

## CSD Pool Public Entity Liability Coverage Document

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## PUBLIC ENTITY LIABILITY 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 24. 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.

### I. COVERAGE AGREEMENTS

In accordance with and subject to the provisions of the Intergovernmental Agreement for the **Pool** and in consideration of the contribution for which this Coverage Document is written, and except where specifically provided otherwise within this Coverage Document, the **Pool** will pay on behalf of the **Member** those sums which the **Member** shall be legally obligated to pay as **Damages** resulting from **Bodily Injury, Personal Injury, Property Damage, Advertising Injury, or a Wrongful Act** as follows:

**Coverage A:** General Liability, Automobile Liability, Professional Liability, and Public Official's Liability

Liability for any **Claim, Action or Suit, Occurrence, or Wrongful Act** which lies in tort or could lie in tort pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

**Coverage B:** Civil Rights Liability

Liability for any **Wrongful Act** pursuant to any federal or state law affording protection for civil rights, except for a **Wrongful Act** subject to Coverage D (Employment Liability).

**Coverage C:** Out of State Jurisdiction Liability

**Bodily Injury, Personal Injury, Property Damage, and Advertising Injury** caused by or arising out of an **Occurrence** for which the **Member** is legally liable under the laws of any jurisdiction within the Coverage Territory, other than the State of Colorado, to which this Coverage Document applies.

**Coverage D:** Employment Liability

Liability for any:

1. **Employment Practices Wrongful Act;**
2. **Employment Related Harassment;** or
3. **Wrongful Act** arising from the **Administration** of an **Employee Benefits Program** and sustained by an employee, prospective employee, former employee or their beneficiaries or legal representatives and occurring during the Coverage Period.

**Coverage E:** Auto Uninsured/Underinsured Motorists Liability

Those sums the **Member** is legally entitled to recover as compensatory damages for **Bodily Injury** sustained by the **Member** caused by an **Occurrence** resulting from the actions of an owner or driver of an **Uninsured/Underinsured Motor Vehicle**. Such owner's or driver's liability must result from the ownership, maintenance, or use of the **Uninsured/Underinsured Motor Vehicle**. Coverage E only applies when the **Member** is **Occupying** a motor vehicle owned or leased by a **Named Member**.

**Coverage F:** Medical Payments

The **Pool** will pay reasonable medical and funeral expenses for **Bodily Injury** caused by an **Occurrence** on premises the **Member** owns or rents, or on ways next to premises the **Member** owns or rents, or because of the **Member's** operations provided that:

1. The **Occurrence** takes place in the Coverage Territory and during the Coverage Period;
2. The expenses are incurred and reported to the **Pool** within one year of the date of the **Occurrence**; and
3. The injured person submits to examination, at the **Pool's** expense, by a physician of the **Pool's** choice as often as the **Pool** reasonably requires.

The **Pool** will make these payments regardless of fault. These payments will not exceed the applicable limit of liability. The **Pool** will pay reasonable expenses for:

1. First aid at the time of an **Occurrence**;

2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing, and funeral services.

The **Pool** will NOT pay any medical expense for **Bodily Injury**:

1. To any **Member** or to any person hired to do work for or on behalf of any **Member**;
2. To a person injured on that part of premises the **Member** owns or rents that the person normally occupies;
3. To a person, whether or not an employee of any **Member**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
4. To a person injured while practicing, instructing, participating, or taking part in any physical exercise, games, sports, athletics or athletic contests, or while playing on or using recreational facilities for recreation; or
5. Excluded in any other Section of this Coverage Document.

**Coverage G:** Auto Medical Payments

- A. The **Pool** will pay reasonable medical and funeral expenses for **Bodily Injury** caused by an **Auto** accident which are incurred within three (3) years following the **Auto** accident.
- B. Who is covered under this Coverage G:
  1. A **Member** while **Occupying** or, while a pedestrian, when struck by, any **Auto** when the **Member** is in the course of employment by the **Named Member** unless the employee is entitled to workers' compensation benefits for the **Occurrence**;
  2. A **Family Member** while **Occupying** or, while a pedestrian, when struck by, any **Auto**; or
  3. Anyone else **Occupying** a **Covered Auto**.

- C. This coverage does not apply to **Bodily Injury** that is sustained or caused directly or indirectly out of:
1. **Occupying** an **Auto** located for use as a premises;
  2. Working in a business of selling, servicing, repairing or parking **Autos** unless that business is the business of the **Named Member**;
  3. The following circumstances:
    - a. War including undeclared or civil war;
    - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
  4. **Bodily Injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so; or
  5. **Bodily Injury** sustained by anyone while **Occupying** any **Covered Auto** while used in any racing or demolition contest or stunting activity, while practicing for such contest or activity, or while the **Auto** is being prepared for such a contest or activity.

