations you made to us; and
- C. We have issued this Coverage Document in reliance upon your representations.

If unintentionally and in good faith you should fail to disclose all hazards at the inception of your Coverage Document, we shall not deny coverage under this Coverage Document because of such failure.

**Q. SEPARATION OF MEMBERS**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Document to the **Named Member**, this coverage applies:

- A. As if each **member** were the only member; and
- B. Separately to each **member** against whom **claim** is made or **suit** is brought.

**R. WHEN WE DO NOT RENEW**

- A. If we decide not to renew this Coverage Document, we will mail or deliver written notice of non-renewal to the **Named Member** at least 60 days before the end of the **coverage period**.
- B. If notice is mailed, we will mail it to the last mailing address know to us of the **Named Member**. Proof of mailing will be sufficient proof of notice.
- C. If we offer to renew this Coverage Document and the **Named Member** does not accept our offer during the current **coverage period**, this Coverage Document will expire at the end of such **coverage period**.

**S. ARBITRATION**

With respect to liability for bodily injury or property damage assumed by the member under a covered contract, we shall be entitled to exercise all of the **member's** rights in the choice of arbitrators and in the conduct of the arbitration proceeding.

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***T. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO  
US***

If the **member** has rights to recover all or part of any payment we have made under this Coverage Document, those rights are transferred to us. The **member** must do nothing to after a loss to impair such rights. As our request, the **member** will bring **suit** or transfer those rights to us and help us enforce them.

## PROPERTY COVER SECTION I

### 1. TERRITORY

This Policy covers Insured Locations in The United States of America.

### 2. INSURING AGREEMENT

This Policy, subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon, insures against all risks of direct physical loss of or direct physical damage to Insured property, including **Terrorism**, as described herein, provided such loss or damage occurs during the policy period

### 3. INSURED LOCATION

A. The coverages under this Policy apply to an Insured Location unless otherwise provided.

B. An Insured Location is a location:

1. Listed on a schedule on file with the Company;
2. Covered as a Miscellaneous Unnamed Location; or
3. Covered under the terms and conditions of the Automatic Coverage, Errors and Omissions, and/or Property in Course of Construction and Soft Costs.

C. References and Application. The following terms wherever used in this Policy mean:

D. Location:

1. As specified in the Schedule of Locations, except for Miscellaneous Unnamed Locations; or
2. If not so specified or if a Miscellaneous Unnamed Location, a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bound on all sides by public streets, clear land space or open waterways, each not less than a fifty feet wide separation. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of this References and Application.

### 4. LIMITS OF LIABILITY

The Company's maximum Limit of Liability in a single occurrence regardless of the number of Locations or coverages involved will not exceed the following:

**\$1,000,000,000**

The terms and conditions in this document, including the sublimits below, constitute the program as a whole for the Insured. The Company's Limit of Liability is limited to its portion of the program as shown by the limits and layers stated above. The sublimits stated below are a part of, and do not increase, any Limits of Liability of the program. Coverage for the sublimits below is recognized by the Company as being provided by the underlying carriers (if any) and that such coverage can contribute to underlying losses.

When a limit of liability is shown as applying in the Aggregate during Any Policy Year, the Company's maximum limit of liability will not exceed such limit during any policy year regardless of the number of locations and coverages involved.

The following Sublimits apply on a per occurrence basis, unless otherwise stated. Any Sublimit shown as an annual aggregate applies per occurrence and to all losses for that peril/coverage in the aggregate during the policy term.

Any sublimit for Earthquake, Flood, and Named Storm is the maximum amount potentially recoverable for all insured loss, damage, expense or time element loss relating to such an occurrence.

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**SUBLIMITS:**

\$2,500,000	Accounts Receivable
\$1,000,000	Animals Used For Research
\$2,500,000	Automatic Coverage
\$100,000	Claim Preparation Fees and Expenses
\$100,000	Contingent Business Interruption/Contingent Extra Expense
\$2,500,000	Debris Removal (Greater Of 25% Of Loss Or The Limit Shown)
\$500,000	Decontamination Costs
\$100,000	Deferred Payments
\$2,500,000	Demolition & Increased Cost Of Construction
\$100,000,000	Earthquake – Subject To A \$50,000,000 Annual Aggregate for New Madrid
\$2,500,000	EDP Data & Media
\$25,000,000	Equipment Breakdown, Including
\$500,000	Spoilage
\$2,500,000	Service Interruption
INCLUDED	Business Interruption
\$1,000,000	Extra Expense
\$500,000	Expediting Expense
\$1,000,000	Hazardous Substance
\$500,000	Ammonia Contamination
\$1,000,000	Data & Media
\$100,000	CFC Refrigerants
INCLUDED	Computer Equipment
\$2,500,000	Errors and Omissions
\$500,000	Expediting Expense
\$1,000,000	Extended Period Of Indemnity (Lesser Of Actual Loss Sustained For 180 Consecutive Days Or Limit Shown)
\$2,500,000	Extra Expense
\$1,000,000	Fine Arts (Objects Over \$250,000 In Value Must Be Scheduled And Are Sublimited To The Reported Value)
\$100,000,000	Flood - Subject To A \$100,000,000 Annual Aggregate
\$10,000,000	Flood – Subject To A \$10,000,000 Annual Aggregate As Respects Locations Situated Wholly Or Partially Within Special Hazard Zones For Flood
\$2,500,000	Ingress/Egress
\$500,000	Insect, Animal, And Vermin Damage To Vehicles
\$2,500,000	Interruption By Civil Authority
\$100,000	Landscaping, Subject To \$15,000 Any One Shrub Or Tree Caused By Or Resulting From The Following Causes Of Loss: Earthquake, Explosion, Falling Aircraft, Fire Flood Hail, Lightning, Named Storm, Smoke, Tornado, Vehicle Impact, Wind Driven Water, and Windstorm
\$2,500,000	Leasehold Interest
\$2,500,000	Miscellaneous Unnamed Locations
\$250,000	Rented, Borrowed or Leased Equipment
\$50,000,000	Named Storm
\$1,000,000	Patient Evacuation Expense (Only When Actual Loss Occurs At An Insured's Location, or In The Event Of A Mandatory Evacuation Order)
\$2,500,000	Property In Course Of Construction And Soft Costs – Any One Location
\$100,000	Pollutant Cleanup and Removal – Subject To A \$500,000 Annual Aggregate

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\$2,500,000	Service Interruption – Property Damage And Time Element Combined
\$100,000	Tax Treatment of Profits
INCLUDED	Temporary Removal, Except \$1,000,000 For Removal For The Purpose Of Being Repaired Or Serviced
\$2,500,000	Transit - Property Damage And Time Element Combined
\$100,000	Unscheduled Contingent Tax Revenue Interruption
\$250,000	Unscheduled Tunnels, Bridges, Airport Runways, And Dams Unless A Specific Values Has Been Declared (Excluding Coverage For The Peril Of Earthquake, Flood, and Named Storm, Unless Specifically Scheduled)
\$2,500,000	Valuable Papers & Records
\$1,500,000	Watercraft 27 Feet Or Less In Length, Subject To \$250,000 Any One Watercraft
\$1,000,000	Wharves, Piers, Docks, Piling, And Bulkheads, Subject To \$500,000 Any One Location

**TIME LIMITS**

In addition to the time limits shown elsewhere in this Policy, the following apply:

30 Day Period:	Interruption By Civil Authority
30 Day Period:	Ingress/Egress
180 Day Period:	Extended Period Of Indemnity

**5. VALUE REPORTING PROVISIONS**

The Insured has provided the Company 100% replacement cost values by location at inception. No further report of values shall be necessary for existing locations regardless of change; however, all such changes shall be declared at renewal for the purpose of determining renewal premiums.

**6. WAITING PERIOD**

For the purposes of applying service interruption, civil authority and ingress/egress Coverage, the Waiting Period is twenty-four (24) hours.

**7. DEDUCTIBLES**

In each case of loss covered by this Policy, the Company will be liable only if the Insured sustains a loss in a single occurrence greater than the underlying limit or the applicable deductible specified below, and only for its share of that greater amount.

**A. Named storm in Tier 1 Counties**

Subject to a minimum of \$100,000 per occurrence for all Locations and coverages combined as respects losses from a named storm.

Property consisting of vehicles and mobile equipment shall not be subject to the deductible for Named storm in Tier 1 Counties.

As respects buildings or structures situated in a special hazard zone for flood the following deductibles shall apply separately for loss from the peril of Flood, as covered and defined under the National Flood Insurance Program, resulting from a named storm:

1. for all coverages insured against under this policy, the deductible shall be deemed to be the maximum Limit(s) of Insurance which the Insured could have purchased for eligible property under the National Flood Insurance Program, whether purchased or not. Such

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deductibles shall apply and be totaled as if individual policy(ies) for buildings and personal property could have been purchased from the National Flood Insurance Program and shall apply only to those buildings where flood damage or destruction has occurred and for which claim is being sought.

2. for all coverages insured against under this policy at locations not eligible for coverage under the National Flood Insurance Program, or in the event the National Flood Insurance Program is discontinued, the deductible shall be \$ 500,000 per building or structure and \$ 500,000 for contents at each building or structure.

However, these deductibles shall not apply to insured property located outside of an area designated as a special hazard zone for flood nor to ensuing physical loss, or damage or destruction not otherwise excluded herein. Further, the deductibles described under paragraph (1) and (2) above shall apply individually and supersede the "two or more deductible provision" under the Deductible Conditions of the policy.

**B. Flood**

Property consisting of vehicles and mobile equipment shall not be subject to the deductible for Special Hazard Zone Flood in Tier 1 or Tier 2.

As respects buildings or structures wholly or partially situated in Tier 1 or Tier 2 and in a special hazard zone for flood the following deductibles shall apply separately for loss from the peril of Flood, as covered and defined under the National Flood Insurance Program:

1. for all coverages insured against under this policy, the deductible shall be deemed to be the maximum Limit(s) of Insurance which the Insured could have purchased for eligible property under the National Flood Insurance Program, whether purchased or not. Such deductibles shall apply and be totaled as if individual policy(ies) for buildings and personal property could have been purchased from the National Flood Insurance Program and shall apply only to those buildings where flood damage or destruction has occurred and for which claim is being sought.
2. for all coverages insured against under this policy at locations not eligible for coverage under the National Flood Insurance Program, or in the event the National Flood Insurance Program is discontinued, the deductible shall be \$ 500,000 per building or structure and \$ 500,000 for contents at each building or structure.

However, these deductibles shall not apply to insured property located outside of Tier 1 or Tier 2 and in an area designated as a special hazard zone for flood nor to ensuing physical loss, or damage or destruction not otherwise excluded herein. Further, the deductibles described under paragraph (1) and (2) above shall apply individually and supersede the "two or more deductible provision" under the Deductible Conditions of the policy.

For all other Flood losses, the deductible shall be member's standard property deductible.

**C. All Other Perils**

As respects losses from any other peril, the member deductible listed on the declarations page per occurrence for all Locations, and coverages, combined shall apply.

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**Two or More Deductibles**

In the event of any occurrence resulting in loss or damage insured against under this policy for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the occurrence.

However, in any occurrence where loss or damage is caused by more than one peril insured against under this policy, the Insured shall have the right to separate the loss amount by peril for the purposes of application of the deductible(s) specified in this section, notwithstanding the above reference to two or more deductibles.

**References and Application**

The following term(s) wherever used in this policy means:

1. **Named Storm**

Named Storm is defined as all loss or damage occurring during a period of 72 consecutive hours which is caused by or results from a storm or weather disturbance which is named as a Tropical Storm or Hurricane by the National Weather Service or any other recognized meteorological authority. Storm or weather disturbance includes all weather phenomenon associated with or occurring in conjunction with the storm or weather disturbance, including, but not limited to Flood, Storm Surge, wind driven rain, wind, hail, sleet, tornadoes, or lightning.

2. **Special hazard zone for flood**

Special hazard zone for flood is defined as areas in which the insured property is located and which at the time of direct physical loss, damage or destruction has been designated on a Flood Insurance Rate Map published by the Federal Insurance Administration to be a Special Flood Hazard Area.

In areas where the National Flood Insurance Program is not in effect, any area which in the past 100 years has been subjected to flooding where the insured property is located regardless of whether:

- a. the building or structure existed at the time of the flooding; or
- b. any direct physical loss or damage from Flood occurred; or
- c. any flood claim for loss was ever filed

shall also be designated as a special hazard zone for flood.

3. **Federal Insurance Administration**

Federal Insurance Administration (FIA) shall mean the federal entity within FEMA that directly administers the National Flood Insurance Program (NFIP).

4. **Federal Emergency Management Agency**

Federal Emergency Management Agency (FEMA) shall mean the federal agency under which the National Flood Insurance Program is administered.

5. **Flood Insurance Rate Map**

Flood Insurance Rate Map (FIRM) shall mean the official map of a community on which the administrator has designated the special hazards area applicable to the community.

6. **Special Flood Hazard Area**

Special Flood Hazard Area (SFHA) shall mean the areas of a flood insurance rate map which FIRM identifies as Zones A, AO, AH, A1 — A30, AE, A99, AR, AR/A, AR/AE, AR/A1 — A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as Special Flood Hazard Areas as specified above, only those Flood zone maps which were in effect at the time of the flood loss shall apply.

7. **Tier One Counties in Named Storm Designated Wind Areas (States and Applicable Counties/Parishes)**

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- a. Harrison
  - b. Hancock
  - c. Jackson
8. Time Element Value  
Time Element Value shall be the sum of Gross Earnings, Extra Expense, Leasehold Interests, Rental Insurance and Commissions, Profits & Royalties that would have been earned for the Location(s) where the physical loss or damage occurs, had there not been physical loss or damage.

**PROPERTY DAMAGE - SECTION B**

**A. PROPERTY INSURED**

This Policy insures the following property, unless otherwise excluded elsewhere in this Policy, anywhere within the policy territory, to the extent of the interest of the Insured in such property.

- A. Real Property, including buildings, remodeling, installations, and additions under construction at any new or existing location(s), in which the Insured has an insurable interest.
- B. Personal Property:
  - 1. Owned by the Insured, including the Insured's interest as a tenant in improvements and betterments. In the event of physical loss or damage, the Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary;
  - 2. Of officers and employees of the Insured;
  - 3. Of others in the Insured's custody to the extent the Insured is under obligation to keep insured for physical loss or damage insured by this Policy; or
  - 4. Of others that is rented, borrowed and leased and in the insured's custody.

Personal Property is covered anywhere within the Policy Territory.

This Policy also insures the interest of contractors and subcontractors in insured property during construction at an Insured Location to the extent of the Insured's legal liability for insured physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and such interest will not extend to any TIME ELEMENT coverage provided under this Policy.

**B. PROPERTY EXCLUDED**

This Policy excludes:

- 1. Currency, money, precious metal in bullion form, notes, or securities.
- 2. Land, water or any other substance in or on land; except this exclusion does not apply to loss or damage caused by or resulting from: Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind drive water and windstorm for the following items:
  - a. Land improvements consisting of landscaping including trees and shrubs, tunnels, bridges, dams (including earthen dams), piers, docks, pilings, bulkheads, wharves, piping, and retaining walls, but not including any land beneath such property. Landscaping coverage is provided for loss or damage caused by or resulting from: Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water and windstorm.



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- b. Pavements, sidewalks, parking lots, and culverts at an insured Location, but not including roadways, highways, and streets.
  - c. Athletic Fields.
  - d. Water that is contained within any enclosed tank, piping system or any other processing equipment.
3. Animals (except animals held for research), standing timber, or growing crops.
  4. Watercraft greater than 27 feet or aircraft, except when unfueled and manufactured by the Insured; spacecraft or satellites.
  5. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern.
  6. Canals, off shore drilling rigs, or reservoirs.
  7. Property in Transit unless otherwise described in this policy.
  8. Property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers except as provided by the deferred payment coverage of this Policy.
  9. Overhead transmission and distribution lines located more than 1,000 feet from an insured location.
  10. Standing timber, growing crops, sod, grass, or greens and tees at golf courses.

**C. ADDITIONAL COVERAGES**

This Policy includes the following Additional Coverages for physical loss or damage insured by this Policy.

These Additional Coverages:

- Are subject to the applicable limit of liability;
- Will not increase the Policy limit of liability; and
- Are subject to the Policy provisions, including applicable exclusions and deductibles as shown in this Section and elsewhere in this Policy.

**A. ACCOUNTS RECEIVABLE**

This Policy covers any shortage in the collection of Accounts Receivable, resulting from insured physical loss or damage to Accounts Receivable records while anywhere within this Policy's territory, including while in transit. The Company will be liable for the interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as the result of such loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

1. In the event of loss to Accounts Receivable Records, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding Accounts Receivable.
2. The Insured agrees to use any suitable property or service:
3. This Policy covers any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.
4. If it is possible to reconstruct Accounts Receivable records so that no shortage is sustained, the Company will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct such records, and not for any costs covered by any other insurance.
5. Accounts Receivable Exclusions: The following exclusions are in addition to the exclusions clause of this Section:

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- a. Owned or controlled by the Insured; or
  - b. obtainable from other sources;
- in reducing the loss under this Additional Coverage.
6. This additional coverage does not insure against shortage resulting from:
7. The settlement of loss will be made within 90 days from the date of physical loss or damage. All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to the Company up to the amount of loss paid by the Company. All recoveries exceeding the amount paid will belong to the Insured.
- a. Bookkeeping, accounting or billing errors or omissions; or
    - i. Alteration, falsification, manipulation; or
    - ii. Concealment, destruction or disposal;
- of Accounts Receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

**B. ANIMALS USED FOR RESEARCH**

This Policy covers insured physical loss or damage to animals used for research.

As respects ANIMALS USED FOR RESEARCH, the following additional exclusions apply:

This Policy excludes the following unless directly resulting from other physical damage not excluded by this Policy:

- 1. Death, destruction, or injury from natural causes.
- 2. Escape.
- 3. Sickness, disease, infection, infestation or illness.
- 4. Error or omission in processing and/or failure on the part of the Insured to provide nourishment, medicine or sanitary conditions.
- 5. Contamination of animals, food or medicine.

**C. AUTOMATIC COVERAGE (NEWLY ACQUIRED)**

This Policy covers insured property, at any Location rented, leased or purchased by the Insured after the inception date of this Policy and equipment, towers and vehicles within the Policy Territory.

This Additional Coverage does not apply to property insured in whole or in part by any other insurance policy.

This coverage will apply until the Locations are reported and bound by the Company.

**D. BRANDS AND LABELS**

If branded or labeled property insured by this Policy is physically damaged and the Company elects to take all or any part of that property, the Insured may at the Company's expense:

- 1. Stamp "salvage" on the property or its containers; or
- 2. Remove or obliterate the brands or labels;

if doing so will not damage the property. In either event, the Insured must relabel such property or its containers to be in compliance with any applicable law.

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**S. CLAIM PREPARATION FEES AND EXPENSES**

This Policy covers the actual costs incurred by the Insured, of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this Policy for which the Company has accepted liability.

Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them.

**E. CONSEQUENTIAL REDUCTION IN VALUE**

This Policy covers the reduction in value of insured merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage insured by this Policy to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, the Insured will surrender the undamaged parts of such merchandise to the Company.

**F. DEBRIS REMOVAL**

This Policy covers the reasonable and necessary costs incurred to remove debris from an Insured Location that remains as a direct result of physical loss or damage insured by this Policy.

This Additional Coverage does not cover the costs of removal of:

1. Contaminated uninsured property; or
2. The contaminant in or on uninsured property;

whether or not the contamination results from insured physical loss or damage. Contamination includes, but is not limited to, the presence of pollution or hazardous material.

**G. DECONTAMINATION COSTS**

If insured property is contaminated as a direct result of physical damage insured by this Policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.

The Company is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

**H. DEFERRED PAYMENTS**

This Policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Policy for loss:

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1. Pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.
2. From theft or conversion by the buyer of the property after the buyer has taken possession of such property.
3. To the extent the buyer continues payments.
4. Not within the TERRITORY of this Policy.

**I. DEMOLITION AND INCREASED COST OF CONSTRUCTION**

1. This Policy covers the reasonable and necessary costs incurred, described in Item 3) below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures at an Insured Location, provided:
  - a. Such law or ordinance is in force on the date of insured physical loss or damage; and
  - b. Its enforcement is a direct result of such insured physical loss or damage; and
2. This Additional Coverage does not cover any loss due to any law or ordinance with which the Insured should have complied before the loss.
3. This Additional Coverage, as respects the property insured in Item 1) above, covers:
  - a. The cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance; and
  - b. The cost:
    - i. to demolish the physically undamaged portion of such property insured; and
    - ii. to rebuild it with materials and in a manner to satisfy such law or ordinance;
4. to the extent that such costs result when the total demolition of the physically damaged insured property is required to satisfy such law or ordinance.
5. This Additional Coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of pollution or hazardous material.
6. The Company's maximum liability for this Additional Coverage at each Insured Location in any occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured in Item 1 above plus the lesser of:
  - a. The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
  - b. The cost of rebuilding on the same site.

**J. EARTHQUAKE**

This Policy covers physical loss or damage caused by or resulting from Earthquake.

This Additional Coverage does not apply to loss or damage caused by or resulting from flood; rising waters; waves; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom; surface water or sewer back-up resulting from any of the foregoing; all regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

References and Application: The following terms wherever used in this Policy mean:

Earthquake: Any natural or man-made earth movement including, but not limited to earthquake, landslide, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion, or sprinkler leakage resulting from Earthquake will not be considered to be loss by Earthquake within the terms and conditions of this Policy. All Earthquakes within a continuous 168hour

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period will be considered a single Earthquake; the beginning of such period shall be determined by the Insured.

**K. ERRORS AND OMISSIONS**

If physical loss or damage is not payable under this Policy solely due to an error or unintentional omission:

1. In the description of where insured property is physically located;
2. To include any Location:
  - a. Owned, rented or leased by the Insured on the effective date of this Policy; or
  - b. Purchased, rented or leased by the Insured during the term of this Policy; or
3. That results in cancellation of the property insured under this Policy;

This Policy covers such physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.

It is a condition of this Additional Coverage that any error or unintentional omission be reported by the Insured to the Company when discovered and corrected.

**L. EXPEDITING COSTS**

This Policy covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to insured property and to expedite the permanent repair or replacement of such damaged property.

This Additional Coverage does not cover costs:

1. Recoverable elsewhere in this Policy; or
2. Of permanent repair or replacement of damaged property.

**M. FINE ARTS**

This Policy covers physical loss or damage to Fine Arts articles while anywhere within this Policy's TERRITORY, including while in transit.

1. This additional coverage excludes loss or damage if the Fine Arts cannot be replaced with other of like kind and quality, unless it is specifically declared to the Company.
2. FINE ARTS Exclusion: The exclusions in the EXCLUSIONS clause of this Section do not apply to FINE ARTS coverage except for: A.1), A.2), B.1), B.2), B.3)a and B.4). In addition, as respects FINE ARTS, the following exclusions apply:

This Policy does not insure against:

- a. Deterioration, wear and tear, or inherent vice;
  - b. Loss or damage from any repairing, restoration or retouching process.
3. References and Application: The following term wherever used means:

Fine Arts: Paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, securities.

Fine Arts objects over \$250,000 in value must be scheduled and are sublimited to the reported value

**N. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES**

This policy covers the following expenses resulting from a covered loss:

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1. fire brigade charges and any extinguishing expenses which the Insured incurs;
2. loss and disposal of fire extinguishing materials expended.

**O. FLOOD**

This Policy covers physical loss or damage caused by or resulting from Flood.

References and Application: The following terms wherever used in this Policy mean:

The term "flood" shall mean:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - a. Flood, or rising waters, waves, tide, or tidal water;
  - b. the unusual and rapid accumulation or runoff of surface waters from any source; or,
  - c. mudslide or mud flow caused by accumulation of water on or under the ground.
2. the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.

However, physical damage by fire, explosion or sprinkler leakage resulting from Flood is not considered to be loss by Flood within the terms and conditions of this Policy.

Storm Surge means water driven inland from coastal waters by high winds and low atmospheric pressure. Storm Surge shall not be considered Flood.

**P. LAND AND WATER CONTAMINANT OR POLLUTANT CLEANUP, REMOVAL & DISPOSAL**

This Policy covers the reasonable and necessary cost for the cleanup, removal and disposal of contaminants or pollutants from uninsured property consisting of land, including water or any other substance in land, and water on land, at the Insured Location if the release, discharge or dispersal of contaminants or pollutants is a direct result of insured physical loss or damage to insured property.

This Policy does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from such property:

1. At any location insured for personal property only; or
2. At any property insured under automatic coverage, errors and omissions or Miscellaneous Unnamed Locations coverage provided by this Policy; or
3. When the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

Pollution definition shall be any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, virus, mold, spores, vaccines and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Q. MISCELLANEOUS UNNAMED LOCATIONS**

This Policy covers the Insured's interest in covered property within the Policy Territory which is not specifically on file, identified, or scheduled by the Insurer. No coverage is provided under this provision on property while waterborne.

This provision does not cover any property insured or excluded under any other item of this policy.

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**R. MOBILE MEDICAL EQUIPMENT**

This Policy covers physical loss or damage to medical equipment contained in Mobile Medical Care Vans, Ambulances, Mobile MRI, CAT Scan or other similar mobile units owned or operated by the Insured.

**T. PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS**

This Policy covers projects in the course of construction, at scheduled locations and non-scheduled locations, subject to the Sublimit shown in the Limits of Liability Clause of the Declarations section.

