

CSD Pool Auto Physical Damage Coverage Document

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AUTO PHYSICAL DAMAGE COVERAGE DOCUMENT

This is a Master Coverage Document under which an individual Certificate Holder's Declarations (hereafter referred to as "Declarations") is issued to the **Named Member** identified on each Declaration. A **Named Member** must be a member in good standing with the Special District Association of Colorado with all dues paid throughout the Coverage Period before coverage will be provided hereunder. Defined terms appear in boldface type. Any discrepancies which may exist between the terms and conditions of this Coverage Document and the provisions of the Intergovernmental Agreement for the **Pool** will be governed by the Intergovernmental Agreement.

Coverage under this Coverage Document is subject to the Common Terms and Conditions found in form CTC 01 01 25. The descriptions in the section headings and sub-headings of this Coverage Document are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

1. COVERED AUTOS

- A. With respect to any **Covered Auto**, the **Pool** will pay for **Loss** which occurs during the coverage period while the **Covered Auto** is within the Coverage Territory.

2. COVERAGES

- A. The **Pool** will pay for **Loss** to a **Covered Auto** or its equipment under:

1. **Other than Collision Coverage.** From any cause except:
 - a. The **Covered Auto's** Collision with another object; or
 - b. The **Covered Auto's** overturn.
2. **Collision Coverage** caused by:
 - a. The **Covered Auto's** Collision with another object; or
 - b. The **Covered Auto's** overturn
3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

If the **Member** carries **Other than Collision Coverage** for the damaged **Covered Auto**, the **Pool** will pay for the following under **Other than Collision Coverage**: glass breakage;

- a. **Loss** caused by hitting a bird or animal; and
- b. **Loss** caused by falling objects or missiles.

However, the **Member** has the option of having glass breakage caused by a **Covered Auto's** Collision or overturn considered a **Loss** under **Collision Coverage**.

If the **Member** is able to repair a chip or crack in the **Covered Auto's** windshield, and that **Covered Auto** is covered for **Other than Collision Coverage** with the **Pool**, the **Pool** will waive the **Other than Collision Coverage** deductible and pay up to \$50 for such repair.

4. Licensed for Road Use **Mobile Equipment**

The **Pool** will pay for **Loss** to Covered **Mobile Equipment** which occurs during the coverage period while the Covered **Mobile Equipment** is within the Coverage Territory; subject, however to a Sub-Limit of \$100,000, which shall be applied to contractor's equipment, whether rented, leased, or hired, unless limits are increased and a contribution has been paid.

3. COVERAGE EXTENSIONS

A. Newly Acquired **Autos**

The **Pool** will pay for a **Loss** to a newly acquired **Auto** that has not yet been reported to the **Pool** as a **Covered Auto** for the first thirty (30) days after acquisition as a **Covered Auto** if the **Member** carries **Other than Collision Coverage** or **Collision Coverage** for any of its scheduled **Autos**. After the thirty (30) days, the newly acquired **Auto(s)** must be reported to the **Pool** and added as a **Covered Auto** for coverage to apply.

B. Transportation Expense

The **Pool** will pay up to \$35 per day to a maximum of \$1,000 for transportation expense incurred by the **Member** because of the total theft or if considered total **Loss** of a **Covered Auto** of the private passenger type. The **Pool** will pay only for those **Covered Autos** for which the **Member** carries **Other than Collision Coverage**. The **Pool** will pay for transportation expenses incurred during the period beginning 48 hours after the theft or accident and ending, regardless of the coverage document's expiration, when the **Covered Auto** is returned to use or the **Pool** has paid for its **Loss**.

C. Hired Auto

For **Hired Auto(s)**, the **Pool** will pay expenses for which the **Member** becomes legally responsible to pay for loss of use of a **Hired Auto**, regardless if the **Member** vehicles listed on its Auto Schedule. The **Pool** will pay up to \$35 per day to a maximum of \$1,000.