This Additional Coverage also covers the necessary Soft Costs incurred by the Insured during the Period of Recovery and directly caused by physical loss or damage of the type insured against to real or personal property of the type covered which is in the course of construction, including those at new sites and non-scheduled locations subject to the "total project value" not to exceed the Sublimit shown in the Limits of Liability Clause of the Declarations section.

This coverage will apply until whichever of the following occurs first:

1. The Location is bound by the Company;
2. The Time Limit shown in the limits of liability clause in the declarations has been reached. The Time Limit begins on the date of rental, lease or purchase.

References and Application: The following terms wherever used in this Policy mean:

The term "Soft Costs" shall mean:

1. Interest expense;
2. General overhead-developer expenses and additional real estate taxes;
3. Legal or professional fees;
4. Marketing expenses and advertising expenses;
5. Debt service payments and insurance premiums;
6. Refinancing charges and bond interest;
7. Founders fees and miscellaneous operating expenses.

**U. PROTECTION AND PRESERVATION OF PROPERTY**

This Policy covers:

1. Reasonable and necessary costs incurred for actions to temporarily protect or preserve insured property, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
2. Reasonable and necessary:
  - a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing the insured property;
  - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
  - c. Costs incurred for the water used for fighting a fire in, on or exposing the insured property.

This Additional Coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

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**V. SERVICE INTERRUPTION PROPERTY DAMAGE**

1. This Policy covers physical loss or damage to insured property at an Insured Location when such physical loss or damage results from the interruption of the specified incoming or outgoing services consisting of electricity, telecommunications, gas, fuel, steam, water, refrigeration or from the lack of incoming or outgoing sewerage service by reason of physical loss or damage of the type insured against to real and personal property of the type covered to the facilities of the supplier of such service located within this Policy's territory, that immediately prevents in whole or in part the delivery of such usable service.
2. This Additional Coverage will apply when the Period of Service Interruption is in excess of the time shown as Waiting Period in the waiting period clause of the declarations Section.
3. Additional General Provisions:
  - d. The Insured will immediately notify the suppliers of services of any interruption of such services.
  - e. The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified services.
4. References and Application: The following term wherever used means:

Period of Interruption: The period starting with the time when an interruption of specific services occurs and ending when with due diligence and dispatch the service could be wholly restored.

**W. TAX TREATMENT OF PROFITS**

This Policy is extended to cover the increased tax liability from an insured loss at an Insured Location if the tax treatment of:

1. The profit portion of a loss payment under this Policy involving finished stock manufactured by the Insured; and /or
2. The profit portion of a time element loss payment under this Policy;

is greater than the tax treatment of profits that would have been incurred had no loss occurred.

**X. TEMPORARY REMOVAL OF PROPERTY**

1. When insured property is removed from an Insured Location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this Policy, this Policy covers such property:
  - a. While at the location to which such property has been moved; and
  - b. For physical loss or damage as provided at the Insured Location from which such property was removed.
2. This Additional Coverage does not apply to property:
  - a. Insured, in whole or in part, elsewhere in this Policy;
  - b. Insured, in whole or in part, by any other insurance policy; or
  - c. Removed for normal storage, processing or preparation for sale or delivery.

**Y. TRANSIT**

1. This Policy covers the following within the territory of this policy, Personal Property, except as excluded by this Policy, while in transit:
  - a. Owned by the Insured within the territory of this policy.
  - b. Shipped to customers under F.O. B., C & F or similar terms. The Insured's contingent interest in such shipments is admitted.



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- c. Of others in the actual or constructive custody of the Insured to the extent of the Insured's interest or legal liability.
  - d. Of others sold by the Insured that the Insured has agreed prior to the loss to insure during course of delivery.
2. This Additional Coverage excludes:
- a. Samples in the custody of salespeople or selling agents.
  - b. Property insured under import or export ocean marine insurance.
  - d. Waterborne shipments, unless:
  - c. Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.
    - i. by inland water; or
    - ii. by coastal shipments.
  - d. Property of others, including the Insured's legal liability for it, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier.
  - e. Any transporting vehicle.
  - f. Property shipped between continents, except by land or air between Europe and Asia.
3. Coverage Attachment and Duration
- a. This additional coverage covers from the time the property leaves the original point of shipment for transit until the property arrives at destination.
  - b. However, coverage on export shipments not insured under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies begins after discharge from overseas vessels or aircraft.
4. This Additional Coverage:
- a. Covers general average and salvage charges on shipments covered while waterborne.
  - b. Insures physical loss or damage caused by or resulting from:
    - i. Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts;
    - ii. Improper parties having gained possession of property through fraud or deceit.
5. The exclusions in the exclusion clause of this Section do not apply to transit coverage except for: A.1) through A.4), B.1) through B.4), C.1), C.3), C.5), C.6), D.1) and D.2).
6. Additional General Provisions
- a. This Additional Coverage will not inure directly or indirectly to the benefit of any carrier or bailee.
  - b. The Insured has permission, without prejudicing this insurance, to accept:
    - i. Ordinary bills of lading used by carriers;
    - ii. Released bills of lading;
    - iii. Undervalued bills of lading; and
    - iv. Shipping or messenger receipts.
  - c. The Insured may waive subrogation against railroads under sidetrack agreements.

Except as otherwise stated, the Insured will not enter into any special agreement with carriers releasing them from their common law or statutory liability.

**Z. VALUABLE PAPERS AND RECORDS & EDP DATA & MEDIA**

This Policy covers physical loss or damage to valuable papers and records & edp data & media while anywhere within this Policy's territory, including while in transit.

- 1. This Additional Coverage excludes loss or damage to:
  - a. Property described below, if such property cannot be replaced with other of like kind and quality, unless specifically declared to the Company;

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- b. Currency, money or securities;
- c. Property held as samples or for sale or for delivery after sale, and
- 2. Valuable papers and records & edp data & media Exclusions: The exclusions in the exclusions clause of this Section do not apply to valuable papers and records & edp data & media coverage except for: A.1) and B.1) to B.4). In addition, as respects valuable papers and records & edp data & media the following exclusions apply:

This Policy does not insure:

- a. Errors or omissions in processing, programming or copying unless physical damage not excluded by this policy results, in which event, this coverage will insure only such resulting damage.
- b. Deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this coverage results, in which event, this coverage will insure only such resulting damage.
- 3. References and Application: The following term wherever used in this Policy means:

**Valuable Papers & Records:** Written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, but not including the monetary value of monies and/or securities.

**Electronic Data Processing Systems:** shall include, but not be limited to, transferring equipment, computer systems, telecommunications systems or electronic control equipment and component parts.

**EDP Data and Media:** All forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.

#### **D. EXCLUSIONS**

The following exclusions apply unless specifically stated elsewhere in this Policy.

**A. This Policy excludes:**

- 1. Indirect or remote loss or damage.
- 2. Interruption of business; except to the extent provided by this Policy.
- 3. Loss of market or loss of use.
- 4. Loss or damage or deterioration arising from any delay.
- 5. Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss.
- 6. Loss from enforcement of any law or ordinance:
  - a. Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
  - b. Requiring the demolition of any property, including the cost in removing its debris; except as provided by the debris removal, decontamination costs and demolition and increased cost of construction coverages of the property damage Section of this Policy.
- 7. Loss from the accumulated effects of smog, smoke, vapor, liquid and dust.

**B. This Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:**

- 1. Nuclear reaction or nuclear radiation or radioactive contamination. However:
  - a. If physical damage by fire or sprinkler leakage results, then only that resulting damage is insured; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.

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- b. This Policy does insure physical damage directly caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured Location, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured Location.
- 2. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
  - i. Government or sovereign power (de jure or de facto);
  - ii. Military, naval or air force; or
  - iii. Agent or authority of any party specified in (i) or (ii) above.
- c. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
- d. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.
- e. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- f. Risks of contraband, or illegal transportation or trade.
- 3. Any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time:
  - a. By an Insured or any proprietor, partner, director, trustee, officer, or employee of an Insured; or
  - b. By any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by an Insured to do anything in connection with property insured under this Policy.
- 4. This Policy does insure acts of direct insured physical damage intentionally caused by an employee of an Insured or any individual specified in b. above, and done without the knowledge of the Insured. In no event does this Policy cover loss by theft by any individual specified in a. or b. above.
- 5. Lack of the following services:
  - a. incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;
  - b. incoming or outgoing sewerage;
  - c. incoming or outgoing telecommunications;
- 6. all when caused by an occurrence off the Insured Location, except as provided in service interruption in the property damage or time element Section of this Policy. But, if the lack of such a service directly causes physical damage insured by this Policy on the Insured Location, then only that resulting damage is insured.
- C. This Policy excludes the following, but, if physical damage not excluded by this Policy results, then only that resulting damage is insured:
  - 1. Faulty workmanship, material, construction or design from any cause.
  - 2. Loss or damage to stock or material attributable to manufacturing or processing operations while such stock or material is being processed, manufactured, tested, or otherwise worked on.
  - 3. Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.
  - 4. Settling, cracking, shrinking, bulging, or expansion of foundations (including any pedestal, pad, platform or other property supporting machinery), floors, pavements, walls, ceilings or roofs.
    - a. Changes of temperature damage (except to machinery or equipment); or
    - b. Changes in relative humidity damage;
  - 5. all whether atmospheric or not.

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6. Insect, animal or vermin damage, except damage to vehicles.
- D. This Policy excludes the following unless directly resulting from other physical damage not excluded by this Policy:
  1. Contamination including but not limited to the presence of pollution or hazardous material; and
  2. Shrinkage, changes in color, flavor, texture or finish.
- E. This Policy excludes the following, but, if physical damage results from a Defined Peril, then only that resulting damage is insured. Defined Peril shall mean: fire, lightning, Earthquake, explosion, falling aircraft, Flood, smoke, vehicle impact, Named Storm, wind driven water, hail, windstorm, and tornado.
  1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to Computer Virus. Computer Virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.
  2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set.
  3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

**TIME ELEMENT - SECTION C**

**1. LOSS INSURED**

- A. This Policy insures time element loss, as provided in the time element coverages, directly resulting from physical loss or damage of the type insured by this Policy:
  1. To property described elsewhere in this Policy and not otherwise excluded by this Policy or otherwise limited in the time element coverages below; and
  2. Used by the Insured, or for which the Insured has contracted use; and
  3. Located at an Insured Location or in the case of personal property within the covered territory; and
  4. While in transit as provided by this policy; and
  5. During the Periods of Liability described in this Section.
- B. This Policy insures time element loss only to the extent it cannot be reduced through:
  1. The use of any property or service owned or controlled by the Insured;
  2. The use of any property or service obtainable from other sources;
  3. Working extra time or overtime; or
  4. The use of inventory;

all whether at an Insured Location or at any other location. The Company reserves the right to take into consideration the combined operating results of all associated, affiliated or subsidiary companies of the Insured in determining the time element loss.

- C. This Policy covers expenses reasonably and necessarily incurred by the Insured to reduce the loss otherwise payable under this Section of this Policy. The amount of such recoverable expenses will not exceed the amount by which the loss has been reduced.
- D. Except as respects leasehold interest, in determining the amount of loss payable, the Company will consider the experience of the business before and after and the probable experience during the period of liability.

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**2. TIME ELEMENT COVERAGES**

**A. GROSS EARNINGS**

**1. Measurement of Loss:**

- a. The recoverable gross earnings loss is the Actual Loss Sustained by the Insured of the following during the period of liability:
  - i. Gross Earnings including ordinary payroll ;
  - ii. Less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services;
  - iii. Plus all other earnings derived from the operation of the business;
- b. In determining the indemnity payable as the Actual Loss Sustained, the Company will consider the continuation of only those normal charges and expenses that would have been earned had no interruption of production or suspension of business operations or services occurred.
- c. There is recovery hereunder only to the extent that the Insured is:
  - i. Wholly or partially prevented from producing goods or continuing business operations or services;
  - ii. Unable to make up lost production within a reasonable period of time, not limited to the period during which production is interrupted;
  - iii. Unable to continue such operations or services during the period of liability; and
  - iv. Able to demonstrate a loss of sales for the services or production prevented.

**2. References and Application: The following term means:**

Gross Earnings, as used in item 1)a.i):

- a. For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or
- b. For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Insured.

Ordinary Payroll, as used in item 1) a. i):

Ordinary Payroll includes the Insured's payroll for all employees except officers, executives, department managers, and employees under contract. It is comprised of, but not limited to, the payroll, benefits paid for the payroll, social security (FICA), union dues paid for the payroll, and workers compensation paid for the payroll.

Any amount recovered under property damage coverage at selling price for loss or damage to merchandise will be considered to have been sold to the Insured's regular customers and will be credited against net sales.

**B. EXTRA EXPENSE**

**1. Measurement of Loss:**

The recoverable extra expense loss will be the reasonable and necessary extra costs incurred by the Insured of the following during the period of liability:

- a. Extra expenses to temporarily continue as nearly normal as practicable the conduct of the Insured's business and
- b. Extra costs of temporarily using property or facilities of the Insured or others; less any value remaining at the end of the period of liability for property obtained in connection with the above.

**2. Extra Expense Exclusions: As respects extra expense, the following are also excluded:**

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- a. Any loss of income.
  - b. Costs that normally would have been incurred in conducting the business during the same period had no physical loss or damage occurred.
  - c. Cost of permanent repair or replacement of property that has been damaged or destroyed.
  - d. Any expense recoverable elsewhere in this Policy.
3. **References and Application:** The following term means:  
Normal: The condition that would have existed had no physical loss or damage occurred.

**C. LEASEHOLD INTEREST**

1. **Measurement of Loss:** The recoverable leasehold interest loss is as follows:
  - a. If the lease agreement requires continuation of rent; and if the property is wholly untenable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenable or unusable, the proportion of the rent payable for the unexpired term of the lease.
  - b. If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law; the Lease Interest for the first three months following the loss; and the Net Lease Interest for the remaining unexpired term of the lease.
2. **References and Application:** The following terms mean:
  - a. **Lease Interest:** The excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Insured's lease.
  - b. **Net Lease Interest:** That sum which placed at 3% interest rate compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).
3. **Leasehold interest Exclusions:** As respects leasehold interest, time element exclusions A, B, and C do not apply and the following applies instead:

This Policy does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from the Insured exercising an option to cancel the lease; or from any act or omission of the Insured that constitutes a default under the lease.

In addition, there is no coverage for the Insured's loss of leasehold interest directly resulting from damage to Personal Property.

**D. RENTAL INSURANCE**

1. **Measurement of Loss:** The recoverable rental insurance loss is the Actual Loss Sustained by the Insured of the following during the period of liability:
  - a. The fair rental value of any portion of the property occupied by the Insured;
  - b. The income reasonably expected from rentals of unoccupied or unrented portions of such property; and
  - c. The rental income from the rented portions of such property according to bona fide leases, contracts or agreements in force at the time of loss; all not to include noncontinuing charges and expenses.
2. **Rental insurance Exclusions:** As respects rental insurance, time element exclusion A does not apply and the following applies instead:

This Policy does not insure any loss of rental income during any period in which the insured property would not have been tenantable for any reason other than an insured loss.

**E. CONTINGENT TAX REVENUE INTERRUPTION (EXCLUDING EARTHQUAKE, NAMED STORM, AND FLOOD)**

This policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue collected by or due the Insured caused by damage, or destruction by a peril not excluded from

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this Policy to property which is not operated by the insured and which wholly or partially prevents the generation of revenue for the account of the insured.

1. In the event of such damage or destruction, the Company shall be liable, with limitations as indicated, if the following conditions a and b are both met:
  - c. The total revenue is reduced to less than 97.5% of the Insured's anticipated revenue had no loss occurred.
  - d. The company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the Insured has reported Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

- e. The amount declared;
- f. The actual loss sustained;
- g. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the insured has not reported Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

- c. The policy sublimit;
- d. The latest values for these items declared by the member making the claim or USD \$100,000 per occurrence if no values have been declared by the member making the claim.

2. Deductible: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregated amount of all such losses 2.50% of the annual revenue value shall be deducted.

### 3. TIME ELEMENT COVERAGE EXTENSIONS

#### A. CONTINGENT BUSINESS INTERRUPTION

This Policy covers the Actual Loss Sustained and extra expense incurred by the Insured during the period of liability:

1. Directly resulting from physical loss or damage of the type insured; and
2. To property of the type insured,

at direct supplier or customer locations located within the territory of this Policy.

The term "supplier or customer" does not include any company supplying to or receiving from the Insured Location, as described elsewhere in this Policy, electricity, fuel, gas, water, steam, refrigeration, sewage or telecommunications.

#### B. EXTENDED PERIOD OF INDEMNITY

The gross earnings and rental insurance coverages are extended to cover the reduction in sales resulting from:

1. The interruption of business as covered by gross earnings:

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2. For such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred; and
3. Commencing with the date on which the liability of the Company for loss resulting from interruption of business would terminate if this Extension had not been included herein.
4. The loss or rental income or rental value as covered by rental insurance.

Extended period of indemnity Exclusions: As respects extended period of indemnity, the time element exclusion for increase in loss due to suspension, lapse of any lease, contract or license or order does not apply.

This policy does not insure against any increase in loss due to fines or damages for breach of contract or for late or noncompletion of orders, or penalties of any nature.

Coverage under this Extension for the reduction in sales due to contract cancellation will be limited to only those sales that would have been earned under the contract during the extended period of indemnity.

Coverage under this extension does not apply for more than the number of consecutive days shown in the limits of liability Clause of the declarations Section.

**C. INGRESS/EGRESS**

This Policy covers the Actual Loss Sustained and Extra Expense incurred by the Insured due to the necessary interruption of the Insured's business due to prevention of ingress to or egress from an Insured Location, provided that such prevention is a direct result of physical damage of the type insured by this Policy, to the kind of property not excluded by this Policy, and which is located within five (5) statute mile of the Insured Location incurring loss.

Ingress/egress Exclusions: As respects ingress/egress, the following exclusions are applicable:

This Policy does not insure loss resulting from:

5. lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and telecommunications.
6. picketing or other action by strikers except for physical damage not excluded by this Policy.

This Policy does not provide coverage under this extension for more than the number of consecutive days shown in the limits of liability clause of the declarations Section.

**D. INTERRUPTION BY CIVIL AUTHORITY**

This Policy covers the Actual Loss Sustained and Extra Expense incurred by the Insured during the Period of Liability, not exceeding thirty (30) consecutive calendar days, when access to covered locations is specifically prohibited by order of civil authority, provided such order is a direct result of actual loss or damage from a peril covered under this Policy to property of the type insured against under this policy which is located within five (5) statute miles of the Insured Location to which access is prohibited.

The Company shall not be liable under this extension for more than shown in the limits of liability Clause of the declarations Section.

All claims under this extension for loss, damage or expense arising out of one "occurrence" shall be adjusted as one loss.



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**E. ON PREMISES SERVICES**

This Policy covers the Actual Loss Sustained by the Insured during the period of liability directly resulting from physical loss or damage of the type insured to the following property located on the Insured's premises:

1. Electrical and telecommunications equipment.
2. Electrical, telecommunications, fuel, gas, water, steam, refrigeration and sewerage transmission lines.

**F. PATIENT EVACUATION EXPENSE**

In the case of actual loss or damage of the type insured against by this policy, or a Mandatory Evacuation Order, this policy will pay the expenses incurred by the Insured for the emergency evacuation of patients from an insured location.

Mandatory Evacuation Order means the first public broadcast of a compulsory evacuation made by the responsible civil authority that is specific as to the effective date, time and area affected and which arises out of a peril for which coverage would have been provided if such peril had caused loss or damage to a scheduled location. The Mandatory Evacuation Order must commence during the policy period. Recommended, advisory, precautionary, or voluntary evacuation is not included in the definition of Mandatory Evacuation Order.

This additional coverage does not apply to any expenses incurred for: scheduled evacuation drills, fire or safety drills, or the evacuation of a patient due to a medical condition. This coverage also includes expenses incurred to return patients to an insured location.

**G. PROTECTION AND PRESERVATION OF PROPERTY – TIME ELEMENT**

This Policy covers the Actual Loss Sustained by the Insured for a period of time not to exceed 24 hours prior to and 24 hours after the Insured first taking reasonable action for the temporary protection and preservation of property insured by this Policy provided such action is necessary to prevent immediately impending physical loss or damage insured by this Policy at such insured property.

This extension is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

**H. RELATED REPORTED VALUES**

If reported TIME ELEMENT values include:

3. Locations used by the Insured (such as branch stores, sales outlets and other plants) but not listed on a schedule under this Policy; and
4. A time element loss would result at such locations,
5. From insured physical loss or damage at an Insured Location;

then this Policy provides coverage for such resulting time element loss in accordance with the coverage applicable at such Insured Location.

**I. RESEARCH AND DEVELOPMENT**

The gross earnings and gross profit coverages are extended to insure the Actual Loss Sustained by the Insured of continuing fixed charges and ordinary payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the period of liability.

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The period of liability for this time element coverage extension will be the period from the time of direct physical loss or damage of the type insured by this Policy to the time when the property could be repaired or replaced and made ready for operations under the same or equivalent physical and operating conditions that existed prior to damage.

**J. SERVICE INTERRUPTION TIME ELEMENT**

6. This Policy covers the Actual Loss Sustained and Extra Expense incurred by the Insured during the Period of Service Interruption at Insured Locations when the loss is caused by the interruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of incoming or outgoing sewerage service by reason of physical loss or damage of the type insured against to real and personal property of the type covered to the facilities of the utility supplier (excluding overhead transmission & distribution lines in excess of 1 mile from a covered location) of such service located within this Policy's territory, that immediately prevents in whole or in part the delivery of such usable services.
7. This extension will apply when the Period of Service Interruption is in excess of the time shown as Waiting Period in the waiting period clause of the declarations Section.
8. Additional General Provisions:
  - a. The Insured will immediately notify the suppliers of services of any interruption of such services.
  - b. The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified services.
9. References and Application: The following term means:

**Period of Service Interruption:**

- c. The period starting with the time when an interruption of specified services occurs; and ending when with due diligence and dispatch the service could be wholly restored and the Location receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the Period of Liability provision of this Section of this Policy.
- d. The Period of Service Interruption is limited to only those hours during which the Insured would or could have used services(s) if it had been available.
- e. The Period of Service Interruption does not extend to include the interruption of operations caused by any reason other than interruption of the specified service(s).

**4. PERIOD OF LIABILITY**

A. The PERIOD OF LIABILITY applying to all TIME ELEMENT COVERAGES, except GROSS PROFIT and LEASEHOLD INTEREST and as shown below, or if otherwise provided under the TIME ELEMENT COVERAGE EXTENSIONS, is as follows:

1. For building and equipment, the period:
  - a. Starting from the time of physical loss or damage of the type insured against; and
  - b. Ending when with due diligence and dispatch the building and equipment could be:
    - i. Repaired or replaced; and

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- ii. Made ready for operations;  
Under the same or equivalent physical and operating conditions that existed prior to the damage.
  - c. Not to be limited by the expiration of this policy.
- 3. For building and equipment under construction:
  - a. The equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
  - b. Due consideration will be given to the actual experience of the business compiled after completion of the construction and startup.
- 4. For stock-in-process and mercantile stock, including finished goods not manufactured by the Insured, the time required with the exercise of due diligence and dispatch:
  - a. To restore stock in process to the same state of manufacture in which it stood at the inception of the interruption of production or suspension of business operations or services; and
  - b. To replace physically damaged mercantile stock.

This item does not apply to rental insurance.
- 5. For raw materials and supplies, the period of time:
  - a. Of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but
  - b. Limited to that period for which the damaged raw material and supplies would have supplied operating needs.
- 6. If water:
  - a. Used for any manufacturing purpose, including but not limited to as a raw material or for power;
  - b. Stored behind dams or in reservoirs; and
  - c. On any Insured Location;

is released as the result of physical damage of the type insured against under this policy to such dam, reservoir or connected equipment, the Company's liability due to inadequate water supply is limited to 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

This item does not apply to rental insurance.
- 7. For physically damaged exposed film, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.  
  

This item does not apply to rental insurance.
- 8. For physically damaged or destroyed data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, the time to recreate or restore including the time for researching or engineering lost information.

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This item does not apply to rental insurance.

9. If an order of civil authority prohibits access to the Insured Location and provided such order is the direct result of physical damage of the type insured against under this Policy at the Insured Location or within 5 statute miles of it, the period of time:
  - a. Starting at the time of physical damage; but
  - b. Not to exceed 30 consecutive days.

B. The PERIOD OF LIABILITY does not include any additional time due to the Insured's inability to resume operations for any reason, including but not limited to:

1. Making changes to equipment.
2. Making changes to the buildings or structures except as provided in the demolition and increased cost of construction provision.
3. Restaffing or retraining employees.

If two or more Periods of Liability apply, such periods will not be cumulative.

#### **5. TIME ELEMENT EXCLUSIONS**

In addition to exclusion elsewhere in this policy, the following exclusions apply to TIME ELEMENT loss:

This policy does not insure against:

A. Any loss during any idle period, including but not limited to when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:

- Physical loss or damage not insured by this Policy on or off of the Insured Location.
- Planned or rescheduled shutdown.
- Strikes or other work stoppage.
- Any other reason other than physical loss or damage insured by this Policy.

B. Any increase in loss due to:

- Suspension, cancellation or lapse of any lease, contract, license or orders;
- Fines or damages for breach of contract or for late or noncompletion of orders;
- For penalties of any nature;
- Any other consequential or remote loss.

C. Any loss resulting from loss or damage to finished goods manufactured by the Insured, nor the time required for their reproduction.

### **LOSS ADJUSTMENT AND SETTLEMENT - SECTION D**

#### **1. LOSS ADJUSTMENT/PAYABLE**

Loss, if any, will be adjusted with and payable to the Named Insured or as may be directed by the Named Insured. Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee in the Certificates of Insurance on file with the Company or named below.

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**2. CURRENCY FOR LOSS PAYMENT**

Losses will be adjusted and paid in the currency of the United States of America, except in Canada where losses will be paid in Canadian currency, unless directed otherwise by the Insured.

**3. VALUATION**

Adjustment of the physical damage loss amount under this Policy will be computed as of the date of loss at the location of the loss, and for no more than the interest of the Insured, subject to the following:

**A. ON STOCK IN PROCESS, THE VALUE OF RAW MATERIALS AND LABOR EXPENDED PLUS THE PROPER PROPORTION OF OVERHEAD CHARGES.**

**B. ON FINISHED GOODS MANUFACTURED BY THE INSURED, THE REGULAR CASH SELLING PRICE AT THE LOCATION WHERE THE LOSS HAPPENS, LESS ALL DISCOUNTS AND CHARGES TO WHICH THE FINISHED GOODS WOULD HAVE BEEN SUBJECT HAD NO LOSS HAPPENED.**

**C. ON RAW MATERIALS, SUPPLIES AND OTHER MERCHANDISE NOT MANUFACTURED BY THE INSURED:**

1. If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or
2. If not repaired or replaced, the actual cash value

**D. ON PROPERTY COVERED UNDER DEFERRED PAYMENTS, THE LESSER OF THE:**

1. Total amount of unpaid installments less finance charges;
2. Actual cash value of the property at the time of loss; or
3. Cost to repair or replace with material of like size, kind and quality.

**E. ON FINE ARTS ARTICLES, THE LESSER OF:**

1. The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
2. Cost to replace the article; or
3. The value, if any, stated on a schedule on file with the Company.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Company will be liable for the lesser of the full value of such pair or set or the amount designated on the schedule. The Insured agrees to surrender the pair or set to the Company.

**F. ON VALUABLE PAPERS AND RECORDS & EDP DATA & MEDIA:**

On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

1. The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer;
2. If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

**G. ON ALL OTHER VALUABLE PAPERS AND RECORDS & EDP DATA & MEDIA, THE LESSER OF THE FOLLOWING:**

1. The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
2. The cost to replace the item; or
3. The amount designated for the item on the Schedule on file with the Company.

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**H. ON CONTRACTORS' EQUIPMENT, MOBILE EQUIPMENT, WATERCRAFT, MOBILE MEDICAL EQUIPMENT, AND VEHICLES:**

- 1) The cost to repair or replace the property with new equipment or **Vehicles** of like kind and quality at the time of loss, if less than or equal to two years of age.
- 2) When replacement cost (new) is declared for contractors equipment and/or **Mobile Equipment** and/or watercraft and/or emergency vehicles (limited to ambulances, Fire Trucks and Mobile Command Centers) on the latest statement of values, loss or damage shall be based on the lesser of the following at the time of loss regardless of age:
  - a. The cost to repair;
  - b. The cost to replace the property with new equipment and/or **Vehicles(s)** of like kind and quality;
  - c. The **Actual Cash Value** if not repaired, replaced within two years from the date of loss.
- 3) The lesser of the **Actual Cash Value** at the time of loss or the cost to repair if greater than two years in age.
- 4) If not repaired or replaced, the **Actual Cash Value**.

**I. ON HISTORICAL PROPERTY, VALUATION WILL BE BASED UPON THE FOLLOWING REQUIREMENTS:**

1. The Named Insured shall provide written notice to the Company, which specifically identifies where the property is located, when it was built, its total square footage with an attached appraisal based upon reproduction value that was conducted within five (5) years of the Effective Date of this Policy.
2. At the time of loss, the basis of valuation for historical property, when the Named Insured has not complied, will be replacement cost as defined in K. below. Where the Named Insured has complied with the requirements, the basis of valuation will be Reproduction Cost, if not replaced, at actual cash value. "Reproduction Cost" is defined as the cost to repair, rebuild or replace with material of like, kind and quality compatible to those originally used, including the cost of skilled labor and/or authentic materials necessary to restore the Property as nearly as possible to its original condition.

**J. ON PROPERTY IN TRANSIT:**

1. Property shipped to or for the account of the Insured will be valued at actual invoice to the Insured. Included in the value are accrued costs and charges legally due. Charges may include the Insured's commission as selling agent.
2. Property sold by the Insured and shipped to or for the purchaser's account will be valued at the Insured's selling invoice amount. Prepaid or advanced freight costs are included.
3. Property not under invoice will be valued:
  - a. For property of the Insured, at the valuation provisions of this Policy applying at the location from which the property is being transported; or
  - b. For other property, at the actual cash market value at the destination point on the date of occurrence; less any charges saved which would have become due and payable upon arrival at destination.

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**K. ON VACANT OR UNOCCUPIED PROPERTY:**

1. For the purposes of this section, a building is vacant or unoccupied if less than 10% of its total square footage is used by the Insured to conduct customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered vacant or unoccupied. Buildings with the same security and fire protection that existed prior to being vacant or unoccupied shall not be considered vacant or unoccupied. Buildings that are normally vacant during parts of the year shall not be considered vacant or unoccupied.
2. If the building or leased premises has been vacant or unoccupied for a period of more than 90 consecutive days before the loss or damage occurs, the Company will not pay for any loss or damage caused by any of the following:
  - a. Vandalism
  - b. Sprinkler leakage
  - c. Building glass breakage
  - d. Water damage
  - e. Theft, or attempted theft
3. With respect to direct physical loss or damage, other than from causes listed in 2) a. through 2) e. above, and not otherwise excluded by this policy, the Company will reduce the amount the Company would otherwise pay for the loss or damage by 15%.

**L. ON ALL OTHER PROPERTY, THE LOSS AMOUNT WILL NOT EXCEED THE LESSER OF THE FOLLOWING:**

1. The cost to repair;
2. The cost to rebuild or replace on the same site with new materials of like size, kind and quality;
3. The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;
4. The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;
5. The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
6. The increased cost of demolition, if any, resulting from loss covered by this Policy, if such property is scheduled for demolition;
7. The unamortized value of improvements and betterments, if such property is not repaired or replaced at the Insured's expense; or
8. The actual cash value if such property is:
  - a. Useless to the Insured; or
  - b. Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.

The Insured may elect not to repair or replace the insured real and/or personal property lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two years from the date of loss. As a condition of collecting under this item, such expenditure must be unplanned as of the date of loss and be made at an Insured Location under this Policy. This item does not extend to DEMOLITION AND INCREASED COST OF CONSTRUCTION.

References and Application. The following term(s) wherever used in this Policy means:

**Actual Cash Value:** The amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

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**4. LOSS CONDITIONS**

**A. REQUIREMENTS IN CASE OF LOSS**

The Insured will:

1. Give written notice to the Company of any loss as soon as practicable.
2. Protect the property from further loss or damage.
3. Promptly separate the damaged and undamaged property; put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, actual cash value, replacement value and amount of loss claimed.
4. Give a signed and sworn proof of loss to the Company within 90 days after the loss, unless that time is extended in writing by the Company. The proof of loss must state the knowledge and belief of the Insured as to:
  - a. The time and origin of the loss;
  - b. The Insured's interest and that of all others in the property;
  - c. The actual cash value and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the property;
  - d. Any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Policy; and
  - e. By whom and for what purpose any location insured by this Policy was occupied on the date of loss, and whether or not it then stood on leased ground.
4. Include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged.
5. Further, the Insured will as often as may be reasonably required:
  - a. Exhibit to any person designated by the Company all that remains of any property;
  - b. Submit to examinations under oath by any person designated by the Company and sign the written records of examinations; and
  - c. Produce for examination at the request of the Company:
    - i. All books of accounts, business records, bills, invoices and other vouchers; or
    - ii. Certified copies if originals are lost;at such reasonable times and places that may be designated by the Company or its representative and permit extracts and machine copies to be made.

**B. COMPANY OPTION**

The Company has the option to take all or any part of damaged property at the agreed or appraised value. The Company must give notice to the Insured of its intention to do so within 30 days after receipt of proof of loss.

**C. ABANDONMENT**

There may be no abandonment of any property to the Company.

**D. SUBROGATION**

The Insured is required to cooperate in any subrogation proceedings. The Company may require from the Insured an assignment or other transfer of all rights of recovery against any party for loss to the extent of the Company's payment.

The Company will not acquire any rights of recovery that the Insured has expressly waived prior to a loss in writing, nor will such waiver affect the Insured's rights under this Policy.



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Any recovery from subrogation proceedings, less costs incurred by the Company in such proceedings, will be payable to the Insured in the proportion that the amount of:

1. Any applicable deductible; and/or
2. Any provable uninsured loss;

bears to the entire provable loss amount.

**E. APPRAISAL**

The appraisal process is available to determine the value of a covered loss, but is not available to determine whether a loss is covered. If the Insured and the Company fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser, but only after:

1. The Insured has fully complied with all provisions of this Policy, including REQUIREMENTS IN CASE OF LOSS; and
2. The Company has received a signed and sworn proof of loss from the Insured.

Each will notify the other of the appraiser selected within 30 days of such demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days the Insured and the Company shall jointly move to have an umpire selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item, and shall state separately the actual cash value and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for TIME ELEMENT loss, the amount of loss for each TIME ELEMENT coverage of this Policy.

If the appraisers fail to agree, they will submit their differences to the umpire. The Umpire shall review the appraisals prepared by the appraisers selected by the Member and the Pool and shall inspect the property prior to preparing his appraisal. The appraisers for the Member and the Pool shall be afforded the opportunity to attend the Umpire's inspection of the property and provide sufficient input to allow the Umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the Umpire shall identify each item of physical loss or damage and shall appraise the amount of the loss for each item. The Umpire's appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item, and shall state separately the actual cash value and replacement cost value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the coverage document, and may be reduced by the application of a deductible called for by the coverage document.

The Insured and the Company will each:

1. Pay its chosen appraiser; and
2. Bear equally the other expenses of the appraisal and umpire.

A demand for APPRAISAL shall not relieve the Insured of its continuing obligation to comply with the terms and conditions of this Policy, including as provided under REQUIREMENTS IN CASE OF LOSS.

The Company will not be held to have waived any of its rights by any act relating to appraisal.

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**F. SUIT AGAINST THE COMPANY**

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following adjudication procedures are satisfied:

1. As a condition precedent to filing suit, the Insured has fully complied with all the provisions of this Policy, including providing Proof of Loss;
2. As a condition precedent to filing suit, the Insured must attend at least a one-day mediation before a mutually agreeable mediator, unless this provision is waived by both Insured and the Company;
3. Any suit against the Company arising from a claim or loss must be filed within 12 months of the date the Company takes its final action with respect to the claim or loss.

If under the insurance laws of the jurisdiction in which the property is located, such 12 months' limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

**5. SETTLEMENT OF CLAIMS**

The amount of loss, except for ACCOUNTS RECEIVABLE coverage, for which the Company may be liable will be paid within 30 days after:

**A. PROOF OF LOSS AS DESCRIBED IN THIS POLICY IS RECEIVED BY THE COMPANY; AND**

**B. WHEN A RESOLUTION OF THE AMOUNT OF LOSS IS MADE EITHER BY:**

1. Written agreement between the Insured and the Company; or
2. The filing with the Company of an award as provided in the APPRAISAL provisions of this Section.

**6. COLLECTION FROM OTHERS**

The Company will not be liable for any loss to the extent that the Insured has collected such loss from others.

**7. PARTIAL PAYMENT OF LOSS SETTLEMENT**

In the event of a loss occurring which has been ascertained to be insured loss or damage under this Policy and determined by the Company's representatives to be in excess of the applicable Policy deductible, the Company will advance mutually agreed upon partial payment(s) on the insured loss or damage, subject to the Policy's provisions. To obtain said partial payments, the Insured will submit a signed and sworn Proof of Loss as described in this Policy, with adequate supporting documentation.

**8. JURISDICTION**

This Policy will be governed by United States of America Law. Any disputes arising hereunder will be exclusively subject to United States of America jurisdiction.

**9. STEP DOWN/DROP DOWN/PRIORITY OF PAYMENTS (AS APPLICABLE)**

**A. PRIMARY**

Any recoveries made under this policy shall first apply to loss or damage not insured against by the excess policy(ies). Upon exhaustion of this policy's limit, the excess policy(ies) shall step down and be liable for loss in the excess of the amount attributed to this policy as respects loss or damage insured thereunder subject to the excess policy(ies) limits.

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**B. EXCESS**

The amount of loss from any one occurrence, for which this policy is excess, shall be determined by combining the loss, damage or expense as insured under the primary policy.

In the event of loss or damage involving more than one coverage or peril, the Limits of Liability of the underlying or primary policies shall first apply to the coverage(s) or peril(s) not insured by this policy, and the remainder, if any, to the coverage(s) or peril(s) as provided hereunder. Upon erosion or exhaustion of the Limits of Liability of underlying policy(ies), this policy shall then be liable for the loss uncollected from the coverage(s) or peril(s) insured hereunder, subject to the Limit of Liability specified herein.

In the event of reduction or exhaustion of the aggregate limit(s) designated in the underlying policy(ies) or primary policy(ies), it is hereby understood and agreed that such insurance as afforded by this policy shall apply in excess of the reduced or exhausted underlying limits.

**GENERAL PROVISIONS - SECTION E**

**1. ADDITIONAL INSURED INTERESTS/CERTIFICATES OF INSURANCE**

Any certificate of insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any Additional Insured(s), Loss Payee(s) or Mortgagee(s) are named pursuant to the Special Provisions of said certificate of insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

**3. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS**

A. If the provisions of this Policy conflict with the laws of any jurisdictions in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy will be read so as to eliminate such conflict or deemed to include such provisions for Insured Locations within such jurisdictions.

B. The Company will provide to the Insured copies of endorsements mandated for use by the laws of provinces in Canada. The endorsements may modify this Policy with respect to any insured property located in the province in which the endorsement applies.

C. The Company will provide to the Insured copies of endorsements mandated for use by the laws of states in the United States of America. The endorsements may modify this Policy with respect to any insured property located in the state in which the endorsement applies.

**4. MISREPRESENTATION AND FRAUD**

This Policy will be void in entirety if, whether before or after a loss, an Insured has:

A. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured;

B. Made any attempt to defraud the Company; or

C. Made any false swearing.

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**6. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS**

A. The Company will pay for loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.

B. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:

1. Any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
2. Foreclosure, notice of sale, or similar proceedings with respect to the property.
3. Change in the title or ownership of the property.
4. Change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Company of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Company, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

C. If this Policy is cancelled at the request of the Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Company sends to the Lender or Mortgagee written notice of cancellation, unless:

1. Sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
2. This Policy is replaced by the Insured, with a policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.

D. The Company may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 90 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Company may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.

E. The Company has the right to invoke this Policy's SUSPENSION clause. The suspension of insurance will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Company will provide the Lender or Mortgagee at the last known address a copy of the suspension notice.

F. If the Company pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Company will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Company may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Company, and the remaining debt or mortgage will be paid to the Company.

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G. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Policy relating to APPRAISAL, SETTLEMENT OF CLAIMS, and SUIT AGAINST THE COMPANY.

H. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

## 7. OTHER INSURANCE

A. If there is any other insurance that would apply in the absence of this Policy, this Policy will apply only after such insurance whether collectible or not. However, such insurance is allowed to act as a deductible buyback including NFIP coverage for Flood.

B. The Insured is permitted to have other insurance over any limits or sublimits of liability specified elsewhere in this Policy without prejudice to this Policy. The existence of any such insurance will not reduce any limit or sublimit of liability in this Policy. Any other insurance that would have provided primary coverage in the absence of this Policy will not be considered excess.

C. The Insured is permitted to have other insurance for all, or any part, of any deductible in this Policy. The existence of such other insurance will not prejudice recovery under this Policy. If the limits of liability of such other insurance are greater than this Policy's applicable deductible, this Policy's insurance will apply only after such other insurance has been exhausted.

D. In the event this Policy is deemed to contribute with other insurance, the limit of liability applicable at each Location, for purposes of such contribution with other insurers, will be the latest amount described in this Policy or the latest Location value on file with the Company.

E. When this Policy includes property in more than one jurisdiction, separate policies underlying this Policy may be issued by the Company in compliance with jurisdictional requirements. Such underlying policies will not be considered as additional insurance, but as duplicate insurance only.

## 8. POLICY MODIFICATION

This Policy contains all of the agreements between the Insured and the Company concerning this insurance. The Insured and the Company may request changes to this Policy. This Policy can be changed only by endorsements issued by the Company and made a part of this Policy.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

A. Create a waiver, or change any part of this Policy; or

B. Prevent the Company from asserting any rights under the provisions of this Policy.

## 9. REDUCTION BY LOSS

Claims paid under this Policy will not reduce its limit of liability, except claims paid will reduce any Policy Year Aggregate Limit of Liability.

## 10. SUSPENSION

On discovery of a dangerous condition, this Company may immediately suspend equipment breakdown insurance on any machine, vessel or part thereof by giving written notice to the Insured. The suspended

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insurance may be reinstated by the Company. Any unearned premium resulting from such suspension will be returned by the Company.

#### 11. TITLES

The titles in this Policy are only for reference. The titles do not in any way affect the provisions of this Policy.

### DEFINITIONS - SECTION F

1. **Actual Cash Value:** the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
2. **Earthquake:** any natural or man-made earth movement including, but not limited to earthquake, landslide, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion, or sprinkler leakage resulting from earthquake will not be considered to be loss by earthquake within the terms and conditions of this Policy. All earthquakes within a continuous 168 hour period will be considered a single Earthquake; the beginning of such period shall be determined by the Insured.
3. **Electronic Data And Media:** all forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.
4. **Federal Emergency Management Agency:** shall mean the federal agency under which the National Flood Insurance Program is administered.
5. **Federal Insurance Administration:** shall mean the federal entity within the **Federal Emergency Management Agency** that directly administers the National Flood Insurance Program (NFIP).
6. **Fine Arts:** paintings; etchings; pictures; murals; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, securities.
7. **Flood:** shall mean:
  - A. A general and temporary condition of partial or complete inundation of **Normally** dry land areas from:
    - 1) Flood, or rising waters, waves, tide, or tidal water;
    - 2) the unusual and rapid accumulation or runoff of surface waters from any source; or,
    - 3) mudslide or mud flow caused by accumulation of water on or under the ground.
  - B. the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.

However, physical damage by fire, explosion or sprinkler leakage resulting from **Flood** is not considered to be loss by **Flood** within the terms and conditions of this Policy.

8. **Flood Insurance Rate Map:** shall mean the official map of a community on which the administrator has designated the special hazards area applicable to the community.

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- 9. Gross Earnings:**
- A. For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or
  - B. For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Insured.
- 10. Lease Interest:** the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Insured's lease.
- 11. Mobile Equipment:** equipment such as earthmovers, tractors, diggers, farm machinery, forklifts, etc., that, even when self-propelled, are not considered automobiles or **Vehicles**.
- 12. Mobile Medical Equipment:** medical equipment contained in Mobile Medical Care Vans, Ambulances, Mobile MRI, Mobile CAT Scan or other similar mobile units owned or operated by the Insured.
- 13. Named Storm:** defined as all loss or damage occurring during a period of 72 consecutive hours which is caused by or results from a storm or weather disturbance which is named as a Tropical Storm or Hurricane by the National Weather Service or any other recognized meteorological authority. Storm or weather disturbance includes all weather phenomenon associated with or occurring in conjunction with the storm or weather disturbance, including, but not limited to **Flood, Storm Surge**, wind driven rain, wind, hail, sleet, tornadoes, or lightning.
- 14. Net Lease Interest:** that sum which placed at 3% interest rate compounded annually would equal the **Lease Interest** (less any amounts otherwise payable hereunder).
- 15. Normal:** the condition that would have existed had no physical loss or damage occurred.
- 16. Ordinary Payroll:** includes the Insured's payroll for all employees except officers, executives, department managers, and employees under contract. It is comprised of, but not limited to, the payroll, benefits paid for the payroll, social security (FICA), union dues paid for the payroll, and workers compensation paid for the payroll. Any amount recovered under property damage coverage at selling price for loss or damage to merchandise will be considered to have been sold to the Insured's regular customers and will be credited against net sales.
- 17. Period of Interruption:** the period starting with the time when an interruption of specific services occurs and ending when with due diligence and dispatch the service could be wholly restored.
- 18. Period of Service Interruption:**
- A. The period starting with the time when an interruption of specified services occurs; and ending when with due diligence and dispatch the service could be wholly restored and the Location receiving the service could or would have resumed **Normal** operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the Period of Liability provision of this Section of this Policy.
  - B. Is limited to only those hours during which the Insured would or could have used services(s) if it had been available.
  - C. Does not extend to include the interruption of operations caused by any reason other than interruption of the specified service(s).

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- 19. Pollution:** shall be any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, virus, mold, spores, vaccines and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 20. Reproduction Cost:** defined as the cost to repair, rebuild or replace with material of like, kind and quality compatible to those originally used, including the cost of skilled labor and/or authentic materials necessary to restore the Property as nearly as possible to its original condition.
- 21. Soft Costs:** shall mean:
- A. Interest expense;
  - B. General overhead-developer expenses and additional real estate taxes;
  - C. Legal or professional fees;
  - D. Marketing expenses and advertising expenses;
  - E. Debt service payments and insurance premiums;
  - F. Refinancing charges and bond interest;
  - G. Founders fees and miscellaneous operating expenses.
- 22. Special Flood Hazard Area:** shall mean the areas of a **Flood Insurance Rate Map** which are identified as Zones A, AO, AH, AI — A30, AE, A99, AR, AR/A, AR/AE, AR/A1 — A30, AR/AH, AR/AO, V, V1-V30, and VE. For purposes of determining which areas qualify as **Special Flood Hazard Areas** as specified above, only those **Flood Insurance Rate Maps** which were in effect at the time of the **Flood** loss shall apply.
- 23. Special Hazard Zone For Flood:** defined as areas in which the insured property is located and which at the time of direct physical loss, damage or destruction has been designated on a **Flood Insurance Rate Map** published by the **Federal Insurance Administration** to be a **Special Flood Hazard Area**. In areas where the National Flood Insurance Program is not in effect, any area which in the past 100 years has been subjected to **Flooding** where the insured property is located regardless of whether:
- A. the building or structure existed at the time of the **Flooding**; or
  - B. any direct physical loss or damage from **Flood** occurred; or
  - C. any **Flood** claim for loss was ever filed
- shall also be designated as a **Special Hazard Zone For Flood**.
- 24. Storm Surge:** means water driven inland from coastal waters by high winds and low atmospheric pressure. **Storm Surge** shall not be considered **Flood**.
- 25. Terrorism:** an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.
- 26. Tier One Counties:** shall mean counties in **Named Storm Designated Wind Areas** (States and Applicable Counties/Parishes)

Mississippi	Hancock, Harrison, Jackson
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- 27. Time Element Value:** shall be the sum of GROSS EARNINGS, EXTRA EXPENSE, LEASEHOLD INTEREST, rental insurance and commissions, profits and royalties that would have been earned for the Location(s) where the physical loss or damage occurs, had there not been physical loss or damage.
- 28. Unmanned Aircraft System:** an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an **Unmanned Aircraft System**. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.
- 29. Valuable Papers And Records:** written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, but not including the monetary value of monies and/or securities.
- 30. Vehicle:** any automobile, truck, van, bus, motorcycle, or other conveyance licensed for use on public roads.

## **POLICY CHANGE ENDORSEMENT**

### **EQUIPMENT BREAKDOWN – 4 PAGES**

When an applicable limit for Equipment Breakdown is shown in Section A, Item 8. Limits of Liability, this endorsement's intention is to clarify that the peril of "Breakdown" is included for "Covered Equipment".

1. "BREAKDOWN" SHALL BE CONSIDERED A COVERED PERIL ON "COVERED EQUIPMENT".

2. "COVERED EQUIPMENT":

A. COVERED EQUIPMENT MEANS AND INCLUDES ANY:

1. Equipment built to operate under internal pressure or vacuum other than weight of contents;
2. Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
3. Communication equipment, and computer equipment.

B. COVERED EQUIPMENT DOES NOT MEAN OR INCLUDE ANY:

1. "Media";
2. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
3. Insulating or refractory material, but not excluding the glass lining of any Covered Equipment;
4. Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
5. Catalyst;
6. Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
7. Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube or well casing;
8. Vehicle, aircraft, self-propelled equipment or floating vessel including any Covered Equipment that is mounted upon or used solely with anyone or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
9. Dragline, excavation, or construction equipment including any Covered Equipment that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;
10. Felt, wire screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement; or
11. Equipment or any part of such equipment manufactured by the Insured for sale.

3. "BREAKDOWN"

A. BREAKDOWN MEANS THE DIRECT PHYSICAL LOSS RESULTING FROM ONE OR MORE OF THE FOLLOWING ITEMS THAT CAUSES DAMAGE TO COVERED EQUIPMENT AND NECESSITATES ITS REPAIR OR REPLACEMENT:

1. Failure of pressure or vacuum equipment;
2. Mechanical failure including rupture or bursting caused by centrifugal force;
3. Electrical failure including arcing;
4. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;

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5. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
6. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

Unless such loss or damage is otherwise excluded within the policy form.

**B. BREAKDOWN DOES NOT MEAN OR INCLUDE:**

1. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
2. Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to Covered Equipment;
3. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
4. Damage to any vacuum tube, gas tube, or brush;
5. Damage to any structure or foundation supporting the Covered Equipment or any of its parts;
6. The functioning of any safety or protective device; or
7. The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

**4. LIMIT OF LIABILITY:**

The most the Company will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Insurance shown for Equipment Breakdown in Section 1, Item 8.; Limits of Liability.