D. Employee Deductible Reimbursement

If an employee's **Auto** is damaged while performing job duties for the **Member District**, the **Pool** will reimburse the employee up to \$2,500 for their personal **Auto** insurance's Other than Collision deductible or Collision deductible. If the employee's **Auto** is not insured for physical damage, then the **Pool** will pay up to \$2,500 for necessary repairs or replacement of the **Auto** on an **Actual Cash Value** basis.

This extension of coverage is subject to the approval of the **Member**.

E. Freezing Coverage for Emergency Vehicles

The **Pool** will pay for **Loss** caused by or resulting from freezing to permanently attached special equipment common to a fire rescue emergency vehicle; unless the **Loss** is caused by failure to properly maintain such special equipment. Special equipment includes but is not limited to pumps, gauges, and tanks. The **Pool** will not pay for **Loss** caused by or resulting from freezing to an emergency vehicle's engine. The **Pool** will pay only for those **Losses** which the **Member** carries **Other than Collision Coverage** and **Collision Coverage** and the value reported is 100% replacement cost.

F. Rental and Towing Reimbursement

1. The **Pool** will reimburse the **Member** for actual rental expenses which the **Member** incurs, as a direct result of loss from covered perils to a **Covered Auto**, and for rental of a fire engine or similar firefighting apparatus, ambulance or other emergency vehicle, necessitated by such **Loss**. The **Pool** will reimburse the **Member** for approved and documented rental expenses up to a limit of \$40,000.

Payment applies in addition to the otherwise applicable limit of coverage shown on the **Member's** Auto Schedule. No deductibles apply to this coverage extension.

The **Pool** will pay only for those expenses incurred during the coverage term beginning 24 hours after a covered **Loss**. Coverage is limited to the lesser of:

- a. The number of days reasonably required to repair or replace the **Covered Auto**, regardless of the coverage expiration; or
 - b. \$40,000.
2. The **Pool** will reimburse the **Member** for towing expenses the **Member** incurs as a result of towing necessitated by the disablement of a **Covered Auto** that is a fire engine or similar firefighting apparatus, ambulance, or other emergency vehicle. Any reimbursement for towing expenses under this Section must be approved, any expenses must be documented, and reimbursements from the **Pool** are limited to \$1,500 for each disablement of a **Covered Auto**. This does not apply to towing necessitated by a disablement as a result of a covered cause of loss.

4. EXCLUSIONS

The **Pool** will not pay for **Loss** caused by or resulting from any of the following and such **Loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **Loss**:

- A. Nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate, or remote; or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Coverage Document; except:
 - 1. if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
 - 2. the **Pool** shall be liable for **Loss** or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises;
- B. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:
 - 1. by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;
 - 2. or by military, naval, or air forces;
 - 3. or by an agent of any such government, power, authority, or forces;
- C. any weapon employing atomic fission or fusion;
- D. rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence; or
- E. seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize **Loss**, damage or destruction which occurs due to a peril insured against under this Coverage Document.

5. OTHER EXCLUSIONS:

The **Pool** will not pay for **Loss** caused by or resulting from any of the following unless caused by other **Loss** that is covered by this insurance:

- A. Wear and tear, mechanical or electrical breakdown; or
- B. Freezing, except for **Loss** caused by or resulting from freezing to permanently attached special equipment common to a fire rescue emergency vehicle as further set forth in Section 3.E. above. The **Pool** will not pay for **Loss** to a vehicle's engine caused by freezing; or
- C. Blowouts, punctures or other road damage to tires.