**5. EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS:**

Unless a higher limit or INCLUDED is shown in Section 1, Item 8., Limits of Liability, the most the Company will pay for direct damage as a direct result of a Breakdown to Covered Equipment is \$50,000 for each of the following. The limits for coverage extensions are part of, not in addition to, the Limit of Liability for Equipment Breakdown shown in the sublimits.

**A. SPOILAGE:**

1. The Company will pay for the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
  - a. The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
  - b. The Insured must own or be legally liable under written contract for the raw materials, property in process or finished products; and
  - c. The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
2. The Company will also pay any necessary expenses the Insured incurs to reduce the amount of loss under this coverage. The Company will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage form.

**B. SERVICE INTERRUPTION:**

The Company will pay for loss resulting from the interruption of utility services provided all of the following conditions are met:

1. The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which the Insured receives;

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2. The "Covered Equipment" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to the Insured's premises; and
3. The interruption of utility service to the Insured's premises lasts at least the consecutive period of time shown in item 10. Waiting Period. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

**C. BUSINESS INCOME:**

1. The Company will pay the Insured's actual loss of "business income" that results directly from the necessary total or partial interruption of the Insured's business caused by a "Breakdown".
2. The Company will also pay any necessary expenses the Insured incurs to reduce the amount of loss under this coverage. The Company will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
3. The Company will consider the actual experience of the Insured's business before the "accident" and the probable experience the Insured would have had without the "accident" in determining the amount of its payment.
4. This coverage continues until the date the damaged property is repaired or replaced.

**D. EXPEDITING COSTS:**

The Company will pay the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to covered property and to expedite the permanent repair or replacement of such damaged property caused by a "Breakdown".

This coverage extension does not cover costs:

1. Recoverable elsewhere in this Policy; or
2. Of permanent repair or replacement of damaged property.

**E. HAZARDOUS SUBSTANCE:**

The Company will pay any additional expenses incurred by the Insured for the clean-up, repair or replacement or disposal of Covered Property that is damaged, contaminated or polluted by a Hazardous Substance caused by a "Breakdown".

As used here, additional expenses mean the additional cost incurred over and above the amount that the Company would have paid had no Hazardous Substance been involved with the loss.

**F. AMMONIA CONTAMINATION:**

The Company will pay the spoilage to covered property contaminated by ammonia, including any salvage expense caused by a "Breakdown".

**G. WATER DAMAGE:**

The Company will pay for the damage to covered property by water including any salvage expenses caused by a "Breakdown", except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

**H. CONSEQUENTIAL LOSS:**

The Company will pay the reduction in the value of undamaged "stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

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**I. DATA & MEDIA:**

The Company will pay the Insured's cost to research, replace or restore damaged Data or Media including the cost to reprogram instructions used in any computer equipment if the loss is caused by a "Breakdown".

**J. CFC REFRIGERANTS:**

The Company will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a "Breakdown". This means the additional expense to do the least expensive of the following:

1. Repair the damaged property and replace any lost CFC refrigerant;
2. Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
3. Replace the system with one using a non-CFC refrigerant.

**K. COMPUTER EQUIPMENT:**

The Company will pay for direct damage to "computer equipment" that is damaged by a "Breakdown" to such equipment

**6. DEFINITIONS RELATING ONLY TO THIS ENDORSEMENT:**

**A. Data means**

1. Programmed and recorded material stored on "Media"; and
2. Programming records used for electronic data processing, or electronically controlled equipment.

**B. Hazardous Substance means** any substance other than ammonia that has been declared to be hazardous to health by a government agency. Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.

**C. Media means** all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

**D. One Breakdown means** if an initial Breakdown causes other Breakdowns, all will be considered One Breakdown. All Breakdowns at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered One Breakdown.

**E. Computer Equipment means** covered property that is electronic computer or other electronic data processing equipment, including "media" and peripherals used in conjunction with such equipment.

**F. Stock means** merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

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***MOLD / FUNGUS – 1 PAGE***

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

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows.

The Company shall not be liable for any loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

- a. fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
- b. mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
- c. spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Flood, Earthquake, fire, Named Storm, wind driven water, lightning, explosion, tornado, vehicle impact, falling aircraft, or hail, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the date of the loss.

A **\$1,000,000** per occurrence and annual aggregate limit of liability applies to coverage provided by this endorsement.

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***OCCURRENCE LIMIT OF LIABILITY – 1 PAGE***

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

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Company exceed this limit or amount irrespective of the number of locations involved. The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, Named Storm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.
2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of loss hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:
  - a. The actual adjusted amount of loss, less applicable deductible(s).
  - b. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

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***ASBESTOS EXCLUSION – 1 PAGE***

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

This policy excludes:

1. Asbestos material defects, treatment, abatements or removal, unless the asbestos itself is damaged by an insured peril and then only as to the physical portion of asbestos material damaged by that peril;
2. Regardless of cause, any sum relating to (i) health hazard from asbestos; (ii) treatment, abatement or repair of asbestos material that has become friable; or (iii) demolition, increased cost of reconstruction, removal or any type of cost or loss arising from the enforcement of or compliance with any law or ordinance regulating asbestos material; or
3. Any governmental requirement relating to asbestos material present in or part of any portion of Insured Property that was not damaged by an insured peril during the Policy Term and cannot any longer be used where installed.



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**TIME OR DATE RECOGNITION – 2 PAGES**

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

1. WE WILL NOT PAY, UNDER ANY FORM, COVERAGE, OR ENDORSEMENT OF THIS POLICY, FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY:

A. THE FAILURE OF ANY OF THE FOLLOWING, WHETHER OWNED BY YOU OR OTHERS:

1. Data processing equipment, **software**, **data**, or **media**;
2. Hardware or **software** based computer operating systems;
3. Microprocessors;
4. Integrated circuits; or,
5. Any other electronic equipment, computerized equipment, or similar devices;

due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time.

B. LOSS RESULTING FROM:

1. Any services, functions, or products that use one or more of the systems or devices described in item 1.A.
2. Any advice, design, inspection, installation, repair or maintenance done by you or for you to determine or correct any problems described in item 1.A.

These losses are excluded regardless of any other cause or event, including a peril insured against, that contributes to the loss at the same time or in any sequence.

2. IF LOSS TO COVERED PROPERTY BY A SPECIFIED PERIL ENSUES, WE WILL PAY FOR THAT LOSS.

3. WE WILL NOT PAY FOR MODIFICATION, REPAIR OR REPLACEMENT OF SYSTEMS OR DEVICES DESCRIBED IN ITEM 1.A. IN ORDER TO CORRECT ANY POTENTIAL OR ACTUAL DEFICIENCIES.

4. TERMS IN BOLD FACED TYPE HAVE SPECIAL MEANINGS IN THIS ENDORSEMENT. THEY ARE DEFINED BELOW.

A. **Data** means any information recorded on **media** and used in your processing operations, but does not mean **software**.

B. **Data processing equipment** means processing units, terminals, tape drives, disk drives, controllers, printers, and other equipment capable of receiving, processing, storing or retrieving information. It does not include **media**, **software**, or **data**.

C. **Media** means the material on which **data** or **software** is recorded, such as magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in your **data** processing operations.

D. **Peril(s) insured against** means possible causes of loss for which this policy provides coverage.

E. **Software** means programs stored on **media** which instruct **dataprocessing** equipment how to process data.

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**F. Specified perils** means any of the following:

- Fire;
- Lightning;
- Aircraft;
- Explosion;
- Riot;
- Civil commotion;
- Smoke;
- Vehicles;
- Windstorm or hail to property contained in any building;
- Malicious mischief;
- Leakage or accidental discharge from automatic fire protection system; or,
- Collapse.

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**CHEMICAL, BIOLOGICAL & RADIOLOGICAL EXPOSURES  
EXCLUSION – 1 PAGE**

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

A. THIS POLICY DOES NOT INSURE AGAINST ANY LOSS, DAMAGE, COST OR EXPENSE CAUSED BY OR RESULTING FROM ANY OF THE FOLLOWING, REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE THERETO:

1. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or matter regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

B. IN ANY ACTION, SUIT OR OTHER PROCEEDING WHERE THE COMPANY ALLEGES THAT, BY REASON OF EITHER OF THE PROVISIONS ABOVE, SOME OR ALL LOSS OR DAMAGE IS NOT INSURED BY THIS POLICY, THE BURDEN OF PROVING THAT SUCH LOSS OR DAMAGE IS NOT EXCLUDED SHALL BE UPON THE INSURED.

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**LEED CERTIFICATION – 6 PAGES**

UPGRADE TO GREENSM - COMMERCIAL ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The coverages and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real and/or personal property is caused by any of the perils covered by the policy and replacement cost valuation applies. This coverage does not apply to: (1) personal property of others in the Insured's care, custody, and control, (2) leased personal property, and/or (3) finished or unfinished stock.

In no event, does this endorsement increase or change the per occurrence limit of liability shown in the declarations or the annual aggregate for specified perils.

1. NOTWITHSTANDING THE VALUATION PROVISION OF THIS POLICY OR LIMITS OF LIABILITY APPLICABLE TO SPECIFIC LOCATIONS OR PERILS, IF REPLACEMENT COST VALUATION APPLIES TO REAL AND/OR PERSONAL PROPERTY, THEN THE COMPANY'S LIABILITY FOR LOSS APPLICABLE TO THIS ENDORSEMENT SHALL BE THE COST TO REPAIR OR REPLACE THE COVERED DAMAGED PROPERTY, SUBJECT TO THE APPLICABLE LIMIT OF LIABILITY, PLUS THE LEAST OF THE FOLLOWING AMOUNTS:

A. THE REASONABLE AND NECESSARY AMOUNT TO UPGRADE TO GREEN THE COVERED DAMAGED PROPERTY AS DESCRIBED IN COVERAGE SECTION A - NON-LEED® CERTIFIED COVERAGE OR AS DESCRIBED IN COVERAGE SECTION B - LEED® CERTIFIED COVERAGE, WHICHEVER IS APPLICABLE; OR

B. AN ADDITIONAL 25% OF THE APPLICABLE LIMIT OF LIABILITY FOR THE BUILDING AND/OR BUSINESS PERSONAL PROPERTY SHOWN IN THE STATEMENT OF VALUES OR SIMILAR SCHEDULE TO UPGRADE TO GREEN; OR

C. \$1,000,000 (ONE MILLION DOLLARS) TO UPGRADE TO GREEN.

At the Insured's sole discretion, the Insured may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Company will adjust the claim in accordance with the standard provisions of the policy, as modified by all other applicable endorsements.

Subject to the least of A., B., or C. above, if business interruption coverage is provided as part of this policy, if necessary, the Period of Restoration shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

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2. **COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE**  
IN THE EVENT OF DIRECT PHYSICAL LOSS OR DAMAGE BY ANY OF THE PERILS COVERED BY THE POLICY TO A BUILDING THAT IS NOT LEED CERTIFIED AT THE TIME OF THE LOSS, OR TO THE PERSONAL PROPERTY WITHIN SUCH A BUILDING, THE COMPANY WILL PAY TO REPAIR OR REPLACE DAMAGED OR DESTROYED:

**A. LOSS SETTLEMENT FOR PERSONAL PROPERTY**

1. "Appliances" or "Office Equipment" with products of like kind and quality that have been identified as "ENERGY STAR®" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
2. "Systems Furniture" or "Seating", with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

**B. LOSS SETTLEMENT FOR YOUR BUILDING**

1. Interior Finish Materials Upgrade
  - a. Lower Emissions Products Upgrade Coverage  
"Defined Building Materials" with products of like kind and quality that have "Lower Emissions". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
  - b. Environmentally Preferable Products Upgrade Coverage
2. Interior wood, carpeting and flooring with products of like kind and quality that have "Lower Emissions", are "Sustainably Produced", are "Rapidly Renewable" or include "Recycled Content". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
3. Interior Plumbing Systems Upgrade Coverage  
Interior plumbing fixtures including, but not limited to, toilets, shower heads and lavatory faucets with products of like kind and quality that are more "Water Efficient". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Company will also pay to install occupant sensors to reduce the potable water demand.
4. Lighting Systems Upgrade Coverage  
Lighting systems, with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. The Company will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.
5. Efficient Heating and Cooling Equipment Upgrade Coverage  
"Heating and cooling equipment" with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
6. Building Reconstruction Following Total Loss
  - a. Solely with respect to a "Total Loss" to a building, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.
  - b. Certification Expenses

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- i. The Company will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that the Insured incurs should the Insured decide to seek LEED Silver certification. However, the Company will not pay to modify the reconstructed structure if it is not certified.
- ii. The Sublimit of Insurance for this coverage is \$25,000.

**3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE**

In addition to all Coverages provided in Coverage Section A (with the exception of 2.B.(5) Building Reconstruction Following a Total Loss) and in the event of direct physical loss or damage by any of the perils covered by the policy to a building that is LEED certified at the time of the loss, or to the personal property within such building, the Company will pay to repair or replace damaged or destroyed:

**A. LOSS SETTLEMENT FOR TREES, SHRUBS, AND VEGETATIVE ROOFS**

1. Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the policy to the contrary, trees and shrubs are Covered Property. The sublimit of insurance for this coverage is \$3,000 per tree or \$3,000 per shrub up to a maximum of \$25,000.
2. Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the policy to the contrary, vegetative roofs are Covered Property.

**B. LOSS SETTLEMENT FOR YOUR BUILDING**

1. Recertification Expenses
  - a. In the event of direct physical loss or damage by any of the perils covered by the policy that necessitates recertification of the damaged building, the Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs as a result of the recertification process.
  - b. The Sublimit of Insurance for this coverage is \$25,000.
2. Building Reconstruction Following Total Loss
  - a. Solely with respect to a "Total Loss" to a building that is LEED certified at the time of the loss, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.
  - b. Certification Expenses
    - i. The Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs should the Insured decide to seek LEED certification. However, the Company will not pay to modify the reconstructed structure if it is not certified.
    - ii. The Sublimit of Insurance for this coverage is \$25,000.

**4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS**

In the event of direct physical loss or damage by any of the perils covered by the policy to a LEED or Non-LEED certified building:

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**A. RECYCLING EXPENSES**

1. The Company will pay the Insured's expenses to clean-up, sort, segregate, and transport debris from the Insured's damaged building to recycling facilities, if such debris can be recycled.
2. The Sublimit of Insurance for this coverage is \$25,000 and is in addition to the debris removal expense sublimit provided by the policy, if any.
3. Any income or remuneration derived from this recycling shall be used to reduce the loss.

**B. AIR TESTING AND OUTDOOR AIR VENTILATION OF THE RECONSTRUCTED SPACE**

1. In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (hereinafter, "Construction IAQ"), the Company will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and
  1. follow-up air testing for a total period of time not to exceed two weeks.
  2. After the two week period of increased outdoor air ventilation of the reconstructed space, the Company will pay to replace the filtration media with new media.
  3. The Sublimit of Insurance for this coverage is \$25,000.

**C. PROFESSIONAL SERVICES**

The Company will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and/or construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The Sublimit for this coverage is \$50,000.

**D. BUILDING COMMISSIONING EXPENSES**

1. In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils covered by the policy which necessitates the commissioning or re-commissioning of those systems, the Company will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.
2. The Sublimit of Insurance for this coverage is \$25,000.

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**5. ADDITIONAL DEFINITIONS**

A. "APPLIANCES" MEANS PRODUCTS INCLUDING, BUT NOT LIMITED TO, DISHWASHERS, REFRIGERATORS, FREEZERS, OVENS, MICROWAVE OVENS, ROOM AIR CONDITIONERS, ROOM AIR CLEANERS AND WATER HEATERS.

B. "DEFINED BUILDING MATERIALS" MEANS:

ALL CARPET AND FLOOR COVERINGS, INCLUDING, ADHESIVES TO AFFIX THEM TO THE FLOOR,

ALL INTERIOR PAINTS, ARCHITECTURAL COATINGS, PRIMERS, UNDERCOATINGS, ADHESIVES, SEALANTS, AND

PERMANENTLY INSTALLED COMPOSITE WOOD FIXTURES, INCLUDING, COUNTERS, CABINETS, AND PARTITIONS.

C. "ENERGY STAR" MEANS ANY PRODUCT THAT HAS BEEN IDENTIFIED BY THE UNITED STATES GOVERNMENT DEPARTMENT OF ENERGY, ENVIRONMENTAL PROTECTION AGENCY AS ENERGY STAR QUALIFIED AT THE TIME OF THE LOSS.

D. "HEATING AND COOLING EQUIPMENT" MEANS PRODUCTS INCLUDING, BUT NOT LIMITED TO, HEAT PUMPS, BOILERS, CENTRAL AIR CONDITIONING, CEILING FANS, DEHUMIDIFIERS, EXHAUST FANS, FURNACES, THERMOSTATS, AND VENTILATING FANS.

E. "LOWER EMISSIONS" MEANS:

1. With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;
2. With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule #1113;
3. With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and
4. With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added urea- formaldehyde resins.



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F. "OFFICE EQUIPMENT" MEANS ELECTRONIC PRODUCTS INCLUDING, BUT NOT LIMITED TO, DESKTOP COMPUTERS, LAPTOP COMPUTERS, MONITORS, PRINTERS, FAX MACHINES, SCANNERS, COPIERS, AND TELEPHONES.

G. "RECYCLED CONTENT" MEANS THOSE PRODUCTS THAT CONTAIN AT LEAST 20% POST-CONSUMER RECYCLED CONTENT.

H. "RAPIDLY RENEWABLE" MEANS PRODUCTS THAT ARE MADE FROM PLANT RESOURCES THAT ARE HARVESTED WITHIN A TEN-YEAR CYCLE OR SHORTER, INCLUDING, BUT NOT LIMITED TO, BAMBOO, EUCALYPTUS, WHEAT STRAW, SUNFLOWER HULLS, CORK OAK, WHEATBOARD, LINOLEUM, AND SORGHUM.

I. "SEATING" MEANS TASK AND GUEST CHAIRS USED WITH "SYSTEM FURNITURE".

J. "SUSTAINABLY PRODUCED" MEANS THOSE PRODUCTS CERTIFIED BY THE FOREST STEWARDSHIP COUNCIL ("FSC").

K. "SYSTEM FURNITURE" MEANS EITHER A PANEL-BASED WORKSTATION COMPRISED OF MODULAR INTERCONNECTING PANELS, HANG-ON COMPONENTS AND DRAWER/FILING COMPONENTS OF A FREESTANDING GROUPING OF FURNITURE ITEMS AND THEIR COMPONENTS THAT HAVE BEEN DESIGNED TO WORK IN CONCERT.

L. "TOTAL LOSS" MEANS:

1. The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab, or
2. The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.

M. "WATER EFFICIENT" MEANS DRY FIXTURES SUCH AS COMPOSTING TOILET SYSTEMS AND NON-WATER USING URINALS, FLUSH TOILETS USING NO MORE THAN 1.6 GALLONS OF WATER PER FLUSH, AND SHOWER HEADS AND FAUCETS WITH A FLOW RATE OF NO MORE THAN 2.2 GALLONS PER MINUTE.

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## CRIME COVER, SECTION II

### A. CRIME GENERAL PROVISIONS

Unless stated otherwise in any Crime Coverage Form, DECLARATIONS or endorsements, the following General Exclusions, General Conditions, and General Definitions apply to all Crime Coverage Forms forming part of this Coverage Document.

#### 1. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

A. GOVERNMENTAL ACTIONS: Loss resulting from seizure or destruction of property by order of governmental authority.

B. INDIRECT LOSS: Loss that is an indirect result of any act or **occurrence** covered by this document including, but not limited to, loss resulting from:

1. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, **covered property**.
2. Payment of damages of any type for which you are legally liable. But we will pay for compensatory damages arising directly from a loss covered under this coverage.
3. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

C. LEGAL EXPENSES: Expenses relate to any legal action.

D. NUCLEAR: Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

E. WAR AND SIMILAR ACTIONS: Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

#### 2. GENERAL CONDITIONS

A. CONSOLIDATION – MERGER: If through consolidation or merger with, or purchase of assets of, some other entity:

1. Any additional persons become **employees**; or
2. You acquire the use and control of any additional **premises**; any coverage afforded for **employees** or **premises** also applies to those additional **employees** and **premises**, but only if you:
3. Give us written notice within 30 days thereafter; and
4. Pay us an additional annual premium contribution

B. COVERAGE EXTENSIONS: Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit applying to the coverage or coverage section.

C. DISCOVERY PERIOD OF LOSS: We will pay only for covered loss discovered no later than one year from the end of the coverage period.

D. DUTIES IN THE EVENT OF LOSS: After you discover a loss or a situation that may result in loss of, or loss from damage to, **covered property** you must:

1. Notify us as soon as possible;
2. Submit to examination under oath at our request and give us a signed statement of your answers.
3. Give us a detailed, sworn proof of loss within 120 days.

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4. Cooperate with us in the investigation and settlement of any claim.

**E. JOINTMEMBER**

1. If more than one **member** is named in the declarations, the **member** will act for itself and for every other **member** for all purposes of this coverage.
2. If a member administrator responsible or partner or officer of that **member** has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every **member**.
3. An employee of any **member** is considered to be an **employee** of every **member**.
4. If this coverage or any of it coverages is cancelled or terminated as to any **member**, loss sustained by that **member** is covered only if discovered no later than one year from the date of that cancellation or termination.
5. We will not pay more for loss sustained by more than one **member** than the amount we would pay if all the loss had been sustained by one **member**.

**F. LEGAL ACTION AGAINST US:** You may not bring any legal action against us involving loss:

1. unless you have complied with all the terms of this coverage; and
2. until 90 days after you have filed proof of loss with us; and
3. unless brought within 2 years from the date you discover the loss.

**G. LOSS COVERED UNDER MORE THAN ONE COVERAGE OF THIS DOCUMENT:**

If two or more coverages of this document apply to the same loss, we will pay the lesser of:

1. the actual amount of loss; or
2. the sum of the Limits applicable to those coverages.

**H. LOSS SUSTAINED DURING PRIOR COVERAGE**

1. If you, or any predecessor in interest, sustained loss during the period of any prior coverage that you or the predecessor in interest could have recovered under that coverage except that the time within which to discover the loss had expired, we will pay for it under this coverage, provided:
  - a. This coverage became effective at the time of cancellation or termination of the prior coverage; and
  - b. This loss would have been covered by this coverage had it been in effect when the acts or events causing the loss were committed or occurred.
2. The coverage under this Condition is part of, not in addition to, the Limits of Coverage applying to this coverage and is limited to the lesser of the amount recoverable under:
  - a. this coverage as of its effective date; or
  - b. the prior coverage had it remained in effect

**I. LOSS COVERED UNDER THIS DOCUMENT AND PRIOR COVERAGE BY THE FUND:**

If any loss is covered:

1. partly by this Coverage Document; and
2. partly by any prior cancelled or terminated coverage that we had provided to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this coverage or the prior coverage.

**J. NON-CUMULATION OF LIMIT OF COVERAGE:** Regardless of the number of years this coverage remains in force or the premium contributions made, no Limit cumulates from year to year or period to period.

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**K. OTHER COVERAGE:**

This coverage does not apply to loss recoverable or recovered under other coverage or indemnity. However, if the limit of the other coverage or indemnity is insufficient to cover the entire amount of the loss, this coverage will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other coverage or indemnity. However, this coverage will not apply to the amount of loss that is more than the applicable Limit shown in the Declarations. Further this coverage will only apply excess of any required position bonds, whether purchased or not, for a covered loss under this policy.

**L. OWNERSHIP OF PROPERTY; INTERESTS COVERED: THE PROPERTY COVERED UNDER THIS COVERAGE IS LIMITED TO PROPERTY:**

1. that you own or hold; or
2. for which you are legally liable.

However, this coverage is for your benefit only. It provides no right or benefits to any other person or organization.

**M. COVERAGE PERIOD:**

1. The Coverage Period is shown in the DECLARATIONS.
2. Subject to the Loss Sustained During Prior Coverage condition, we will pay only for loss that you sustain through acts committed or events occurring during the Coverage Period.

**N. RECORDS: YOU MUST KEEP RECORDS OF ALL COVERED PROPERTY SO WE CAN VERIFY THE AMOUNT OF ANY LOSS.**

**O. RECOVERIES:**

1. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this coverage will be distributed as follows:
  - a. to you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Coverage and the Deductible Amount, if any;
  - b. then to us, until we are reimbursed for the settlement made;
  - c. then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.
2. Recoveries do not include any recovery:
  - a. from insurance, suretyship, reinsurance, security or indemnity taken for your benefit; or
  - b. of original securities after duplicates of them have been issued.

**P. TERRITORY:** This coverage covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

**Q. TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**R. VALUATION – SETTLEMENT:**

- A. Subject to the applicable Limit of Coverage provision we will pay for:
  - a. Loss of money but only up to and including its face value.

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We may, at our option, pay for loss of **money** issued by any country other than the United States of America.:

- i. at face value of the **money** issued by that country; or
  - ii. in the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
- b. Loss of **securities** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
- i. pay the value of such **securities** or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those **securities**;
  - ii. pay the cost of any Lost **Securities** Bond required, in connection with issuing duplicates of the **securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
    - aa. value of the **securities** at the close of business on the day the loss was discovered; or
    - bb. Limit of coverage.
  - iii. Loss of, loss from damage to, **property other than money and securities** or loss from damage to the **premises** for not more than the
  - iv. actual cash value of the property on the day the loss was discovered;
  - v. cost of repairing the property or **premises**; or
  - vi. cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- B. We may, at our option, pay for loss of, or loss from damage to, property other than **money**.
- a. in the **money** of the country in which the loss occurred; or
  - b. in the United States of America dollar equivalent of the **money** of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- C. Any property that we pay for or replace becomes our property.

**D. GENERAL DEFINITIONS**

- A. **Client** means a customer of an insured to whom such insured provides goods or services under a written contract, for a fee or other monetary consideration
- B. **Employee** means any natural person:
- a. while in your service (and for 30 days after termination of service); and
  - b. whom you compensate directly by salary, wages or commissions; and
  - c. whom you have the right to direct and control while performing services for you; or
2. Any natural person employed by an employment contractor while that person is subject to your direction and control performing services for you excluding, however, any such person while having care and custody of property outside the **premises**.
3. **Employees** also includes any non-compensated natural person:
- a. Other than one who is a **Fund** solicitor, while performing services for you that are usual to the duties of an **employee**, or
  - b. While acting as a **Fund** solicitor during **Fund** raising campaigns.
4. **But employee** does not mean any:
- a. agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

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- b. director or trustee except while performing acts coming within the scope of the usual duties of an **employee**.

**B. MONEY MEANS:**

- 1. currency, coins and bank notes in current use and having a face value; and
- 2. travelers checks, register checks and money orders held for sale to the public.

**C. PROPERTY OTHER THAN MONEY AND SECURITIES** means any tangible **property other than money and securities** that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

**D. SECURITIES** means negotiable and non-negotiable instruments or contracts representing either **money** or other property and includes:

- 1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- 2. evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include **money**.

**4. EMPLOYEE DISHONESTY**

**A. COVERAGE**

We will pay for loss of and loss from damage to, **covered property** resulting directly from the Covered Cause of Loss.

- 5. **Covered Property: Money, securities, and property other than money and securities.**
- 6. **Covered Causes of Loss:**
  - a. Employee dishonesty;
  - b. Failure of any employee to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.
- 7. **Coverage Extensions;**

**Employees Temporarily Outside Coverage Territory:** We will pay for loss caused by an **employee** while temporarily outside the territory specified in the Territory General Condition for period not more than 90 days.

**B. LIMITS OF COVERAGE**

The most we will pay for loss in any one **occurrence** is the applicable Limit of Coverage shown in the **Declarations**.

**C. DEDUCTIBLE**

- 1. We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the **Declarations**. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage.
- 2. You must:
  - a. Give us notice as soon as possible of any loss of the type covered under this Coverage Form even though it falls entirely within the Deductible Amount.
  - b. Upon our request, give us a statement describing the loss.

**D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:**

In addition to the provision in the Crime General Provisions Form, this Coverage Form is subject to the following:

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1. **Additional Exclusion:** We will not pay for loss or damages as specified below:
  - a. **Employee Cancelled under Prior Coverage:** Loss caused by any employee of yours, or predecessor in interest of yours, for whom similar prior coverage had been cancelled and not reinstated since the last such cancellation.
  - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
    - i. an inventory computation; or
    - ii. profit and loss computation.
2. **Damages:** Damage for which you are legally liable as a result of:
  - a. the deprivation or violation of the civil rights of any person by an **employee**; or
  - b. the tortious conduct of an **employee**, except conversion of property of other parties held by you in any capacity.
3. **Depository Failure:** Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

**E. ADDITIONAL CONDITIONS**

1. **Cancellation As To Any Employee:**

This coverage is cancelled as to any **employee**:

- a. Immediately upon discovery by you or any official or **employee** authorized to manage, govern or control your **employees** of any act on the part of an **employee** whether before or after becoming employed by you who would constitute a loss covered under the terms of this Coverage Form, as amended by this endorsement.
- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last known mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

2. **Sole Benefit:** This coverage is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought to by anyone other than you.
3. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any **employee** under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your **covered property**.

**F. ADDITIONAL DEFINITIONS**

1. **Employee Dishonesty** in paragraph A.2. means only dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
  - a. cause you to sustain loss; and also
  - b. obtain financial benefit (other than **employee** benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
    - i. the **employee**; or
    - ii. any person organization intended by the **employee** to receive that benefit.
2. **Occurrence** means all loss caused by, or involving, one or more **employees**, whether the result of a single act or series of acts.

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**5. FORGERY OR ALTERATION**

**A. COVERAGE**

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, order or directions to pay a sum certain in **money** that are:
  - c. Made or drawn by or drawn upon you;
  - d. Made or drawn by one acting as your agent, or that are purported to have been so made or drawn.
2. **Covered Causes Of Loss:** Forgery or alteration of, on or in any Covered Instrument.
3. **Coverage Extension**

**Legal Expenses:** If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay under this extension is in addition to the Limit of Coverage applicable to this coverage.

**B. LIMIT OF COVERAGE**

The most we will pay for loss in any one **occurrence** is the applicable Limit of Coverage shown in the **Declarations**.

**C. DEDUCTIBLE**

1. We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the **Declarations**. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. This provision does not apply to legal expenses paid under the Coverage Extension.
2. You must:
  - a. Give us notice as soon as possible or any loss of the type covered under this Coverage Form even though it falls entirely within the Deductible Amount.
  - b. Upon our request, give us a statement describing the loss.

**D. ADDITIONAL EXCLUSION, CONDITIONS AND DEFINITIONS**

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is also subject to the following

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:
  - a. **Employee Cancelled under Prior Coverage:** Loss caused by any employee of yours, or predecessor in interest of yours, for whom similar prior coverage had been cancelled and not reinstated since the last such cancellation.
  - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
    - i. an inventory computation; or
    - ii. a profit and loss computation.
  - c. **Damages:** Damage for which you are legally liable as a result of:
    - i. the deprivation or violation of the civil rights of any person by an **employee**; or
    - ii. the tortious conduct of an **employee**, except conversion of property of other parties held by you in any capacity.
  - d. **Depository Failure:** Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible
2. **Additional Conditions:**
  - a. **Cancellation As To Any Employee:**  
This coverage is cancelled as to any **employee**:



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- i. Immediately upon discovery by you or any official or **employee** authorized to manage, govern or control your **employees** of any act on the part of an **employee** whether before or after becoming employed by you who would constitute a loss covered under the terms of this Coverage Form, as amended by this endorsement.
- ii. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last known mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

- b. **Sole Benefit:** This coverage is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought to by anyone other than you.
- c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any **employee** under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your **covered property**.

**3. Additional Definitions**

- a. **Employee Dishonesty** in paragraph A.2. means only dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
  - i. cause you to sustain loss; and also
  - ii. obtain financial benefit (other than **employee** benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
    - aa. the **employee**; or
    - bb. any person organization intended by the **employee** to receive that benefit.
- b. **occurrence** means all loss caused by, or involving, one or more **employees**, whether the result of a single act or series of acts.

**E. FORGERY OR ALTERATION**

**1. Coverage**

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

- a. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, order or directions to pay a sum certain in **money** that are:
  - i. Made or drawn by or drawn upon you;
  - ii. Made or drawn by one acting as your agent, or that are purported to have been so made or drawn.
- c. **Covered Causes of Loss:** Forgery or alteration of, on or in any Covered Instrument.
- d. **Coverage Extension**  
**Legal Expenses:** If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay under this extension is in addition to the Limit of Coverage applicable to this coverage.

**2. Limit of Coverage**

The most we will pay for loss in any one **occurrence** is the applicable Limit of Coverage shown in the Declarations.

**3. Deductible**

We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible

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Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. This provision does not apply to legal expenses paid under the Coverage Extension.

4. **Additional Exclusion, Conditions and Definitions**

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is also subject to the following:

a. **Additional Exclusions:**

**Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal acts committed by any of your **employees**, directors or trustees

- i. Whether acting alone or in collusion with other persons; or
- ii. Whether while performing services for you or otherwise.

b. **Additional Conditions:**

- i. **Facsimile Signatures:** We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- ii. **General Amendments:** As respects this Coverage Form, the words **covered property** in the Crime General Provisions Form means Covered Instruments.
- iii. **Proof of Loss:** You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- iv. **Territory:** We will cover loss you sustain anywhere in the world.  
The Territory General Condition does not apply to this Coverage Form.

c. **Additional Definition:**

**Occurrence** means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

D. MONEY AND SECURITIES

1. **Coverage**

We will pay for loss of **covered property** resulting directly from the Covered Causes of Loss.

a. **Section 1. – Inside the Premises**

- i. **Covered Property:** Money and securities inside the **premises** or a banking premise.
- ii. **Covered Causes of Loss**
  - aa. Theft
  - bb. Disappearance
  - cc. Destruction
- iii. **Coverage Extensions**
  - aa. **Containers of Covered Property:** We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the **premises** resulting directly from an actual or attempted:
    - I. theft of; or
    - II. the unlawful entry into those containers.
    - III. **Premises Damages:** We will pay for loss from damage to the **premises** or its exterior resulting directly from an actual or attempted theft of **Covered Property** if you are the owner of the **premises** or are liable for damage to it.

b. **Section 2. – Outside the Premises**

- i. **Covered Property:** Money and securities outside the **premises** in the care and custody of a messenger.
- ii. **Covered Causes of Loss**
  - aa. Theft

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- bb. Disappearance
- cc. Destruction
- iii. **Coverage Extension**

**Conveyance of Property by Armored Motor Vehicle Fund:** We will pay for loss of **covered property** resulting directly from the Covered Cause of Loss which outside the **premises** in the care and custody of an armored motor vehicle Fund.

But, we will pay only for the amount of loss that you cannot recover:

- I. under your contract with the armored motor vehicle Fund; and
- II. from any coverage or indemnity carried by, or for the benefit of customers of, the armored motor vehicle Fund.

2. **Limit Of Coverage**

The most we will pay for loss in any one **occurrence** in the applicable Limit shown in the **Declarations**.

3. **Deductible**

We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the **Declarations**. We will then pay the amount of loss in excess the Deductible Amount, up to the Limit of Coverage. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

4. **Additional Exclusions, Conditions & Definitions:** In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

a. **Additional Exclusions:** We will not pay for loss as specified below:

- i. **Accounting or Arithmetical Errors or Omissions:** Loss resulting from accounting or arithmetical errors or omissions.
- ii. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your **employee**, directors, trustees or authorized representatives:
  - aa. acting alone or in collusion with other persons; or
  - bb. while performing services for you or otherwise.
- iii. **Exchange or Purchase:** Loss resulting from the giving or surrendering of property in any exchange or purchase.
- iv. **Fire:** Loss from damage to the **premises** resulting from fire however caused.
- v. **Money Operated Devices:** Loss of property contained in any **money** operated device unless the amount of **money** deposited in it is recorded by a continuous recording instrument in the device.
- vi. **Transfer or Surrender of Property**
  - aa. Loss of Property after it has been transferred or surrendered to a person or place outside the **premises** or **banking premises**:
    - I. On the basis of unauthorized instructions; or
    - II. As a result of a threat to do:
      - aaa. bodily harm to any person; or
      - bbb. damage to any property.
  - bb. But, this exclusion does not apply under **Coverage, Section 2** to loss of **covered property** while outside the **premises** or **banking premises** in the care and custody of a messenger if you:
    - I. had no knowledge of any threat at the time the conveyance began; or
    - II. had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

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vii. **Vandalism:** Loss from damage to the premises or its exterior or to containers of covered property by vandalism or malicious mischief.

viii. **Voluntary Parting of Title to or Possession of Property:** Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

a. **Additional Conditions**

**Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, **covered property** involves a violation of law, you must notify the police.

b. **Additional Definitions**

i. **Banking premises** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

ii. **Messenger** means you, any of your partners or any **employee** while having care and custody of the property outside the **premises**.

iii. **occurrence** means an:

aa. act or series of related acts involving one or more persons; or

bb. act or event, or a series of related acts or events not involving any person.

iv. **Premises** means the interior of that portion of any building you occupy in conducting your business.

v. **Theft** means any act of stealing.

5. **Computer Fraud**

a. **Coverage**

We will pay for loss of and loss from damage to, **covered property** resulting directly from the Covered Cause of Loss.

i. **Covered Property: Money, Securities and Property other than money and securities.**

ii. **Covered Cause of Loss: Computer Fraud.**

b. **Limit Of Coverage**

The most we will pay for loss in any one **occurrence** is the applicable Limit of Coverage shown in the Declarations.

c. **Deductible**

We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage.

d. **Additional Exclusions, Conditions And Definitions:** In addition to the provisions in the Crime General Provisions Form this Coverage Form is subject to the following:

i. **Additional Exclusions:** We will not pay for the loss as specified below:

aa. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your **employees**, directors, trustees or authorized representatives:

I. Acting alone or in collusion with other persons; or

II. While performing services for you or otherwise.

bb. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

I. An inventory computation; or

II. A profit and loss computation.

ii. **Additional Conditions**

aa. **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, **covered property** involves a violation of law, you must notify the police.

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bb. **Special Limit of Coverage for Specified Property:** We will only pay up to \$1,000 for any one occurrence of loss of, or loss from damage to, manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

iii. **Additional Definitions**

- aa. **Banking premises** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- bb. **Computer Fraud** means theft of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the **premises** or **banking premises** to a person (other than a messenger) outside those **premises** or to a place outside those **premises**.
- cc. **Messenger** means you, any of your partners or any **employee** while having care and custody of the property outside the **premises**.
- dd. **Occurrence in Section II – Crime;** means all loss whether
  - I. caused by one or more persons; or
  - II. involving a single act or series of related acts.
- ee. **Premises** means the interior of that portion of any building you occupy in conducting your business.
- ff. **Theft** means any act of stealing.

## GENERAL LIABILITY COVER, SECTION III

### **A. COVERAGES: BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, ADVERTISING INJURY, LAW ENFORCEMENT LIABILITY AND EMPLOYEE BENEFITS INJURY LIABILITY**

#### 1. COVERAGE AGREEMENT

A. We will pay on behalf of the **member** all sums which the member shall become legally obligated to pay as damages because of **bodily injury, property damage, personal injury, advertising injury, law enforcement activities (only if Law Enforcement Liability coverage is purchased as part of this policy and denoted in Declarations page; if a separate premium is not charged and paid for Law Enforcement Liability on the Declarations page for this coverage, then Law Enforcement Activities are not covered hereunder.)** or **wrongful act or employee benefits injury** to which this Coverage Document applies. We will have the right and duty to defend any **claim or suit** seeking those damages. However, we will have no duty to defend the **member** against any **claim or suit** seeking damages for any injury or damage to which this Coverage Document does not apply. We may at our discretion investigate any occurrence or **offense** and settle any such **claim or suit** that may result. But:

1. The amount we will pay for damages is limited to the amount described the **Declarations**; and
2. The amount we will pay for damages is limited to the amount applicable under Mississippi §§ 11-46-15 et seq.; and
3. Our right and duty to defend end when we have used up the applicable Limit of Coverage in the payment of damages. This includes **claims** and suits pending at the time the applicable Limit of Coverage is exhausted and those filed thereafter.

No obligation to pay **claim expenses** or any other liability to pay sums or performs acts or services are covered unless explicitly provided for under the Supplementary Payments section of this Coverage Document.

B. This Coverage Document applies to **bodily injury, property damage, personal injury, advertising injury, and employee benefits injury** only if:

1. a. The **bodily injury or property damage** is caused by an occurrence that takes place in the **coverage territory**; and  
b. The **bodily injury or property damage** occurs during the **coverage period**;
2. a. The **personal injury, advertising injury or employee benefits injury** is caused by an **offense committed in the coverage territory**; and  
b. The **offense** is committed during the coverage period.

C. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

#### 2. EXCLUSIONS

This coverage does not apply to:

A. **Bodily injury or property damage** expected or intended from the standpoint of the **member**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property; or to the administration of corporal punishment.

B. **Bodily injury or property damage** for which the **member** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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1. That the **member** would have in the absence of the contract or agreement; or
2. Assumed in a contract or agreement that is a **covered contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a **covered contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the **member** are deemed to be damages because of the **bodily injury** or **property damage**, provided:
  - a. Liability for such party for, or for the cost of, that party's defense has also been assumed in the same **covered contract**, and
  - b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this coverage applies are alleged.

C. **Bodily injury** or **property damage** for which any **member** may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

This exclusion applies even if the **claim** against any **member** alleges negligence or other wrongdoing in (a) the supervision, hiring, employment, training or monitoring of others by that **member** or (b) providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

D. Any obligation of the **member** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

E. **Bodily injury** to:

1. Any **leased worker** arising out of and in the course of performing work or services relating to the conduct of the **member's** business; or
2. Any **employee** of the **member**, arising out of or in the course of employment by the **member**, or in the case of a joint venture or partnership, any **member**, except with respect to the rendering or failure to render medical, first aid or paramedical services to **leased workers** or **employees** of the **member** by any nurse, emergency medical technician, or paramedic who is employed by the **member** to provide such services, but only if the **member** is not engaged in the business or occupation of providing such services.
3. The spouse, child, parent, brother or sister of that **leased worker** or **employee** as a consequence of (1) or (2) above.

This exclusion:

- a. Applies whether the **member** may be liable as employer or in any other capacity;
- b. Applies to any obligation to share damages or repay someone else who must pay damages because of the injury;
- c. Applies to any liability assumed by the **member** with respect to leased workers, even if under a **covered contract**,
- d. Does not apply to any other liability assumed under a covered contract.

F. **Bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

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1. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **member**;
  2. At or from any premises, site or location which is or was at any time used by or for any **member** or others for the handling, storage, disposal, processing or treatment of waste;
  3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **member** or any person or organization for whom you may be legally responsible;
  4. At or from any premises, site or location on which any **member** or any contractors or subcontractors working directly or indirectly on any **member's** behalf are performing operations;  
Paragraph (4) will not apply to the application of Pesticides or Herbicides on the Member premises by the Member's **employees**, if the operation meets all standards of any statute, ordinance, regulation, or license requirement of any federal, state or local government which apply to those operations.
  5. To the extent that any such **bodily injury or property damage** is included in the **products-completed operations hazard**;
  6. That are, or that are contained in any property that is:
    - a. Being transported or towed by, or handled for movement into, onto or from the covered **automobile**;
    - b. Otherwise in the course of transit by the **member**; or
    - c. Being stored, disposed of, treated or processed in or upon the covered **automobile**;
  7. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **member** for movement into or onto the covered **automobile**;
  8. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **automobile** to the place where they are finally delivered, disposed of or abandoned by the member.
- G. To any loss, cost or expense arising out of any:
1. Request, demand or order that any **member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  2. **Claim or suit** by or on behalf of a governmental authority 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 **pollutants**.
- H. **Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any **aircraft, automobile** or watercraft owned or operated by or rented or loaned to any **member**. Use includes operation and loading or unloading. This exclusion applies even if the claim against any **member** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **member**, if the occurrence that caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any **aircraft, automobile** or watercraft that is owned or operated by or rented or loaned to any **member**.

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft that is:
  - a. less than 51 feet long; and



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- b. not being used to carry persons or property for a charge.  
This exception applies to any person, who with your expressed or implied consent either uses or is responsible for the use of a watercraft.
- 3. Parking an **automobile** on, or on the ways next to, premises you own or rent, provided the **automobile** is not owned by or rented or loaned to you or the **member**;
- 4. Liability assumed under any **covered contract** for the ownership, maintenance, or use of watercraft under 51 feet in length; or
- 5. **Bodily injury** or **property damage** arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of **mobile equipment** (Section F).
- 6. **Aircraft** that is:
  - a. Hired, chartered or loaned with a paid crew; but
  - b. Not owned by any **member**.
- 7. This exception does not apply if the **member** has any other coverage for **bodily injury** or **property damage** liability that would also be covered by this exception, whether the other coverage is primary, excess, contingent or on any other basis. In that case, this exception does not provide any coverage. This exception does not apply to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
- I. **Bodily injury** or **property damage** arising out of:
  - 1. The transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any member; or
  - 2. The use of **mobile equipment** in, or while in practice for, a prearranged racing, speed or demolition contest or any stunting activity.
- J. **Bodily injury** or **property damage** due to war, whether declared or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.  
The following exclusion k. applies only to liability assumed under a contract or agreement;
- K. The following exclusion k. applies only to liability assumed under a contract or agreement;  
**Property damage** to:
  - 1. Property you own, rent or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
  - 2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of these premises;
  - 3. Property loaned to you;
  - 4. Personal property in the care, custody or control of the **member**; but this exclusion does not apply to **property damage** to borrowed equipment while not being used to perform operations at the jobsite. However, the coverage afforded by this exception is excess over any other property coverage (including any deductible portion thereof) available to the **member** whether primary, excess, contingent or on any other basis.
  - 5. That particular part of real property on which you or any contractors or sub contractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
  - 6. That particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3), (4) and (6) do not apply to the use of elevators. However, any such coverage afforded shall be excess over any property coverage (including any deductible) available to the **member**, and 4. Other Coverage Condition is changed accordingly.

L. **Property damage to your product** arising out of it or any part of it.

M. **Property damage to your work** arising out of it or any part of it and included in the products completed hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

N. Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

1. A delay or failure by any **member** or anyone acting on the **member's** behalf to perform a contract or agreement in accordance with its terms; or
2. The failure of **your product** or **your work** to meet the level of performance, quality, fitness or durability warranted or represented by you or on your behalf.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use by any person or organization other than the **member**.

O. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **Your product;**
2. **Your work;** or
3. Any property of which **your product** or **your work** forms a part; if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Exclusions C. through O. do not apply to damage by fire, lighting, or explosion to premises rented to you. A separate Limit of Coverage applies to this coverage as described in E. Limits of Coverage.

P. **Personal injury or advertising injury**

1. Arising out of oral or written publication of material, if done by or at the direction of the **member** with knowledge of its falsity;
2. Arising out of oral or written publication of material whose first publication took place before the beginning of the **coverage period**;
3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent or knowledge of the member; or
4. For which the **member** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that **member** would have in the absence of the contract or agreement.

Q. **Advertising injury** arising out of:

1. Breach of contract, other than misappropriation of advertising ideas under an implied contract;
2. The failure of goods, products or services to conform with advertised quality or performance;
3. The wrong description of the price of goods, products or services; or
4. An **offense** committed by a **member** whose business is advertising, broadcasting, publishing or telecasting.

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- R. **Bodily injury, property damage, personal injury, advertising injury, or employee benefits injury arising out of any actual or alleged:**
1. Refusal to employ, or
  2. Termination of employment, or
  3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or any other employment-related acts, omissions, or policies. This exclusion applies whether the **member** may be held liable as an employer or in any other capacity. In addition, this exclusion applies to any obligation to share damages or repay someone else who must pay damages because of any of the actions described in (1) through (3) above.  
With respect to **personal injury** in the conduct of law enforcement operations, this exclusion shall not apply.
- S. To any damages, judgments, settlements, loss, costs or expenses that:
1. May be awarded or incurred by reason of any **claim** or **suit** alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the **asbestos hazard**; or
  2. Arise out of any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an **asbestos hazard**;
  3. Arise out of any **claim** or **suit** for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an **asbestos hazard**.
- As used in this exclusion, **asbestos hazard** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- T. **Employee benefit injury** that arises out of:
1. Any dishonest, fraudulent, criminal or malicious act or out of libel, slander, discrimination or humiliation;
  2. The failure of any investment or savings program to perform as represented by any **member**;
  3. Advice given by any **member** to an **employee** to participate or not participate in any **employee benefit program**;
  4. The failure of any person or organization to perform any obligations or to fulfill any guarantees with respect to:
    - a. The payment of benefits under **employee benefit programs**, or
    - b. The providing, handling or investment of funds related thereto;
  5. The investment or non-investment of funds or performance of any investment;
  6. Errors in providing information on the past performance of investments;
  7. Legal or investment advice given to an **employee** or his or her beneficiaries;
  8. Any insufficiency of funds to meet any obligations under **employee benefit programs**;
  9. Any loss that results from the termination of **employee benefit programs**; or
  10. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- U. Liability arising out of or in connection with a **member's** activities as:
1. An officer, director, partner, trustee or **employee** of a pension, welfare, profit sharing, mutual or investment **Fund** or trust, or any related financial concerns; or
  2. A fiduciary under the Employee Retirement Income Security Act of 1974 and any amendments thereof or any regulation or orders pursuant thereto.
- V. Any injury or damage arising out of the purchase, sale, marketing, issuance or retirement of bonds or other debt instruments by any **member**.
- W. Any injury or damage arising out of the rendering of or failure to render:

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1. medical, surgical, dental, pharmacy, psychiatry or x-ray services or the provision of food or beverages in connection with such services;
2. any service or treatment conducive to health of a professional nature; or
3. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This exclusion does not apply to **bodily injury** that arises from the rendering or failure to render:

1. Incidental medical services or first aid (including transportation), at the scene of an accident or injury, by any **member** not regularly engaged in the medical profession; or
  2. Medical services (including transportation) that are preventative in nature and do not require advanced medical diagnosis as provided by nurses, aides and athletic trainers employed by the **member** while in the course of their employment as such
- X. **Personal injury** or **advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- Y. **Personal injury** or **advertising injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
1. The Telephone Consumer Protection Act, including any amendments;
  2. The CAN-SPAM Act of 2003, including any amendments;
  3. The Fair Credit Reporting Act and any amendments to such law, including the Fair and Accurate Credit Transactions Act; or
  4. Any federal, state or local law that addresses, prohibits or limits the printing, dissemination, disposal, collection, recording, sending, transmission, communication or distribution of any material or information.
- Z. Any **Cyber Security Event**.
1. For purposes of this exclusion the following terms have the following meanings:
  2. "**Computer System**" means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
    - a. operated by and either owned by or leased to any **Member**; or
    - b. operated by a third party service provider and used to provide hosted computer application services to the **Member** or for processing, maintaining, hosting or storing the **Member's** electronic data pursuant to a written contract with the **Member** for such services.
  3. "**Cyber Security Event**" means:
    - a. the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **Personal Information** in the care, custody or control of the **Member** or for which the **Member** is legally responsible; or
    - b. a violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.
  4. "**Personal Information**" means an individual's name in combination with one or more of the following:
    - a. information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
    - b. medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
    - c. the individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated

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- security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;
- provided, however, **Personal Information** does not include information that is lawfully available to the public, including without limitation information lawfully available from any **Member** or any local, state, federal or foreign governmental entity.