6. LIMIT OF COVERAGE

- A. With respect to **Hired Autos**, the most the **Pool** will pay for any **Loss** in any one **Occurrence** is the lesser of:
 - 1. The **Actual Cash Value** of damaged or stolen property as of the time of the **Loss**; or
 - 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, or
 - 3. \$50,000.00 or an alternate limit on the Auto Schedule.
- B. With respect to **Owned Autos**, the most the **Pool** will pay for **Loss** in any one **Occurrence** is the lesser of:
 - 1. The **Actual Cash Value** of damaged or stolen property as of the time of the **Loss**; or
 - 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- C. With respect to **Owned Autos** designated on the **Member's** Auto Schedule as being covered on a **Replacement Cost** basis, the most the **Pool** will pay for **Loss** in any one **Occurrence** is the lesser of:
 - 1. The cost of repairing the damaged property; or
 - 2. The cost to replace a part or parts of the damaged property at the time of the **Loss** with a part or parts of like kind and quality, without deduction for depreciation; or
 - 3. The cost to replace the entire **Owned Auto** and its permanently attached equipment as of the time of the **Loss** with a comparable new **Auto** and permanently attached equipment manufactured to current specifications or standards set by nationally recognized organizations such as NFPA or the U.S. Department of Transportation; or
 - 4. The limit stated on the Auto Schedule or coverage form as applicable to the damaged or stolen property.

In the event the estimated cost to repair a damaged **Owned Auto** exceed 75% of the limit shown in the **Member's** Auto Schedule as the **Replacement Cost**, and the **Member** chooses not to accept payment under Sections C.1. or C.2. above, the **Pool** will pay the lesser of the amounts due the **Member** under Sections C.3. or C.4. above. Should the **Pool** make settlement under Sections C.3. or C.4. above, the **Pool** shall have the rights to all recovery and salvage.

With respect to **Owned Autos** the **Member** acquires after the coverage period begins and not described in the **Member's** Auto Schedule, the most the **Pool** will pay is the least of the amounts due under Sections C.1., C.2., or C.3. above.

- D. With respect to **Owned Autos** designated on the **Member's** Auto Schedule as being covered on an Agreed Value basis, the most the **Pool** will pay for **Loss** in any one **Occurrence** is the amount to repair or the value stated on the **Member's** Auto Schedule, whichever is less.

7. DEDUCTIBLE

For each **Covered Auto**, the **Pool's** obligation to pay for, repair, return or replace the damaged or stolen **Covered Auto** will be reduced by the applicable deductible shown in the **Member's** Auto Schedule or Public Entity Liability and Auto Physical Damage Certificate Holder Declaration and subject to the following:

- A. For claims involving losses to more than five **Covered Autos** in a single **Occurrence**, the deductible for the **Losses** will be limited to the deductibles on the five vehicles with the largest deductibles.
- B. Any **Other than Collision Coverage** deductible shown in the Auto Schedule does not apply to **Loss** caused by fire or lightning.

8. BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Coverage Document Common Terms and Conditions:

Loss Conditions:

- A. Appraisal for Physical Damage Loss

If the **Member** and the **Pool** disagree on the amount of **Loss**, either may demand an appraisal of the **Loss**. In this event, the **Member** and **Pool** will each select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the **Actual Cash Value** and amount of **Loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. The **Member** and **Pool** will each:

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

If the **Pool** submits to an appraisal, the **Pool** will still retain the right to deny the claim.

B. Duties in the Event of Accident, Claim, Suit or Loss

1. In the event of an **Occurrence**, accident, claim, suit or **Loss**, the **Member** must give the **Pool** or its authorized representative prompt notice of the **Occurrence** or **Loss** and information related thereto, including:
 - a. How, when and where the **Occurrence**, accident or **Loss** occurred;
 - b. The **Member's** name and address;
 - c. To the extent possible, a description of the property involved; and
 - d. To the extent possible, the names and addresses of any injured persons and witnesses.
2. Additionally, the **Member** and any other involved Member must:
 - a. Assume no obligation, admit no liability, make no payment or incur no expense without the **Pool's** consent, except at the **Member's** own cost;
 - b. Immediately send the **Pool** copies of any request, demand, order, notice of claim, summons, or other notice or legal paper received concerning the claim or suit;
 - c. Cooperate with the **Pool** in the investigation, settlement or defense of the claim or suit;
 - d. Authorize the **Pool** to obtain medical records or other pertinent information; and
 - e. Submit to examination, at the **Pool's** expense, by physicians of the **Pool's** choice, as often as they reasonably require.
3. If there is **Loss** to a **Covered Auto** or its equipment, the following must also be done:
 - a. Promptly notify the police if the **Covered Auto** or any of its equipment is stolen;
 - b. Take reasonable steps to protect the **Covered Auto** from further damage. Also keep a record of expenses for consideration in the settlement of the claim;
 - c. Permit the **Pool** to inspect the **Covered Auto** and records proving the **Loss** before its repair or disposition; and
 - d. Agree to examinations under oath at the **Pool's** request and give the **Pool** a signed statement of answers.