AA.If **member** has selected Law Enforcement liability coverage on a "claims made" basis all Law Enforcement activities and **Wrongful Acts** are excluded under this coverage. A separate "claims made" Law Enforcement Coverage form will be endorsed to this policy

## ***B. MEDICAL PAYMENTS COVERAGE (OPTIONAL)***

### **1. COVERAGE AGREEMENT**

- A. If a Limit of Coverage for this coverage is indicated in the Declarations, we will pay medical expenses as described below for **bodily injury** caused by an accident:
  1. On premises you own or rent;
  2. On ways next to premises you own or rent;
  3. Because of your operations;provided that:
    - a. The **accident** takes place in the **coverage territory** and during the **coverage period**;
    - b. The expenses are incurred and reported to us within three years of the date of the accident; and
    - c. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- B. We will make these payments regardless of the fault up to the amount set forth in the Declarations under Medical Payments. We will pay reasonable expenses for:
  1. First aid at the time of the accident;
  2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  3. Necessary ambulance, hospital, professional nursing and funeral services.

### **2. EXCLUSIONS**

We will not pay expenses for **bodily injury**:

- A. To any **member**.
- B. To a person hired to do work for or on behalf of any **member** or tenant of any **member**.
- C. To a person injured on that part of premises you own or rent that the person normally occupies.
- D. To a person, whether or not an **employee** of any **member**, if benefits must be provided under a workers' compensation or disability benefits law or a similar law.
- E. Included within the **products-completed operations hazard**.
- F. Otherwise excluded under this Coverage Document.
- G. Due to war, whether declared or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

### **C. SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any **suit** against a **member** we defend:

4. All **claim expenses**.

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5. Up to \$1,000 for the cost of bail bonds required because of **accidents** or traffic law violations arising out of the use of any vehicle which this Coverage Document applies. We do not have to furnish these bonds.
6. The cost of bonds to release attachments, but only for bond amounts within the Limit of Coverage. We do not have to furnish these bonds.
7. All reasonable expenses incurred by the **member** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$250 per day because of time off from work.
8. All costs taxed against the **member** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **member**.
9. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Coverage.

Any amounts paid under 1. through 6. above will not reduce the limits of liability.

**D. WHO IS COVERED**

For the purposes of the General Liability Cover, each of the following is a covered **member**:

- A. **The Named Member**
- B. Any commission, board, authority, administrative department or other similar unit operated by or under your jurisdiction within the scope and course of duties as authorized by you.
- C. Your **employees** and authorized volunteers, but only for acts within the scope of their employment or as authorized by you. However, none of the **employees** or authorized volunteers is a **member** for:
  1. **Bodily injury** or **personal injury** arising out of providing or failing to provide professional health care services, but only if the **employee** or volunteer is licensed as a physician, dentist or psychiatrist; or
  2. **Property damage** to property owned or occupied by or rented or loaned to that **employee** or volunteer
- D. Any duly elected or appointed officials and **members** of your governing body within the scope and course of duties as authorized by you.
- E. Any person or organization with whom you agreed, pursuant to a written **covered contract**, to provide coverage such as is afforded under this Coverage Document, but only with respect to your operations, **yourwork**, or facilities owned or used by you.
  1. This provision applies only:
    - a. If the injury or damage occurs subsequent to the execution of such covered contract; and
    - b. While such covered contract is in force, or until the end of the **coverage period**, whichever is earlier; and
    - c. To any person or organization not a **member** under any endorsements forming a part of this Coverage Document.
  2. In addition to the foregoing, none of the following are **members**:
    - a. Lessors of equipment with respect to injury or damages arising out of such lessor's sole negligence;
    - b. Owners, managers, or lessors of land or premises, with respect to;
      - i. Any **occurrence** or **offense** which takes place after you cease to lease such land, or you cease to be a tenant of that premises; or
      - ii. Structural alterations, new construction or demolition operates performed by or on their behalf.

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- F. With respect to the operation, for purpose of locomotion upon a public highway, of **mobile equipment** registered in you name under any motor vehicle registration law, any person is a **member** while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also a **member**, but only with respect to liability arising out of the operation of the equipment, and if no other coverage of any kind is available to that person or organization for this liability.

However, no person or organization is **member** with respect to:

1. **Bodily injury** to a co-employee of the person driving the equipment; or
2. **Property damage** to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is a **member** under this provision.

**E. LIMITS OF COVERAGE**

- A. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. **Members;**
  2. **Claims** made or **suits** brought;
  3. Persons or organizations making claims or bringing **suits** or
  4. Coverages under which damages are covered under this Coverage Document. In the event that more than one coverage applies to the same **claim** or **suit** brought against any **member**, our total liability for all damages with respect to such **claim** or **suit** shall not exceed the highest Limit of Coverage under such coverages.
- B. The limits shown per **occurrence** and in the aggregate annually for **occurrences** not subject to the Tort Act means **claims** or **occurrences** for which MS Statute 11-46-15 et seq. of the Mississippi Code does not apply.
- C. The **General Aggregate** Limit is the most we will pay for damages in any one annual period for the sum of damages arising from **advertising injury, personal injury or products-completed operations hazard**.
- D. The Fire Legal Liability Limit is the most we will pay for damages because of **property damage** to premises rented to you arising out of any one **occurrence** caused by fire, lightning or explosion. The Fire Legal Liability Limit is:
1. \$500,000; or
  2. the amount shown in the Declarations for the Fire Legal Liability Limit.
- E. The Medical Payments per person Limit shown in the Declarations is the most we will pay under medical payments cover for all medical expenses because of **bodily injury** sustained by any one person. The Medical Payments annual aggregate is the most we will pay under medical payments cover for all medical expenses in one annual period.
- The Limits of Liability of this Coverage Document apply separately to each annual portion of the **coverage period**. If this **coverage period** is extended after issuance for an additional period of less than a year, such additional period will be deemed part of the preceding **coverage period** for purposed of determining the Limits of Coverage.
- F. **Non-Pyramiding of Limits:**
- If a **Claim** is made or **Loss** incurred for which coverage is afforded under this Policy and any other policy or policies underwritten by the Fund or any affiliate thereof, to the **Named Member**, or to any public entity or political subdivision:
1. which shares an operational budget with the **Named Member**;
  2. which receives its funding or budget from the same tax base as the **Named Member**;
  3. operates or has jurisdiction over the **Named Member** or which is operated by or under the jurisdiction of the **Named Member**;

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4. which participates, directly or indirectly, in any multi-jurisdictional partnership, authority, joint venture, task force, law enforcement endeavor, penal institution or other multi-jurisdictional organization or arrangement of any type involving law enforcement or correctional officers or personnel of such public entity or political subdivision and the **Named Member**;
5. which is party to a **Member Contract** with the **Named Member**; or
6. for which a **Member** performs **Off-Duty Activities**;

then the maximum amount payable in the aggregate under this Policy, and all such other policies, shall not exceed the single highest Limit of Liability available under all such policies.

Only one retention or deductible shall apply, which shall be retention or deductible corresponding to the Limit of Liability applied to the **Loss** or **Claim**.

**F. DEFINITIONS** These Definitions apply throughout this Coverage Document, regardless of Section:

**A. Accident** – an unplanned, unexpected and undersigned (not purposefully caused) event which occurs suddenly and causes personal injury or loss.

**B. Administration** - means such as the following as you have authorized:

1. Giving counsel to your employees or their dependents and beneficiaries, with respect to interpreting the scope of your employee benefits program or their eligibility to participate in such programs;
2. Handling such records in connection with employee benefits programs; or
3. Starting or stopping any employee's participation in your employee benefits programs; provided all such acts are authorized by you.

**C. Advertising Injury** - means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products, or services:

1. Oral or written publication of materials that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of materials that violates a person right of Privacy;
3. Misappropriation of advertising ideas or styles of doing business, or
4. Infringement of copyright, title, or slogan.

**D. Aircraft** - Includes but not limited to, heavier-than-air flying vehicles, helicopters, gliders, missiles, spacecraft, and any aerial vehicle that is not controlled by a person form within the or on the aerial vehicle.

**E. Asbestos Hazard** - means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**F. Automobile** - or auto means a land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment. But automobile and auto does not include mobile equipment.



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**G. Bodily Injury** - means bodily injury, sickness or disease sustained by a person, including mental anguish or death from any of these.

**H. Claim** - means a demand received by a member for damages alleging injury or damages to persons or property including the institution of a suit for such damages against a member.

**I. Claim Expense** - means all expenses incurred by:

1. Us; or
2. The member with our written consent with respect to the investigation or defense of claims or suits;
3. Claim expense does not include:
  - a. salaries of our or your employees;
  - b. claim expenses are not damages

**J. Coverage Period** - means the period beginning with inspection date shown in the Declarations and ending with the earlier of:

1. The date of cancellation of this Coverage Documents; or
2. The expiration date shown in the Declarations.

**K. Coverage Territory** - means all parts of the world if the member's responsibility to pay damages is determined in a suit on merits in the United States (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

**L. Covered Contracts** - means

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connect with work for a municipality.
5. An elevator maintenance agreement;
6. That part of any other contracts or agreement pertaining to your business (including an indemnification of a municipality in connection with work preformed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization; or
7. Another contract that we agree to cover by endorsement to the Coverage Document.
8. A Covered Contract does not mean included that part of any contract or agreement:
  - a) That indemnifies an architect, engineer or surveyor for injury or damages arising out of:
    - i) Preparing, approving or failing to approve maps, drawings, opinions, reports surveys, change orders, designs or specifications; or
    - ii) Giving directions or instruction, or failing to give them, if that is the primary cause of the injury or damage.

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- b) Under which the member, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the member's rendering failure to render professional; service, including those listed in (1) above, and supervisory, inspection or engineering services.
- c) Under which the member assumes liability for serving or furnishing alcoholic beverages.

**M. Cyber Security Event - means:**

- a) the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic personal information in the care, custody or control of the member or for which the member is legally responsible; or
- b) a violation or failure to the security of a complete system, including but not limited to unauthorized access, unauthorized use, a denial of services attack or receipt or transmission of malicious code.

**N. Declarations** - the page or pages captioned "Declaration: which describes the member, Limits of Liability, types of coverage selected by the member and premiums attributable to each such coverage.

**O. Employee** - Any person hired by the named member to perform duties exclusively for the named member on a fully time basis, meaning a person who works 40 hours per week for the named member, who is subject to the supervision and control of the named member.

- a) Employee Includes a leased worker,
- b) Employee does not include a temporary worker

**P. Employee Benefit Injury** - means injury that occurred during the coverage period and arises out of any act, error or omission in the administration of your employee benefit program.

**Q. Employee Benefit Programs** - means a formal program or programs of employee benefits maintained in connection with your business or operation, such as but not limited to Group Life Coverage, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, provided that no one other than an employee may subscribe to such coverage or plans; and unemployment insurance, social security benefits, workers' compensation and disability benefits.

**R. Fund** - means the Mississippi Association of Supervisors Insurance Trust.

**S. General Aggregate Limit** - This is the most we will pay for damages in anyone annual coverage period.

**T. Law Enforcement Activities** - consist of any of the official activities or operations of the **Named Member's** sheriff's department or other public safety organization, other than a fire department, that enforces the law and protects persons or property, including

- a) ownership, maintenance or use of a premises in order to conduct law enforcement activities or operations, including ownership or operation of the **Named Member's** jails, penal institutions, or similar facilities;

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b) Providing first aid at the time of an accident, crime or medical emergency;

c) **Off Duty Activities** (if approved by the **Named Member's** sheriff's department or other public safety organization.

**U. Law Enforcement Wrongful Acts** - means any actual or alleged act, error or omission, neglect or breach of duty by an member.

1. Which arises out of and is committed during the course and scope of Law Enforcement Activities, or
2. Which arises out of the ownership, maintenance and use of Premises by the member for the purpose of conducting Law Enforcement Activities, and which result in personal injury, bodily injury or property damage.

**V. Leased Worker** - means an individual providing work to or for the benefit of the member under the member's direction or control, which work:

1. Related to the conduct of the member's business; and
  2. Is providing pursuant to an agreement with another person or organization.
- None of the following is a leased worker:
- a) A temporary worker;
  - b) An individual whose work is provided to or for the benefit of the member pursuant to a contract with a labor union; or
  - c) An employee of a service contractor.

For purpose of this definition:

- i. Temporary worker means an individual who is furnished to the member.
  - aa. To substitute on a temporary basis for an existing employee, who is temporarily not available; or
  - bb. To meet seasonal or short-term workload conditions.
- ii. Service Contractor means a person or organization who contracts to providing services to or for the benefit of the member, utilizing individuals
  - aa. Who are employees of that person or organization; and
  - bb. Whose direct work activities are generally under the control and direction of that person or organization.

**W. Loading and Unloading** - means the handling of property;

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, water craft or auto;
2. While it is in or on an aircraft, water craft, or auto; or
3. While it is being moved from an aircraft, water craft or auto to the place where it is finally delivery.

But loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, water craft or auto.

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**X. Loss** – is the injury or damage sustained by the member in un-sequence of the happening of one or more of the accidents or misfortunes against which the fund, in consideration of the premium, has undertaken to indemnify the member

**Y. Member** - means the person and entities identified as covered members in Section III. D. Who is covered.

**Z. Member Contract** – means a written mutual law enforcement assistance agreement or contract between the named member and another government entity or political subdivision under which named member assumes the tort liability of another government entity or political subdivision to pay for personal injury, bodily injury or property damage to a third party who is not a member. "Tort Liability," as used herein, means liability that would be imposed by law in the absence of any contract or agreement.

**AA. Mobile Equipment** - means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
2. Vehicles maintained for use solely on or next to premises you own or rent, but any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an auto and not mobile equipment, if the reason considering it mobile equipment is that it is maintained for use exclusively on streets or highways owned by you;
3. Vehicles that travel on crawlers treads
4. Vehicles weather self propelled or not, maintained primarily to provide mobility to permanently mounted.
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in a., b., c., or d., above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in a., b., c., or d., above maintained primarily for purpose other than the transportation of person or cargo.

However, self propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered auto:

- a. Equipment of at least 1,000 pounds gross vehicle weight, designed primarily for:
  - i. Snow removal;
  - ii. Road maintenance, but not construction or resurfacing; or

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- iii. Street Cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**BB. Named Member** - means the entity first named in the Declaration of the Coverage Document.

**CC. Non-Pyramiding of Limits** – If a claim is made or Loss incurred for which coverage is afforded under this policy and any other policy or policies underwritten by the Fun or any affiliate, to the named member, or to any public entity or political subdivision:

- a. which shares an operational budget with the named member
- b. which receives its funding or budgeting from the same tax base as the named member;
- c. operates or has jurisdiction over the named member or which is operated by or under the jurisdiction of the named member;
- d. which participates, directly or indirectly in any multi-jurisdictional partnership, authority, joint venture, task force, law enforcement endeavor, penal institution or other multi-jurisdictional organization or arrangement of penal institution or other multi-jurisdictional organization or personnel arrangement of any type involving law enforcement or correctional officer or personnel of such public entity or political subdivision and the name member;
- e. which is party to a member contract with the named member; or
- f. for which a member performs off-duty activities:
  - i) then the maximum amount payable in the aggregate under this policy, and all such policies, shall not exceed the single highest limit of liability available under all such policies.
  - ii) only one retention or deductible shall apply, which shall be retention or deductible corresponding to the limit of liability applied to the loss or claim.

**DD. Occurrence** - means, with respect to bodily injury or property damage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. Occurrence also means, with respect to law enforcement liability, an offense as described in the definition of personal injury.

**EE. Off Duty Activities** - are departmental approved, law enforcement-related, off duty activities or service performed by a member or employment of a member, for an entity other than the named member, as disclosed on the Application for this policy and for which member and employee comply with MS Statute (17-25-11).

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**FF. Offense** - means with respect to:

- a. Advertising Injury and offense described in the definition of advertising injury;
- b. Personal Injury, an offense described in the definition of personal injury;
- c. Employee Benefit Injury, an act, error or omission in the administration of your employee benefits program.

All advertising injury or personal injury arising out of the repeated publication or the same or similar material, regardless of the mode in which such material is communicated, shall be considered as arising solely out of one offense.

All employee benefits injury arising out of the same or similar act, error or omission shall be considered as arising solely out of one offense.

**GG. Personal Information** – name, address, telephone number, social security number and financial or non-public criminal information which can be readily associated with an individual.

**HH. Personal Injury** - means, injury, arising out of your business, other than bodily injury or advertising injury, arises out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy, or
6. In the conduct of your law enforcement operations, personal injury also mean injury, other than advertising injury, arising out of any of the offenses listed above, or out an of the following offenses:
  - a. Discrimination;
  - b. Humiliation;
  - c. False or improper service of process;
  - d. Violation of property rights; or
  - e. Violation of civil rights.
7. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**II. Property Damage** – any damage to property which required repair or which diminishes its value.

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**JJ. Service Contractor** - means a person or organization who contracts to providing services to or for the benefit of the member, utilizing individuals

- a. Who are employees of that person or organization; and
- b. Whose direct work activities are generally under the control and direction of that person or organization.

**KK. Sexual Abuse or Misconduct** - means any sort of non-consensual sexual contact to include making threats or taking advantage of victims not able to give consent.

**LL. Suit** - means a civil proceeding in which damages because of bodily injury, property damage, personal injury or advertising injury to which this Coverage Document applies are alleged.

Suits include:

- a. An arbitration proceed in which such damages are claimed and to which the member must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the member submits with our consent.

**MM. Temporary Worker** - means an individual who is furnished to the member.

- a. To substitute on a temporary basis for an existing employee, who is temporarily not available; or
- b. To Meet seasonal or short-term workload conditions.
  - i. Service Contractor means a person or organization who contracts to providing services to or for the benefit of the member, utilizing individuals
    - aa. Who are employees of that person or organization; and
    - bb. Whose direct work activities are generally under the control and direction of that person or organization.

**NN. Wrongful Acts** – means: An actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the member in the discharge of their duties, including but not limited to that injury to a person that results from any one or more of the following offenses: refusal to employ; termination of employment; demotion or failure to promote; negative evaluation; reassignment; discipline; defamation or humiliation based on discrimination directed at that person; coercing the person to commit and unlawful actor omission ( within the scope of employment); work-related sexual harassment; or other work-related harassment because of race, color, national origin, religion, gender, marital status, age, sexual orientation, physical or mental condition or any other protected class or characteristic.

**OO. Your Product** - means:

- 1. Any goods or product, other than real property, manufactured, sold, handled, distributed or disposed by
  - a. Your education institution;
  - b. Others trading under your name; or
  - c. A person or organization whose business or assets you have acquired;

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2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your Product** includes:

- a. Warranties or representations made at the time with respect to fitness, quality, durability, performance or use of product;
- b. The providing of failure to provide warning or instructions; but

**Your Product** does not include:

- a. Vending machines or other property rented to or located for the use of others but not sold.

**PP. Your Work** - means:

1. Work or operations performed by you on your behalf, and
2. Materials, parts or equipment furnished in connection with such work or operations.

**Your Work** included:

- a. Warranties or representation made at anytime with respect to the fitness, quality, durability, performance or use of your work; and
- b. The providing or failure to provide warnings or instructions.

### **G. NUCLEAR ENERGY LIABILITY EXCLUSION**

This Coverage Document does not apply:

**A. To bodily injury or property damage:**

1. With respect to which a **member** under the Coverage Document is also a **member** under a nuclear energy liability coverage document issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be a **member** upon any such coverage document but for its termination upon exhaustion of its Limit of Coverage; 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 **member** is, or had this Coverage Document not been issued, 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. Under Medical Payments Coverage, to expenses incurred by the member with respect to bodily injury** resulting from the hazardous properties of nuclear material and arising out of the operations of a nuclear facility by any person or organization.

**C. To bodily injury or property damage** resulting from the hazardous properties of nuclear material, if:

1. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, a **member** 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 a **member**; or
3. The **bodily injury or property damage** arises out of the furnishing by a **member** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations, or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.



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**B. AS USED IN THIS EXCLUSION:**

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; Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

Waste means any waste material (a) containing by-product material other than the tailing or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content and (b) resulting from the operation by any person or organization of any nuclear facility included in the first two paragraphs of the definition of nuclear facility.

Nuclear facility means:

- D. Any nuclear reactor;
- E. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- F. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain critical mass of fissionable material; **Property damage** includes all forms of radioactive contamination of property.

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## PUBLIC OFFICIALS LIABILITY COVER, SECTION IV

### A. COVERAGE

1. The Fund will pay, on behalf of the member, loss resulting a wrongful act commencing on or after the Retroactive Date shown in the Declarations and before the end of the coverage period if a claim for such loss is first made against the member during the coverage period or Optional Extension Period, if applicable, but:

The amount we will pay for any loss is limited to the amount applicable under Mississippi Statute 11-46-15 et seq.

2. The Fund has the right and duty to investigate, defend and conduct settlement negotiations in any claim or suit, if such claim or suit alleges a wrongful act covered under this coverage part. The Fund shall not be obligated to investigate, defend or conduct settlement negotiations on any claim reported to the Fund after the Limit of Coverage has been exhausted by payment of loss on other claims, or after the end of the coverage period or any approved extension thereof as shown by an endorsement attached to this coverage part.
  - a. The Fund shall select and engage defense counsel to defend claims or suits against the member. The member shall not engage counsel to defend any covered claim or suit, without consultation and approval by the Fund. Any counsel engaged by the member shall be at the member's expense.
  - b. The Fund shall not settle any claim under this coverage part without the consent of the member. Should the member refuse to consent to any settlement recommended by the Fund and elect to contest the claim, or continue any legal proceedings in connection with such claim, the Fund's liability for the claim shall not exceed the amount, if any, in excess of the member's deductible for which the claim could have been settled, or the applicable Limit of Coverage, whichever is less, plus the costs and expenses incurred with its consent up to the date of such refusal.
  - c. The member shall not admit liability for, nor make any voluntary statement, nor incur any costs or expenses in connection with any claim without the written consent of the Fund.

### B. DEFINITIONS

1. **Advertising injury** means: injury arising out of one or more of the following offenses committed in the course of advertising your goods, products, or services: Aircraft includes, but is not limited to, heavier-than-air flying vehicles, helicopters, gliders, missiles, spacecraft, and any aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or styles of doing business; or
  - d. Infringement of copyright, title, or slogan.
2. **Aircraft** includes, but is not limited to, heavier-than-air flying vehicles, helicopters, gliders, missiles, spacecraft, and any aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
3. **Application** means:
  - a. The application for this coverage part, and
  - b. The application(s), including any material submitted therewith, for all previous coverage documents issued by the Fund providing continuous coverage until

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the inception date of **this coverage part** together with any material submitted with the application for **this coverage part**, all of which shall be retained on file and deemed attached hereto as if physically attached hereto.

4. **Claim means:**
- a. Any written notice received by any **member** that a person or entity intends to hold such **member** responsible for a **wrongful act** through monetary damages, other than attorney fees alone; or
  - b. Any judicial or administrative proceeding initiated against any **member** seeking to hold such **member** responsible for a **wrongful act** through monetary damages, other than attorney fees alone, including any appeal therefrom.
5. **Coverage period** means the period from the effective date of **this coverage part** to the Expiration Date set forth in the Declarations, or its earlier cancellation or termination date, if any.
6. **Defense cost** means reasonable and necessary legal fees and expense incurred by any attorney designated by the **Fund** to defend the **members** and all other fees, costs, costs of attachment or similar bonds (but without any obligation on the part of the **Fund** to apply for or furnish such bonds) and expenses incurred by the **Fund** resulting from the investigation, adjustment, defense and appeal of a **claim**, but does not mean salaries, wages, overhead or benefits expenses of the **members**.
7. **Member** means the **Named Member** and the Board of Supervisors as an entity and all persons who were or are now Trustees, Directors and members of the Board individually but only while acting within the scope of the person's duties as such. **Member** shall also mean a former or present **employee** and volunteer of the **Named Member** but only while acting within the scope of the person's duties as such.
8. **Fund** means the **Mississippi Association of Supervisors Insurance Trust**.
9. **Interrelated wrongful acts** means **wrongful acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstance, situations, events or transactions.

**Loss** means damages and settlements; but does not include that portion of any multiplied damage award which exceeds the amount multiplied, criminal or civil fines, penalties imposed by law, taxes, matters deemed uninsurable under the law pursuant to which the Coverage Document shall be construed.

10. **Named Member** means the entity first named in the Declarations of this Coverage Document
11. **Personal injury** means injury, arising out of your operations, other than **bodily injury** or **advertising injury**, arising out of one or more of the following:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
12. **This coverage part** means relating to "Section IV – Public Officials Legal Liability" of the total Coverage Document.
13. **Wrongful act** means: An actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **member** in the discharge of their duties, including but not limited to that injury to a person that results from any one or more of the following offenses: refusal to employ; termination of employment; demotion or failure to promote; negative

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evaluation; reassignment; discipline; defamation or humiliation based on discrimination directed at that person; coercing the person to commit an unlawful act or omission (within the scope of employment); work-related sexual harassment; or other work-related harassment because of race, color, national origin, religion, gender, marital status, age, sexual orientation, physical or mental condition or any other protected class or characteristic.