C. Legal Action Against the **Pool**

No **Member** may bring a legal action against the **Pool** under this Coverage Document until:

1. There has been full compliance with all the terms of this Coverage Document; and
2. Under Liability Coverage, the **Pool** agrees 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 person or organization has the right under this coverage document to bring the **Pool** into an action to determine the **Member's** liability, nor shall the **Pool** be impleaded by the **Member** or the **Member's** representatives without the **Pool's** consent.

D. Loss Payment – Physical Damage Coverages

At the **Pool's** option it may:

1. Pay for, repair or replace damaged or stolen property;
2. Return the stolen property, at the **Pool's** expense. The **Pool** will pay for any damage that results to the **Covered Auto** from the theft; or
3. Take all or any part of the damaged or stolen property at an Agreed Value or appraised value.

E. Transfer of Rights of Recovery against Others to the **Pool**

If any person or organization to or for whom the **Pool** makes payment under this Coverage Document has rights to recover damages from another, those rights are transferred to the **Pool**. That person or organization must provide all cooperation and do everything else necessary to secure the **Pool's** rights and must do nothing after **Occurrence** or **Loss** to impair them.

9. GENERAL CONDITIONS

A. No Benefit to Bailee – Physical Damage Coverage

The **Pool** will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Document.

B. Other Insurance

1. For any **Covered Auto**, this Coverage Document provides primary insurance;

2. When this Coverage Document and any other Policy or Policies covers on the same basis, either excess or primary, the **Pool** will pay only its share. The **Pool's** share is the proportion that the Limit of Coverage of the **Member's** coverage bears to the total of the limits of all the Coverage Documents and Policies covering on the same basis.

C. Coverage Period, Coverage Territory

Under this Section 9.C., the **Pool** covers **Occurrences** and **Losses** occurring:

1. During the coverage period shown on the Coverage Document; and
2. Within the coverage territory.

The coverage territory is the area within the 50 states comprising the United States of America, the District of Columbia, Puerto Rico, the Virgin Islands, Canada and all other Countries unless listed under embargoes or sanctions in force by the United States of America.

The **Pool** also covers **Losses** to, or **Occurrences** involving, a **Covered Auto** while being transported between any of these places.

10. DEFINITIONS

- A. **Actual Cash Value** means cost to replace the **Covered Auto** with like kind and quality or replace with new less depreciation.
- B. **Agreed Value** means the value of the vehicle as determined by agreement between the **Pool** and the **Member**.
- C. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. However, **Auto** does not include **Mobile Equipment**, unless licensed for road use.
- D. **Commandeered Property** means the **Autos** used as modes of transportation that the **Member** does not own but commandeers, seizes, borrows or takes over for official use to manage **Emergency Operations**, including, but not limited to, watercraft, all-terrain vehicles, snowmobiles, and **Mobile Equipment**, but specifically excluding any aircraft or any aircraft parts, accessories, or equipment.
- E. **Collision Coverage** means direct or accidental **Loss** or damage to a **Covered Auto** caused by collision with another object or by overturn.
- F. **Covered Auto** means **Owned Autos** and **Hired Autos** for which a **Member** has paid the appropriate contribution. **Covered Auto** shall also mean **Commandeered Property**.

G. **Emergency Operations** means actions:

1. Which are urgent responses for protection of property, human life, health or safety;
2. Which result from the performing or attempting to perform fire fighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
3. Which are sanctioned by;
 - a. a fire district, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as a **Member** under this Coverage Document, or
 - b. an officer, employee or volunteer member of such organization.

H. **Hired Auto** means those **Autos** the **Member** leases, hires, rents or borrows without a driver, under a written agreement for less than six months, regardless if the **Member** has listed vehicles on its Auto Schedule. This does not include any **Auto** the **Member** leases, hires, rents, or borrows from any of the **Member's** employees, volunteers, or members of their households.

I. **Insured Contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with:
 - a. construction or demolition operations on or within 50 feet of a railroad, or
 - b. vehicle or pedestrian private railroad crossings at grade;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to the **Member's** operations (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Member** assumes the tort liability of another party to pay for damages to a third person or organization;
6. Contracts for services with public bodies; and
7. That part of any contract or agreement entered into, as part of the **Member's** operations, for the rental or lease, by the **Member** or any of its employees, of any Auto. However, such a contract or agreement is not an Insured Contract to the extent that it obligates the **Member** or any employee to pay for property damage to any Auto rented or leased by the **Member** or any employee.

An Insured Contract does not include that part of any contract or agreement:

1. That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 2. That pertains to the loan, lease or rental of any **Auto** by the **Member** or any of its employees, if the **Auto** is loaned, leased or rented with a driver; or
 3. That holds a person or organization engaged in the business of transporting property by **Auto** for hire harmless for the **Member's** use of a **Covered Auto** over a route or territory that that person or organization is authorized to serve by public authority
- J. **Loss(es)** means direct and accidental loss or damage.
- K. **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 the **Member** owns or rents;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether 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 L.1. to L.4. of this definition that are not self-propelled and are not maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Equipment designed primarily for:
 1. Snow Removal; or
 2. Road maintenance, but not construction or resurfacing; or
 3. Street cleaning;
 - b. Cherry pickers and similar devices mounted on Auto 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 or well servicing equipment.

However, **Mobile Equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to compulsory or financial responsibility law or other motor vehicle insurance law are considered **Autos**.

- L. **Member** has the same meaning as defined in the Common Terms and Conditions which apply to this Coverage Document:

Member means:

1. The **Named Member**; and
 2. The **Named Member's** directors, officers, employees, and volunteers authorized to act on behalf of the **Named Member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function, and includes such directors', officers' or employees' service under an intergovernmental mutual aid agreement or service as directors or officers of an outside tax exempt entity where such service is with the knowledge and consent of the **Named Member** and such service is part of their employment or duties for the **Named Member**.
- M. **Named Member** has the same meaning as defined in the Common Terms and Conditions which apply to this Coverage Document:

Named Member means the Special District, formed under the laws of the State of Colorado, named on the Declarations attached to the Coverage Documents to which [the] Common Terms and Conditions apply. **Named Member** does not include any other entity of which the **Named Member** is a member or with which the **Named Member** is otherwise associated through any contractual, financial, or participatory relationship, such as any group, coalition, authority, or outside tax-exempt entity, or any separate entity formed pursuant to intergovernmental agreement to which the **Named Member** is a party, unless added by Endorsement.

- N. **Occurrence(s)** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which take place during the coverage period.
- O. **Other than Collision Coverage** means coverage for physical damage to a **Covered Auto** resulting from any cause of **Loss** except Collision.

- P. **Owned Auto** means an **Auto** the **Member** either owns or leases for a period of six months or longer and, whether owned or leased for a period of six months or longer, is listed on the **Member's** Auto Schedule.
- Q. **Pool** has the same meaning as defined in the Common Terms and Conditions which apply to this Coverage Document:
- Pool** means Colorado Special Districts Property and Liability Pool.
- R. **Replacement Cost** means for **Covered Autos** designated on the **Member's** Auto Schedule as being covered on a Replacement Cost basis with the appropriate paid contribution, the most the **Pool** will pay for **Loss** in any one **Occurrence** as determined in accordance with Section 6.C.
- S. **Trailer** includes semi-trailer.