### C. EXCLUSIONS

1. The Fund will not pay loss resulting from any **claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:...
  - a. Any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof;
  - b. **Personal injury and advertising injury**, however, this exclusion does not apply to employment related **wrongful acts**;
  - c. Any **wrongful act** of any fact, circumstance or situation which has been the subject of notice given to the member prior to the effective date of **this coverage part** under any prior coverage document or policy, or any other **wrongful act** whenever occurring, which, together with a **wrongful act** which has been the subject of such notice, would constitute **interrelated wrongful acts**;
  - d. Actual or alleged seepage, pollution or contamination of any kind. "Pollution" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
  - e. Any pension, profit sharing or employee benefit program existing in whole or in part for the benefit of any individual **member**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or any regulations promulgated thereunder) or similar provisions of any federal, state or local statutory law or common law;
  - f. Any **claim** for actual or alleged breach of contract. This exclusion shall not apply to any **claim** arising out of breach of an employment contract;
  - g. Any failure of the **member** to effect or maintain insurance;
  - h. Any **claim** seeking non-pecuniary relief. However, we will reimburse the **defense cost** for such a **claim** seeking non-pecuniary relief, including administrative hearings required by law, but will have no obligation to effect or pay for the costs to effect such relief if granted. Our reimbursement for each claim is limited to \$100,000 **per occurrence**, less any applicable deductible and subject to a \$100,000 annual aggregate. This sub-limit shall be part of the Limit of Coverage stated in the Declarations. Notice of potential claims for non-pecuniary claim reimbursement must be made at least 15 days prior to the beginning of any legal proceeding.
  - i. Any **claim** arising out of cost estimates being exceeded or for faulty preparation of bid specifications or plans, or injury to, destruction of or disappearance of any tangible property (including money) or the loss of use thereof.
  - j. Any **claim** arising out of the failure to supply a electric power, fuel or water or arising out the interruption of the power, fuel or water.
  - k. Any **claim** arising out of the ownership, maintenance, use or entrustment to others of any **aircraft** or other aerial, land or water vehicle.
  - l. Use includes operation and loading or unloading. This exclusion applies even if the claim against any **member** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **member**.

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- m. Wages or other employee compensation, overtime or similar **claims**, even if designated as liquidated damages, under any federal, state or local law or **claims** arising from collective bargaining agreements, awards or settlements.
3. The **Fund** shall not be liable to pay loss resulting from any **claim**:
- a. To the extent a **member** has any other existing, valid coverage document, coverage form or policies for a **wrongful act**, whether such other coverage is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any loss resulting from such **claim** is collectible or recoverable under such other coverage document, coverage form or policies; provided, however, this Exclusion shall not apply to the amount of loss which is in excess of the amount of any deductible and the Limit of Coverage of such other coverage document, coverage form or policies where such **claim** is not otherwise excluded by the terms of **this coverage part**, nor shall one member's other existing, valid coverage document, coverage form or policies for a **wrongful act** be imputed to any other **member**;
  - b. Brought about by, at the behest, or on behalf of the **Named Member**; provided, however, this Exclusion shall not apply to a derivative action brought totally independent of, and without the solicitation, assistance, participation or intervention of, the **Named Member**.
  - c. Brought about or contributed to in fact by any dishonest, fraudulent or criminal **wrongful act** of a **member**.
  - d. To the extent a **member** committed a **wrongful act** with actual knowledge of its illegality and with the sole illegal intent to cause harm to another, as determined in a final judgment by a court of last resort.
  - e. Based upon or attributable to a **member** gaining in fact any profit, remuneration, or advantage to which such **member** was not legally entitled.

For purposes of determining the applicability of Exclusions 2c, 2d and 2e, any **wrongful act** attributable to any individual **member** shall not be imputed to any other individual **member**.

**D. LIMITS OF LIABILITY**

1. The **Fund** shall be liable to pay one hundred percent (100%) of the loss in excess of the deductible up to the Limit of Coverage resulting from each **claim**, unless limited by Mississippi Statute 11-46-15 et seq.
2. The amount shown in Limit of Coverage of the Declarations shall be the maximum aggregate Limit of Coverage of the **Fund** for all loss under **this coverage part**, regardless of the number of **claims** made against the **members**.
3. The deductible, which shall be borne by the **member**, shall apply to each single **claim** pursuant to Clause G2.
4. **Defense costs** shall be in addition to the Limit of Coverage.
5. **Non-Pyramiding of Limits:**

If a Claim is made or Loss incurred for which coverage is afforded under this Policy and any other policy or policies underwritten by the Fund or any affiliate thereof, to the **Named Member**, or to any public entity or political subdivision:

- a. which shares an operational budget with the **Named Member**;
- b. which receives its funding or budget from the same tax base as the **Named Member**;
- c. operates or has jurisdiction over the **Named Member** or which is operated by or under the jurisdiction of the **Named Member**;

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- d. which participates, directly or indirectly, in any multi-jurisdictional partnership, authority, joint venture, task force, law enforcement endeavor, penal institution or other multi-jurisdictional organization or arrangement of any type involving law enforcement or correctional officers or personnel of such public entity or political subdivision and the **Named Member**;
- e. which is party to a **Member Contract** with the **Named Member**; or
- f. for which a **Member** performs **Off-Duty Activities**;

then the maximum amount payable in the aggregate under this Policy, and all such other policies, shall not exceed the single highest Limit of Liability available under all such policies.

Only one retention or deductible shall apply, which shall be retention or deductible corresponding to the Limit of Liability applied to the Loss or Claim.

#### E. SETTLEMENTS AND COOPERATION

1. The **Fund** has the right to negotiate the settlement of any **claim**, as it deems expedient whether within or above the deductible. If the **member** refuses to consent to any settlement recommended by the **Fund**, the **member** shall thereafter be obligated to negotiate or defend such **Claim** independently of the **Fund**. Subject to the Limit of Coverage, the **Fund's** liability for such **Claim** is limited to the amount in excess of the deductible which the **Fund** would have contributed to the settlement had the **member** consented to settlement plus **defense costs** covered by the Coverage Document incurred up to the date of such refusal to settle.
2. The **member** agrees to cooperate with the **Fund**, and to provide such assistance and information to the **Fund** or to a representative of the **Fund**, under oath if required, as may be reasonably requested by the **Fund**. The **member** further agrees to attend hearings, depositions, and trials and to assist the **Fund** in any way that the **Fund** may reasonably request. Upon the **Fund's** request, the **member** shall submit to examination and interrogation in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence obtaining the attendance of witnesses, giving written statements to the **Fund's** representatives and meeting such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Fund**. The **member** further agree not to take any action which may increase the **Fund's** exposure for **loss**.
3. The **member** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or appointment which the **member** may have, including the execution of such documents as are necessary to enable the **Fund** to bring suit in their name, and shall provide all other assistance and cooperation which the **Fund** may reasonably require.

The **Members** shall not demand or agree to arbitration of a **claim** without the written consent of the **Fund**. The **Members** shall not, except at personal cost, make any payment, admit any liability, settle any **claim**, assume any obligation, or incur any expense without the **Fund's** written consent.

#### F. NOTIFICATION

1. If during the **coverage period** or the **Optional Extension Period**, if applicable, any **claim** is made, the **member** shall, as a condition precedent to the **member's** rights under **this coverage part**, give the **Fund** written notice of any such **claim** as soon as possible.
2. If during the **coverage period** the **member** first becomes aware of a specific **wrongful act** and gives written notice to the **Fund** as soon as practicable of:
  - f. The specific **wrongful act**,
  - g. Any consequences which have or may result there from, and
  - h. The circumstances by which the **member** first became aware thereof.

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3. Then any **claim** not otherwise excluded by the terms of **this coverage part**, subsequently made arising out of such **wrongful act** shall be deemed for the purposes of **this coverage part** to have been made at the time such written notice was given.

#### G. GENERAL CONDITIONS

##### 1. Warranty Clause

It is warranted that the particulars and statements contained in the **application** are the basis of this coverage part and are to be considered as incorporated into and constituting a part of **this coverage part**. The **member** agrees:

- a. That statements in the **application** are their representations and are material to the acceptance of the risk assumed by the **Fund** under **this coverage part** and **this coverage part** is issued in reliance upon the truth of such representations; and
  - b. That **this coverage part** shall be deemed to be a series of individual contracts of coverage with the **member** and no statements made in the **application** of knowledge possessed by any individual **member** will be imputed to any other **individual member** for the purpose of determining coverage, but the knowledge possessed by the individual **member** who signs the **application** shall be deemed to be knowledge possessed by the **Named Member** for the purpose of determining coverage.
2. Interrelationship and Date of Claim Clause:
- More than one **claim** involving the same **wrongful act** or **interrelated wrongful acts** of one of more **member** shall be deemed to constitute a single **claim** and such single **claim** shall be deemed to have been made at the earlier of the following times:
- a. The time the earliest of any **claim** within such single **claim** was first made; or
  - b. The earliest time at which notice was given under any coverage document of coverage of any **wrongful act**.

#### H. OPTIONAL EXTENSION PERIOD

1. If the **Fund** refuses to renew **this coverage part**, then the **Named Member** shall have the right upon payment of an additional premium contribution calculated at eight-five percent (85%) of the total premium contribution for **this coverage part**, to an extension of the coverage granted by this coverage part with respect to any **claim** first made during a period of 365 days after the date upon which the **coverage period** ends, but only with respect to any **wrongful act** committed before the end of the **coverage period** and otherwise covered by **this coverage part**. This 365-day period shall be referred to in **this coverage part** as the Optional Extension Period.
2. The quotation of a different premium contribution and/or deductible and/or Limit of Coverage and/or terms and conditions for renewal does not constitute a refusal to renew for the purpose of this provision.
3. As a condition precedent to the right to purchase the Optional Extension Period, the total premium contribution of **this coverage part** must have been paid. The right to purchase the Optional Extension Period shall terminate unless written notice is given to the **Fund** within then (10) days after the effective date of cancellation, or, in the event of a refusal to renew, within ten (10) days after **the coverage period** ends, together with full payment of the premium contribution for the Optional Extension Period. If such notice and premium contribution is not so given to the **Fund**, the **Named Member** will not be able to exercise the right to purchase the Optional Extension Period at a later date.

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4. If the Optional Extension Period is purchased, the entire premium shall be deemed earned at its commencement and if the **Named Member** terminates the Optional Extension Period before its term, the **Fund** shall not be liable to return any portion of the premium paid for the Optional Extension Period.
5. The purchase of the Optional Extension Period shall not in any way increase the applicable Limit of Coverage set forth in the Declarations.

**I. SUBROGATION**

In the event of any payments under **this coverage part**, the Fund shall be subrogated to the extent of such payment to all of the **member's** rights of recovery against any person or entity, and the **member** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including executing such documents as are necessary to enable the **Fund** effectively to bring suit in their name, and shall provide all other assistance and cooperation which the **Fund** may reasonably require.

**J. ACTION AGAINST FUND**

1. No action shall lie against the **Fund** unless, as a condition precedent thereto, the **member** has fully complied with all of the terms of **this coverage part**, and the amount of the member's obligation to pay has been fully and finally determined either by judgment against them or by written agreement between the member, the claimant and the **Fund**.
2. Any person or organization or their legal representative who has secured such judgment or written agreement shall be entitled to be a receiver under **this coverage part** to the extent of the coverage afforded by **this coverage part**.
3. Nothing contained herein shall give any person or organization any right to join the **Fund** as a party to any **claim** against the **member** to determine the **member's** liability, and the **Fund** shall not be impeded by the **member** or the **member's** legal representative in any **claim**.

**K. ASSIGNMENT OF INTEREST**

Assignment of any interest under **this coverage part** shall not bind the **Fund** without its consent.

**L. ENTIRE AGREEMENT**

The member agrees that **this coverage part** embodies all agreements existing between them and the **Fund** or any of its agents relating to this coverage.

**M. SERVICE OF SUIT**

It is agreed that if the **Fund** fails to pay any amount claimed to be due under **this coverage part**, the **Fund**, at the request of the **member**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction.



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## AUTOMOBILE LIABILITY COVERAGE, SECTION V

### A. COVERED AUTOMOBILES

The following vehicles are covered for **bodily injury and property damage** liability within the **coverage period**:

- A. All **automobiles** owned or leased by the **Named Member** at coverage inception;
- B. All **automobiles** acquired or leased by the **Named Member** after the coverage inception until coverage expiration;
- C. Any **automobile** rented by the **Named Member**, or with authorization by an employee of the **Named Member**. Such coverage will be excess to any liability coverage provided by the renter;
- D. Any **automobile** you do not own while used with the permission of its owner as a temporary substitute for a covered **automobile** you own that is out of service because of its:
  1. Breakdown;
  2. Repair;
  3. Servicing;
  4. **loss**; or
  5. Destruction
- E. Any non-owned **automobile** used with authorization for the benefit of the **Named Member**. Such coverage will be excess to any liability coverage on the driver or the vehicle.

### B. COVERAGE

We will pay all sums a **member** legally must pay as damages because of **bodily injury or property damage** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered automobile subject to the limit and deductible listed in the Declaration, but:

The amount we will pay for damages is limited to the amount applicable under Mississippi Statute 11-46-15 et seq.

We will also pay all sums a **member** legally must pay as a **covered pollution cost or expense** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of covered automobiles. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury or property damage** to which this coverage applies that is caused by the same **accident**.

We have the right and duty to defend any **suit** asking for such damages or a **covered pollution cost or expense**. However, we have no duty to defend **suits** for **bodily injury or property damage** or a **covered pollution cost or expense** not covered by this Coverage Document. We may investigate and settle any claim or **suit** as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit has been exhausted by payment of judgments or settlements.

#### 1. WHO IS COVERED

The following are covered **members**:

- A. You for any covered **automobile**.
- B. Your **employee**, officer or Board member while acting within the scope of his or her employment, office or duties, or a volunteer operating under the direction of the **member**.
- C. Anyone else while using with your permission a covered **automobile** you own, hire or borrow except:

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6. The owner or anyone else from whom you hire or borrow a covered **automobile**. This exception does not apply if the covered **automobile** is a **trailer** connected to a covered **automobile** you own.
  7. Your volunteers if the covered **automobile** is owned by that volunteer or a **member** of his or her household.
  8. Someone using a covered **automobile** while he or she is working in a business of selling, servicing, repairing, parking or storing **automobiles** unless that business is yours.
  9. Anyone other than your **employees**, a lessee or borrower or any of their **employees**, while moving property to or from a covered **automobile**.
- D. Anyone liable for the conduct of a **member** described above but only to the extent of that liability.

## 2. COVERAGE EXTENSIONS

A. **Supplementary Payments:** In addition to the Limit of Coverage, we will pay for the **member**:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.
3. The cost of bonds to release attachments in any **suit** we defend, but only for bond amounts within our Limit of Coverage.
4. All reasonable expenses incurred by the **member** at our request, including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the **member** in any **suit** we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the member.
6. All interest on the full amount of any judgment that accrues after entry of the judgment in any suit we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.

B. **Out-of-State Coverage Extensions.**

While a covered **automobile** is away from the state where it is licensed we will:

1. Increase the Limit of Coverage for Liability Coverage to meet the limits specified by compulsory or financial responsibility law of the jurisdiction where the covered **automobile** is being used or \$1,000,000, whichever is higher. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
2. Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **automobile** is being used.

We will not pay anyone more than once for the same elements of **loss** because of these extensions.

## C. EXCLUSIONS

This coverage does not apply to any of the following:

### 1. EXPECTED OR INTENDED INJURY

**Bodily injury** or **property damage** expected or intended from the standpoint of the **member**.

### 2. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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- A. Assumed in a contract or agreement provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract agreement; or
- B. That the **member** would have in the absence of the contract or agreement.

### 3. WORKERS' COMPENSATION

Any obligation for which the **member** or the **member's** insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. EMPLOYEE INDEMNIFICATION AND EMPLOYER LIABILITY

**Bodily injury** to:

- F. An **employee** of the **member** arising out of and in the course of employment by the **member**; or
- G. That spouse, child, parent, brother or sister of the **employee** as a consequence of paragraph a. above.

This exclusion applies:

- 1. Whether the **member** may be liable as an employer or in any other capacity; and
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to **bodily injury** to domestic **employees** not entitled to workers' compensation benefits or to liability assumed by the **member** under a contract.

### 5. FELLOW EMPLOYEE

**Bodily injury** to any fellow **employee** of the **member** arising out of and in the course of the fellow **employee's** employment or the spouse, child, parent, brother or sister of that fellow **employee** as a consequence of **bodily injury** to that fellow **employee**.

### 6. CARE, CUSTODY OR CONTROL

**Property damage** to or **covered pollution cost or expense** involving property owned, or transported by the **member** or in the **member's** care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

### 7. HANDLING OF PROPERTY

**Bodily injury** or **property damage** resulting from the handling of property:

- 1. Before it is moved from the place where it is accepted by the **member** for movement into or onto the covered **automobile**; or
- 2. After it is moved from the covered **automobile** to the place where it is finally delivered by the **member**.

### 8. LOSS OF USE

Loss of use of other property not physically damaged if caused by:

- A. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- B. A defect, deficiency, inadequacy or dangerous condition in **your products** or **work you performed**. But this exclusion does not apply if the loss of use was caused by sudden and accidental damage to or destruction of **your products** or **work you performed** after they have been put to their intended use.

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9. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE OR MOBILE EQUIPMENT.

**Bodily injury or property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered **automobile**.

10. POLLUTION EXCLUSION APPLICABLE TO COVERED AUTOMOBILES  
**Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- A. That are, or that are contained in any property that is:
  - 1. Being transported or towed by, handled, or handled for movement into, onto or from, the covered **automobile**;
  - 2. Otherwise in the course of transit by or on behalf of the **member**; or
  - 3. Being stored, disposed of, treated or processed in or upon the covered **automobile**;
- B. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **member** for movement into or onto the covered **automobile**; or
- C. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **automobile** to the place where they are finally delivered, disposed of or abandoned by the **member**.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **automobile** or its parts, if:

- a. The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **automobile** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- b. The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

Paragraphs b. and c. above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to a **member** with respect to **pollutants** not in or upon a covered **automobile** if:

The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **automobile**; and

The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

11. POLLUTION EXCLUSION APPLICABLE GARAGE OPERATION – OTHER THAN COVERED AUTOMOBILES

**Bodily injury, property damage or loss, cost or expense** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.

- A. At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any **member**;

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- B. At or from any premises, site or location that is or was at any time used by or for any **member** or others for the handling, storage, disposal, processing or treatment of waste;
- C. At or from any premises, site or location on which any **member** or any contractors or subcontractors working directly or indirectly on any **member's** behalf are performing operations.
  - 1. To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the **pollutants**; or
  - 2. If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **member**, contractor or subcontractor.
- D. That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **member** or any person or organization for whom you may be legally responsible.

Loss, cost or expense means those resulting from any:

- 1. Request, demand or order that the **member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- 2. Claim or **suit** by or on behalf of a governmental authority 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 **pollutants**.

## 12. WAR

**Bodily injury or property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

## 13. WORK YOU PERFORMED

**Property damage to work you performed** if the **property damage** results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

## **D. GARAGE KEEPERS COVERAGE**

### 1. COVERAGE

- A. We will pay all sums the **member** legally must pay as damages for **loss** to a customer's automobile or customer's **automobile** equipment left in the **member's** care while the **member** is attending, servicing, repairing, parking or storing it in your garage operations subject to the limit of \$75,000 per occurrence and the general liability deductible in the Declaration.
- B. We will have the right and duty to defend any **member** against a **suit** asking for these damages. However, we have no duty to defend any **member** against a **suit** seeking damages for **loss** to which this coverage does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Coverage for that coverage has been exhausted by payment of judgments or settlements.
- C. **Who Is Covered**  
The following are covered for **loss** to customer's **automobiles**.
  - 3. You.
  - 4. Your **employee** and board members or and authorized volunteers while acting within the scope of their duties as such.

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**2. COVERAGE EXTENSIONS**

Supplementary Payments. In addition to the Limit of Coverage, we will pay for the **member**:

- A. All expenses we incur.
- B. The costs of bonds to release attachments in any **suit** against any **member** we defend, but only for bond amounts within our Limit of Coverage.
- C. All reasonable expenses incurred by the **member** at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- D. All costs taxed against the **member** in any **suit** against any **member** we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **member**.
- E. All interest on the full amount of any judgment that accrues after entry of the judgment in any **suit** against any **member** we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Coverage.

**3. EXCLUSIONS**

- A. This coverage does not apply to any of the following:
  1. **Contractual Obligations**
    - a. Liability resulting from any agreement by which the **member** accepts responsibility for loss.
  2. **Theft**  
Loss due to theft or conversion, caused in any way by you or your **employees**.
  3. **Defective Parts**
    - a. Defective parts or materials.
  4. **Faulty Work**  
Faulty work you performed.
- B. We will not pay for loss to any of the following:
  1. Tape decks or other sound reproducing equipment unless permanently installed in a customer's **automobile**.
  2. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
  3. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the customer's **automobile** manufacturer for the installation of a radio.
  4. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

**4. LIMIT OF COVERAGE AND DEDUCTIBLE**

- A. Regardless of the number of customer's **automobiles**, covered individuals, annual premium contributions paid, claims made or **suits** brought, the most we will pay is \$75,000 for any occurrence.
- B. Only one deductible will be collected for all loss in any one event caused by theft or mischief or vandalism.
- C. Sometimes to settle a claim or **suit**, we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion of the deductible that we paid.
- D. The automobile liability deductible listed for owned/leased vehicles on the Declarations will apply.

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5. ADDITIONAL DEFINITIONS

- A. Customer's **automobile** means a customer's land motor vehicle or trailer or semi trailer. This definition also includes any customer's **automobile** while left with you for service, repair, storage or safekeeping. Customers include your **employees**, and **members** of their households who pay for services performed.
- B. **Loss** means direct and accidental loss or damage and includes any resulting loss of use.
- C. **Garage operations** means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing customer's **automobiles** and that portion of the roads or other accesses that adjoin these locations. **Garage Operations** also include all operations necessary or incidental to the performance of a garage business.
- D. **Work you performed** includes work that someone performed for you.

***E. AUTOMOBILE MEDICAL PAYMENTS COVERAGE (OPTIONAL)***

1. COVERAGE

If a Limit of Coverage for this Coverage is listed in the Declaration, we will pay reasonable expenses incurred for necessary medical and funeral services to or for a **member** who sustains **bodily injury** caused by **accident**. We will pay only those expenses incurred, for services rendered within three years from the date of the **accident**.

2. WHO IS COVERED

For purposes of this Automobile Medical Payments Cover, a **member** means anyone **occupying** a covered **automobile** or a temporary substitute for a covered **automobile**. For coverage under a temporary substitute, the covered **automobile** must be out of service because of its breakdown, repair, servicing, loss or destruction.

3. EXCLUSIONS

This automobile medical payments cover does not apply to any of the following:

- A. **Bodily injury** sustained by a member while occupying a vehicle located for use as a premises.
- B. **Bodily injury** to your employee arising out of and in the course of employment by you.
- C. **Bodily injury** caused by declared or undeclared war or insurrection or any of their consequences.
- D. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. LIMIT OF COVERAGE

Regardless of the number of covered automobiles, **members**, annual premium contributions paid, claims made or vehicles involved in the **accident**, the most we will pay for **bodily injury** for each **member** injured in any one **accident** is the limit of coverage for automobile medical payments coverage shown in the Declarations subject to the per **accident** deductible indicated in the Declarations that will be paid or reimbursed to the **Fund** by the **member**.

5. CHANGES IN CONDITIONS

The conditions are changed for automobile medical payments coverage as follows:

- A. The transfer of rights of recovery against others to us Condition does not apply.
- B. The reference in other Coverage to other collectible coverage or coverage applies only to other collectible automobile medical payments coverage.

6. ADDITIONAL DEFINITIONS

For the purposes of Automobile Medical Payments, the following is added to the DEFINITIONS Section: **Occupying** means in, upon, getting in, on, out or off.

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**F. UNINSURED MOTORIST COVERAGE**

**INSURING AGREEMENT**

A. WE WILL PAY COMPENSATORY DAMAGES WHICH ANY INSURED IS LEGALLY ENTITLED TO RECOVER FROM THE OWNER OR OPERATOR OF AN UNINSURED MOTOR VEHICLE BECAUSE OF:

1. Bodily Injury sustained by any insured and caused by an auto accident, but only if the Declarations indicate that Uninsured Motorist Coverage for bodily injury applies.
2. Property damage caused by an auto accident, but only if the Declarations indicate that the Uninsured Motorist Coverage for property damage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of any suit brought without our written consent is not binding on us.

B. INSURED AS USED IN THIS UNINSURED MOTORIST COVERAGE PART MEANS:

1. You; and
2. Any other person occupying any covered auto with your authority and permission

C. UNINSURED MOTOR VEHICLE MEANS A MOTOR VEHICLE:

1. To which:
  - a. No bodily injury liability insurance applies; or
  - b. No bond or deposit of cash securities applies at the time of the auto accident
2. That is an underinsured motor vehicle. An uninsured motor vehicle is a motor vehicle or trailer for which the sum of the limits of liability under all bodily injury liability policies applicable at the time of the auto accident is less than the sum of:
  - a. The limit of liability for uninsured motorist coverage applicable to the vehicle the insured was occupying at the time of the auto accident; and
  - b. Any other limits of liability for uninsured motorist coverage applicable under policies affording uninsured motorist coverage to the insured as a named insured or family member.
3. To which a bond or deposit of cash or securities applies at the time of the accident but is not enough to pay the full amount the insured is legally entitled to recover as damages from the owner or operator of the vehicle.
4. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which makes actual physical contact with:
  - a. You;
  - b. A vehicle which you or any family member are occupying; or
  - c. Any covered auto
5. To which a liability policy applies at the time of the accident, but the insuring company:
  - a. Legally denies coverage; or
  - b. Is unable to make payment because it is or becomes insolvent during the twelve months following the accident

However, uninsured motor vehicle does not include any vehicle or equipment:

1. Owned by the United States Government and subject to the Federal Tort Claims Act
2. Operated on rails or crawler treads
3. Designed mainly for the use off public roads
4. While located for use as a residence or premises
5. Not capable of being license to travel on public roads



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**EXCLUSIONS**

- A. We do not provide Uninsured Motorist Coverage for bodily injury or property damage sustained by any insured:
  - 3. If any insured or their legal representative settles the bodily injury or property damage claim without our expressed written agreement
  - 4. For the first \$200 of the amount of property damage sustained by each insured as the result of any one auto accident
  - 5. To property damage for which there is other valid and collectable insurance or for which the insured had been paid
  - 6. For punitive or exemplary damages.
- B. This coverage shall not apply directly or indirectly to benefit:
  - 7. Any insurer or self-insurer under any of the following or similar laws:
    - c. Workers' compensation law
    - d. Disability benefits law
  - 3. Any insurer of property

**LIMITS OF LIABILITY**

- A. With respect to the Bodily Injury Uninsured Motorist Coverage, or Bodily Injury and Property Damage Uninsured Motorist Coverage shown in the Declarations:
  - 1. Our maximum limit of liability for all damages, including damages of care, loss of service or death, arising out of the bodily injury sustained by any one person in any one accident is the sum of the limits of Bodily Injury Liability shown in the Declarations Per Person. The Per Person limit includes, but not limited to, derivative claims for the loss of service, loss of consortium, bystander injury and mental anguish and emotional trauma sustained by others.
  - 2. Subject to this limit Per Person, our maximum limit of liability for all damages arising out of bodily injury resulting from any one auto accident is the sum of the limits of the Bodily Injury Liability shown in the Declarations per auto accident.
  - 3. Our Maximum limit of liability for all property damage resulting from any one auto accident is the sum of the limits of Property Damage Liability shown in the Declaration per auto accident.
- B. The limit of liability shall be reduced by all sums paid or payable to the insured because of bodily injury or property damage by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Liability Coverage of this Policy.
- C. No one will be entitled to receive duplicate payments for the same element of loss under this coverage and Liability Coverage or Medical Payment Coverage and Death Indemnity Coverage of this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss in which payment has been made by or on behalf of person or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person received payment for the same element of loss under any of the following or similar laws:
  - 1. Workers' Compensation Law
  - 2. Disability benefits law
- F. No payment will be made for loss paid or payable to any insured under Coverage for Damage To Your Auto of this policy.

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**OTHER INSURANCE**

If there is other applicable insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for any covered auto, shall be excess over any other collectible insurance.

**G. AUTOMOBILE PHYSICAL DAMAGE**

If shown on the declaration page the following coverage is added:

**Vehicle Damage**

- A. The **Fund** will pay for direct physical loss or damage to Covered Vehicles caused by or resulting from a Covered Cause of Loss within the Coverage document territory.
- B. All of the exclusions that apply to the Property Cover apply to loss or damage under this coverage, except as follows:
  - 1. The following exclusions are added:
    - a. The **Fund** will not pay for loss or damage under this coverage that is caused by or results from any of the following, unless such loss or damage is itself caused by or results from other loss or damage not otherwise excluded under this coverage:
      - 1. Wear and tear;
      - 2. Freezing;
      - 3. Mechanical or electrical breakdown;
      - 4. Blowouts, punctures or other road damage to tires.
    - b. The **Fund** will not pay under this coverage for loss or damage to any of the following:
      - 1. Any Covered Vehicle while being used in or practicing for any professional or organized racing or demolition contest or stunting activity, or while being prepared for such contest or activity.
    - c. The **Fund** will not pay under this coverage for loss of use, loss of income or any other consequential loss.
- C. The most the **Fund** will pay for loss or damage in any one occurrence under this coverage is
  - a. The actual cash value of the damaged vehicle at the time of the loss; or
  - b. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- D. With respect only to the coverage provided under this coverage:
  - 1. The following is added to the Notice of Loss and Duties in the Event of Loss or Damage condition in the General Conditions: The **Member** must also permit the **Fund** to inspect the Covered Vehicles and records proving the loss before the repair or disposition of the Covered Vehicles.
- E. As used in this coverage:
  - 1. **Covered Vehicles** means motor vehicles that are:
    - a. Licensed for use on public roads; and

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- b. i. Owned by the **Member**; or  
ii. Owned by others and in the **Member's** care, custody or control, but only to the extent of the **Member's** legal liability for such vehicles; and
  - c. i. Described in the most recent Statement of Values or other documentation on file with the **Fund**; or  
ii. Newly Acquired Vehicles since the coverage anniversary date.
2. **Newly Acquired Vehicles** means motor vehicles that are acquired by the **Member** after the inception date of this coverage. But each such vehicle will be considered a Newly Acquired Vehicle only until any of the following first occurs:
- a. This Coverage Document expires or is cancelled;
  - b. The vehicle is more specifically covered elsewhere.
3. **Rented vehicle** rented by the **member** or its employees in the course of their employment with:
- a. A coverage limit of \$50,000 per occurrence.
  - b. A deductible equal to minimum deductible on the schedule of vehicles.

## **H. HIRED CAR PHYSICAL DAMAGE**

### **A. COVERAGE**

You may extend coverage to apply to Physical Damage loss to any hired autos. We will provide coverage equal to the broadest coverage available to any covered auto shown in the Declarations.

This coverage is subject to the following provisions:

- A. The most we will pay for loss to a hired auto in any one accident is the lesser of:
  - 1. \$75,000; or
  - 2. The actual cash value of the damaged or stolen property as of the time of the loss; or
  - 3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- B. For each hired auto, our obligation to pay for loss will be reduced by a deductible equal to the largest deductible applicable to any owned auto for that coverage.
- C. Hired Car Physical Damage coverage provided by this extension is in excess over any other collectible insurance.
- D. This coverage is subject to the highest physical damage deductible applicable that is shown in the declarations.
- E. The basis of premium for this coverage is total contract cost subject to audit.

### **B. WE WILL NOT COVER – EXCLUSIONS**

- 2. The following additional exclusion applies to Hired Car Physical Damage:  
Loss to any auto rented or leased for more than 30 consecutive days.

## **I. LIMIT OF COVERAGE**

Regardless of the number of covered **automobiles, members**, annual premium contributions paid, claims made or vehicles involved in the **accident**, the most we will pay for the total of all damages and **covered pollution cost or expense** combined, resulting from any one **accident** is the Limit of Coverage for Liability Coverage shown in the Declarations.

All **bodily injury, property damage and covered pollution cost or expense** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

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**J. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

- A. In the event of **accident**, claim, **suit** or **loss**, you must give us or our authorized representative prompt notice of the **accident** or **loss**. Include:
1. How, when and where the **accident** or **loss** occurred;
  2. The **member's** name and address; and
  3. To the extent possible, the names and addresses of any injured persons and witnesses.
- B. Additionally, you and any other involved **member** must:
1. Assume no obligation, make no payment or incur no expense without our consent, except at the **member's** own cost.
    - a. Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
    - b. Cooperate with us in the investigation, settlement or defense of the claim or **suit**.
    - c. Authorize us to obtain medical records or other pertinent information.
    - d. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
  2. If there is **loss** to a covered **automobile** or its equipment you must also do the following:
    - a. Promptly notify the police if the covered **automobile** or any of its equipment is stolen.
    - b. Take all reasonable steps to protect the covered **automobile** from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
    - c. Permit us to inspect the covered **automobile** and records proving the loss before its repair or disposition.
    - d. Agree to examinations under oath at our request and give us a signed statement of your answers.

**K. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Document until:

- A. There has been full compliance with all the terms of this Coverage Document; and
- B. Under Liability Coverage, we agree in writing that the **member** has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Coverage Document to bring us into an action to determine the **member's** liability.

**L. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or from whom we make payment under this Coverage Document has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or **loss** to impair them.

**M. RECOVERED PROPERTY**

If either you or we recover **money** or property after loss settlement, the amount recovered will, after deducting the expenses for recovery, be prorated between us in proportion to which your loss bears to ours.

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**N. GENERAL CONDITIONS**

**A. Concealment, Misrepresentation Or Fraud**

This Coverage Document is void in any case of fraud by you at any time as it relates to this Coverage Document. It is also void if you or any other **member**, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Document;
2. The covered **automobile**;
3. Your interest in the covered **automobile**; or
4. A claim under this Coverage Document.

**B. Other Coverage**

1. For any covered **automobile** you own, this Coverage Document provides primary coverage. For any covered **automobile** you don't own, the coverage provided by this Coverage Document is excess over any other collectible coverage. However, while a covered **automobile** which is a **trailer** is connected to another vehicle, the Liability Coverage this Coverage Document provides for the **trailer** is:
  - a. Excess while it is connected to a motor vehicle you do not own.
  - b. Primary while it is connected to a covered **automobile** you own.
2. When this Coverage Document and any other policy, coverage form or coverage document covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Coverage of this Coverage Document bears to the total of the limits of all the coverage forms, coverage documents and policies covering on the same basis.

**C. Coverage Document Period, Coverage Territory**

Under this Coverage Document, we cover **accidents** and **losses** occurring:

1. During the **coverage period** shown in the Declarations; and
2. Within the coverage territory.

The coverage territory is:

Anywhere in the world, provided claim is made and suit is brought against the **member** in the United States of America, its territories or possessions or Canada.

We also cover **loss** to, or **accidents** involving, a covered **automobile** while being transported within the coverage territory.

**P. DEFINITIONS**

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.
- B. **Automobile** means a land motor vehicle, trailer or semi-trailer subject to motor vehicle registration or any trailer less than 2000 pounds designed for road use.
- C. **Bodily injury** means **bodily injury**, sickness or disease sustained by a person including death resulting from any of these.
- D. **Covered pollution cost or expense** means any cost or expense arising out of:
  1. Any request, demand or order; or
  2. Any claim or **suit** by or on behalf of a governmental authority demanding that the **member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

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3. **Covered pollution cost or expense** does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
- a. That are, or that are contained in any property that is:
    - i. Being transported or towed by, handled, or handled for movement into, onto or from the covered **automobile**;
    - ii. Otherwise in the course of transit by or on behalf of the **member**;
    - iii. Being stored, disposed of, treated or processed in or upon the covered **automobile**; or
  - b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the member for movement into or onto the covered **automobile**; or
  - c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **automobile** to the place where they are finally delivered, disposed of or abandoned by the **member**.
  - d. Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **automobile** or its parts, if:
    - i. The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **automobile** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
    - ii. The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
  - e. Paragraphs (2) and (3) above do not apply to **accidents** that occur away from premises owned by or rented to a **member** with respect to **pollutants** not in or upon a covered **automobile** if:
    - i. The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **automobile**; and
    - ii. The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
- D. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- E. **Garage operation** means the use of your facilities for repairs, service or maintenance of **automobiles** owned by the county
- F. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties relating to the conduct of your operations. **Leased work** does not include a **temporary worker**.
- G. **Loss** means direct and accidental loss or damage.
- H. **Member** means any person or organization qualifying as a **member** in the Who is Covered provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each **member** who is seeking coverage or against whom a claim or **suit** is brought.
- I. **Mobile equipment** means a land motor vehicle not subject to motor vehicle registration.
- J. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- K. **Property damage** means damage to or loss of use of tangible property.

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- L. Suit means a civil proceeding in which damages because of bodily injury, property damage, or **covered pollution cost or expense**, to which this coverage applies are alleged. Suit includes an arbitration proceeding alleging such damages or **covered pollution cost or expense** to which you must submit or submit with our consent.
- M. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

## **CYBER LIABILITY AND EXPENSE COVERAGE**

### ***THIS IS CLAIMS MADE AND REPORTED COVERAGE***

#### **1. CYBER LIABILITY AND EXPENSE COVERAGE AGREEMENT**

##### **A. THIRD-PARTY LIABILITY**

1. The Pool will pay those sums a Covered Person becomes legally obligated to pay as damages because of a Cyber Security Event. The Pool will have the right and duty to defend the Covered Person against any Suit seeking such damages. However, the Pool will have no duty to defend any Covered Person against any Suit seeking damages to which this coverage does not apply. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- a. The amount the Pool will pay for damages and Claim Expenses is limited as described in Section 3; and
  - b. The right and duty of the Pool to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, Regulatory Penalties, Claims Expenses and Privacy Response Expenses.
2. This coverage applies only if:
    - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
    - b. A Claim for damages because of the Cyber Security Event is first made against the Covered Person during the Coverage Period or any Extended Reporting Period provided under Section 7; and
    - c. The Covered Person gives written notice of the Claim to the Pool in accordance with Section 4.
  3. A Claim seeking damages will be deemed to have been made when notice of the Claim is received by any Covered Person or by the Pool, whichever occurs first.

##### **B. PRIVACY RESPONSE EXPENSES**

1. The Pool will pay for Privacy Response Expenses incurred by the Named Member in connection with a Cyber Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

But:

The amount the Pool will pay for Privacy Response Expenses is limited as described in Section 3.

2. This coverage applies only if:
  - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period; and
  - b. The Named Member gives written notice of the Cyber Security Event to the Pool in accordance with Section 4.

##### **C. REGULATORY PROCEEDINGS AND PENALTIES**

1. The Pool will pay for Regulatory Penalties the Covered Person becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Cyber Security Event. The Pool will have the right and duty to defend the Covered Person against any Regulatory Proceeding to which this coverage applies. The Pool may at its discretion investigate any



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Cyber Security Event and settle any Claim that may result.

But:

- a. The amount the Pool will pay for Regulatory Penalties and Claim Expenses resulting from a Regulatory Proceeding is limited as described in Section 3; and
  - b. The right and duty of the Pool to defend a Regulatory Proceeding ends when the applicable limit of liability is exhausted.
2. This coverage applies only if:
- c. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
  - d. A Regulatory Proceeding because of the Cyber Security Event is initiated against the Covered Person during the Coverage Period or any Extended Reporting Period Provided under Section 7; and
  - e. The Covered Person gives written notice of the Regulatory Proceeding to the Pool in accordance with Section 4.
3. A Regulatory Proceeding will be deemed to have been initiated when notice of the Regulatory Proceeding is received by any Covered Person or by the Pool, whichever occurs first.

## 2. DEDUCTIBLE

For each Cyber Security Event, the Pool will pay only such amounts as are in excess of the deductible amount shown in the Declarations.

## 3. LIMITS OF LIABILITY

A. The limits of liability stated below establish the most the Pool will pay regardless of the number of Cyber Security Events, Covered Persons, Claims made, Suits or Regulatory Proceedings brought or individuals or entities making Claims or bringing Suits or Regulatory Proceedings.

B. The following general aggregate limit applies: The Pool will pay no more than \$1,000,000, less applicable deductible amounts, for the sum of the following:

1. All damages and Claim Expenses covered under Section 1.A;
2. All Privacy Response Expenses covered under Section 1.B; and
3. All Regulatory Penalties and Claim Expenses covered under Section 1.C.

C. The following per Cyber Security Event limit applies: Subject to the general aggregate limit specified in Section 3.B, for any one Cyber Security Event, the Pool will pay no more than \$1,000,000, less the applicable deductible amount, for the sum of the following:

- All damages and Claim Expenses covered under Section 1.A;
- All Privacy Response Expenses covered under Section 1.B; and
- All Regulatory Penalties and Claim Expenses covered under Section 1.C.

This Cyber Security Event limit is within the general aggregate limit specified in Section 3.B. and does not add to that limit.

D. The following sublimit applies: Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than \$500,000 in aggregate, less applicable deductible amounts, for all Privacy Response Expenses covered under Section 1.B. This sublimit is

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within the general aggregate and per Cyber Security Event limits set forth in Sections 3.B and 3.C. and does not add to those limits.

E. The following sublimits apply:

- i. Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than \$250,000 in aggregate, less applicable deductible amounts, for all Regulatory Penalties and related Claim Expenses covered under Section 1.C.

These sublimits are within the general aggregate and per Cyber Security Event limits set forth in Sections 3.B and 3.C. and do not add to those limits.

#### 4. NOTICE TO THE POOL

A. As a condition precedent to the obligations of the Pool under this coverage, the Covered Person must give written notice to the Pool of any Claim made against the Covered Person as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Section 7.

B. If during the Coverage Period, any Covered Person becomes aware of a Cyber Security Event that may reasonably be expected to give rise to a Claim against any Covered Person or Privacy Response Expenses, the Covered Person must give written notice to the Pool of such Cyber Security Event as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Section 7. Notice must include:

1. A specific description of the Cyber Security Event, including all relevant dates;
2. The names of persons involved in the Cyber Security Event, including names of potential claimants and a specific description of any Personal Information actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
3. The specific reasons for anticipating that a Claim may result from such Cyber Security Event;
4. The specific nature of the alleged or potential damages arising from such Cyber Security Event; and
5. The specific circumstances by which the Covered Person first became aware of the Cyber Security Event.

Any Claim subsequently made against any Covered Person arising out of such Cyber Security Event shall be deemed to be a Claim made during the Coverage Period in which the Cyber Security Event was first reported to the Pool.

#### 5. EXCLUSIONS

The following exclusions apply to this coverage in addition to all exclusions that apply to the Public Officials Liability coverage provided under this Coverage Document.

This coverage does not apply to any Claim, Suit, Regulatory Proceeding, damages, Regulatory Penalties, Claim Expenses or Privacy Response Expenses:

- A. For, arising out of, or resulting from Bodily Injury or Property Damage;

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B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply to the extent the Covered Person would have been liable in the absence of such contract or agreement;

C. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended;

D. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or loss covered under this endorsement that results from a theft, loss or unauthorized disclosure of or access to Personal Information;

E. For, arising out of or resulting from:

1. the actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Covered Person; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (i.e., opt-in or opt-out) from the collection, disclosure or use of Personal Information; or
2. the distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Covered Person;

F. For, arising out of or resulting from any of the following conduct by a Covered Person:

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
2. any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
3. any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or
4. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;

G. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Covered Person; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Covered Person, or in a criminal proceeding a plea of guilty, nolo contendere, no contest or any similar plea by the Covered Person;

H. For, arising out of or resulting from any actual or alleged infringement of patent or patent rights or misuse or abuse of patent; or infringement of copyright arising from or related to software code or

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software products; or use or misappropriation of any ideas or trade secrets by a Covered Person or on behalf of, or in collusion with a Covered Person;

I. Arising out of or resulting from any of the following:

1. trading losses, trading liabilities or change in value of accounts;
2. any loss of monies, securities or tangible property of others in the care, custody or control of the Covered Person;
3. the monetary value of any electronic fund transfers or transactions by or on behalf of the Covered Person that is lost, diminished, or damaged during transfer from, to or between accounts; or
4. the value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged;

J. For damage to, destruction of, corruption of, or any loss of use by any Covered Person of any Computer System or data, including without limitation any costs or expenses to the Covered Person to repair or replace any Computer System or data;

K. For, arising out of or resulting from any threat, extortion or blackmail including but not limited to ransom payments.

## 6. DEFINITIONS

The following definitions apply to this coverage:

“Bodily Injury” means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

“Claim” means any demand, Suit for damages or Regulatory Proceeding resulting from a Cyber Security Event. All Claims because of a single Cyber Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Covered Person, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Period or any Extended Reporting Period provided under Section 7.

“Claim Expenses” means

1. Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Covered Person with the Pool’s prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;
2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Covered Person with the Pool’s prior consent; and
3. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

1. any internal salary, administrative, overhead or other related expenses of any Covered Person or any charges by a Covered Person for time spent cooperating with the investigation and defense of any Claim; or

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2. Privacy Response Expenses.

“Computer System” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

1. operated by and either owned by or leased to the Named Member; or
2. operated by a third party service provider and used to provide hosted computer application services to the Named Member or for processing, maintaining, hosting or storing the Named Member’s electronic data pursuant to a written contract with the Named Member for such services.

“Cyber Security Event” means:

1. the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or for which the Named Member is legally responsible; or
2. a violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any Cyber Security Event that is continuous or part of a series of repeated or related Cyber Security Events will be considered to be a single Cyber Security Event and will be considered to have commenced when the first such Cyber Security Event commenced regardless of:

1. The number of individuals or entities engaged in such Cyber Security Events;
2. The number of individuals or entities affected by such Cyber Security Events;
3. The number of locations where such Cyber Security Events occurred; or
4. The number of such Cyber Security Events occurring or period of time over which they occur, even if subsequent Cyber Security Events take place after the Coverage Period.

“Personal Information” means an individual’s name in combination with one or more of the following:

1. information concerning the individual that constitutes “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
2. medical or health care information concerning the individual, including without limitation “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
3. the individual’s Social Security number, driver’s license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual’s financial account information; or
4. other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Covered Person or any local, state, federal or foreign governmental entity.

“Privacy Response Expenses” means the following reasonable and necessary costs incurred by the Named Member within one year of the discovery of a Cyber Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information

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in the care, custody or control of the Named Member or for which the Named Member is legally responsible:

1. For the services of a computer security expert designated by the Pool to determine the scope and cause of a Cyber Security Event and the extent to which Personal Information was disclosed to or accessed by unauthorized persons;
2. For the services of consultants or attorneys designated by the Pool to determine the Named Member's obligations, if any, under applicable law to give notice to affected individuals;
3. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
4. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Named Member elects to provide such services; and
5. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Named Member's reputation as a result of the Cyber Security Event;

Provided, however, Privacy Response Expenses do not include:

1. any internal salary, administrative, overhead or other related expenses of any Covered Person or any charges by a Covered Person for time spent cooperating with the investigation and response to any Cyber Security Event; or
2. Claim Expenses.

"Property Damage" means physical injury to tangible property, including all resulting loss of use or loss of use of tangible property that is not physically injured. For purposes of this definition tangible property does not include information 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, compact disks, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.

"Regulatory Penalties" means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Covered Person to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Covered Person is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a Regulatory Proceeding.

"Regulatory Proceeding" means a request for information, civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity's regulatory or official capacity.

"Suit" means a civil proceeding arising out of a Cyber Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Covered Person must submit or does submit with the consent of the Pool.

## 7. EXTENDED REPORTING PERIODS

### A. APPLICABILITY

This section applies solely to the coverage provided under Section 1, but no Automatic or Optional Extended Reporting Period will be provided if the Pool (i) cancels such coverage for non-payment of premium, (ii) cancels or rescinds such coverage for material misrepresentation or fraud or (iii) cancels or

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rescinds such coverage for violation by the Named Member of the charter, bylaws or other rules governing the conduct of members of the Pool.

**B. AUTOMATIC EXTENDED REPORTING PERIOD**

1. Subject to Section 7.A, if the Named Member or the Pool cancels or nonrenews the coverage provided under Section 1, the Named Member will have the right to an Automatic Extended Reporting Period of sixty (60) days, which will commence on the effective date of such cancellation or nonrenewal. During the Automatic Extended Reporting Period, a Covered Person may give notice to the Pool of any Cyber Security Event that commenced on or after the Retroactive Date, if any, shown in the Declarations and before the effective date of the cancellation or nonrenewal and for which a Claim was first made against the Covered Person during the Coverage Period or the Automatic Extended Reporting Period. Such notice must be given in accordance with Section 4.
2. The Automatic Extended Reporting Period will not apply where an Optional Extended Reporting Period has been purchased or to Claims that are covered under any subsequent insurance a Covered Person purchases or that is purchased for a Covered Person's benefit, or that would be covered by any such subsequent insurance but for the exhaustion of the amount of insurance applicable to the Claims or any applicable retention amount.

**C. OPTIONAL EXTENDED REPORTING PERIOD**

1. Subject to Section 7.A, if the Named Member or the Pool cancels or nonrenews the coverage provided under Section 1, the Named Member will have the right to purchase an Optional Extended Reporting Period of up to three (3) years, which will commence on the effective date of such cancellation or nonrenewal. During the Optional Extended Reporting Period, a Covered Person may give notice to the Pool of any Cyber Security Event that commenced on or after the Retroactive Date, if any, shown in the Declarations and before the effective date of the cancellation or nonrenewal and for which a Claim was first made against the Covered Person during the Coverage Period or the Optional Extended Reporting Period. Such notice must be given in accordance with Section 4.
2. The Named Member may purchase an Optional Extended Reporting Period for payment of an additional premium amount of:
  - c. one hundred percent (100%) of the full annual premium, for a period of one (1) year;
  - d. one hundred and seventy-five percent (175%) of the full annual premium, for a period of two (2) years, or
  - e. two hundred percent (200%) of the full annual premium, for a period of three (3) years.As used herein, "full annual premium" means the annual premium amount charged for the coverage provided in Section 1 plus any premium charged for additional coverage added by endorsement to the coverage provided in Section 1.
2. The right to purchase an Optional Extended Reporting Period will terminate unless written notice of election, together with any additional premium due, is received by the Pool no later than thirty (30) days after the effective date of the cancellation or nonrenewal of the coverage provided in Section 1.

**D. CONDITIONS APPLICABLE TO EXTENDED REPORTING PERIODS**

1. Once in effect, the Automatic or Optional Extended Reporting Period cannot be canceled or rescinded, except by the Pool for material misrepresentation, fraud or violation by the Named Member of the charter, bylaws or other rules governing the conduct of members of the Pool. Any premium charged for an Optional Extended Reporting Period will be fully earned and nonrefundable at inception of the Optional Extended Reporting Period.
2. The Automatic or Optional Extended Reporting Period does not reinstate or increase the limits of coverage described in Section 3.