Coverages A, B, C, D, E, F, and G apply to **Bodily Injury, Personal Injury, Advertising Injury, Property Damage, or a Wrongful Act** only if:

- A. The **Bodily Injury, Personal Injury, Advertising Injury or Property Damage** is caused by an **Occurrence** that takes place in, or any **Wrongful Act** that occurs in, the Coverage Territory; and
- B. The **Bodily Injury, Personal Injury, Advertising Injury, Property Damage, or a Wrongful Act** occurs during the Coverage Period; and
- C. Prior to the Coverage Period, no **Member** authorized by the **Named Member** to give or receive notice of an **Occurrence** or **Claim**, knew that the **Bodily Injury, Personal Injury, Advertising Injury, Property Damage, or a Wrongful Act** had occurred, in whole or in part. If such a **Member** knew, prior to the Coverage Period, that **Bodily Injury, Personal Injury, Advertising Injury,**

**Property Damage**, or a **Wrongful Act** occurred, then any continuation, change or resumption of such **Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or a **Wrongful Act** during or after the Coverage Period will be deemed to have been known prior to the Coverage Period.

**Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or a **Wrongful Act** which occurs during the Coverage Period and was not, prior to the Coverage Period, known to have occurred by any **Member** authorized by the **Named Member** to give or receive notice of an **Occurrence** or **Claim**, includes any continuation, change or resumption of that **Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or a **Wrongful Act** after the end of the Coverage Period.

**Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or a **Wrongful Act** will be deemed to have been known to have occurred at the earliest time when any **Member** authorized by the **Named Member** to give or receive notice of an **Occurrence** or **Claim**:

- A. Reports all, or any part, of the **Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or **Wrongful Act** to the **Pool** or any other insurer;
- B. Receives a written or verbal demand or **Claim** for **Damages** because of the **Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or **Wrongful Act**; or
- C. Becomes aware by any other means that **Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or a **Wrongful Act** has occurred or has begun to occur.

## II. LIMITS OF LIABILITY

- A. The limits of liability and the provisions in this Section II. set the maximum the **Pool** will pay regardless of the number of:
  1. **Members** covered under this Coverage Document;
  2. **Claims, Actions or Suits** made or brought;
  3. Persons or organizations making **Claims** or bringing **Action or Suit**;
  4. Additional Coverages and other special coverage grants offered; or
  5. With respect to Coverage E (Auto Uninsured/Underinsured Motorists Liability), **Covered Autos, Claims** made or vehicles involved in an **Occurrence**.
- B. An each **Occurrence** or **Wrongful Act** Limit of \$2,000,000 is the most the **Pool** will

pay for the sum of all **Damages** under Coverage A (General Liability, Automobile Liability, Professional Liability, and Public Official's Liability), Coverage B (Civil Rights Liability), Coverage C (Out of State Jurisdiction Liability), and Coverage D (Employment Liability), whether one or more of these Coverages are involved in a single covered **Occurrence** and/or **Wrongful Act**; except that for **Claims, Actions or Suits, Occurrences, or Wrongful Acts** to which the monetary limits of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, apply, there shall be a further sub-limit in the amount of:

1. \$424,000 for an injury to any one person in any single **Occurrence** and/or **Wrongful Act**; and
  2. \$1,195,000 for an injury to two or more persons in any single **Occurrence** and/or **Wrongful Act** but in the event of an injury to two or more persons in any single **Occurrence** and/or **Wrongful Act**, the sub-limit shall not exceed \$424,000 for each injured person.
- C. An each **Occurrence** Limit of \$2,000,000 is the most the **Pool** will pay under Coverage E (Auto Uninsured/Underinsured Motorists Liability) regardless of the number of **Covered Autos** or **Members** involved in any single **Occurrence**. However, in no event will the **Pool** pay more than the least of: (1) this limit of liability; (2) the amount of compensatory damages sustained but not recovered; or (3) the difference between this limit of liability and all amounts paid to a **Member** by or for anyone legally liable for compensatory damages resulting from **Bodily Injury**, including all sums paid under Coverage A (General Liability, Automobile Liability, Professional Liability, and Public Official's Liability) and Coverage B (Civil Rights Liability).
- D. The most the **Pool** will pay for medical expenses under Coverage F (Medical Payments) because of **Bodily Injury** is \$10,000 any one person, \$10,000 any one **Occurrence**.
- E. The most the **Pool** will pay for auto medical payments under Coverage G (Auto Medical Payments) because of **Bodily Injury** is \$10,000 any one person, \$10,000 any one **Occurrence**.
- F. Subject to Limits B., C., and D. above, an Annual Aggregate Limit of \$ [unlimited for this Coverage Period] is the most the **Pool** will pay for all **Damages** from all covered **Occurrences** or **Claims** taking place during the Coverage Period.
- G. With respect to the Additional Coverages and other specific coverage grants provided within this Coverage Document, the each **Occurrence** and Annual Aggregate limits of liability stated are subject always to the each **Occurrence** and Annual Aggregate limits of liability, as presented in Limits B., C., D. and E. above,

arising from a single covered **Occurrence** or **Claim**, or from all covered **Occurrences** and **Claims** during the Coverage Period.

- H. Unless stated otherwise within this Coverage Document or other special coverage grant, defense costs are in addition to the each **Occurrence** and Annual Aggregate total limits of liability.
- I. The limits of liability apply separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the Coverage Period shown in the Declarations, unless the Coverage Period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding annual period for purposes of determining the limits of liability.
- J. The **Pool** shall not be obligated to pay any **Claim** or judgment or to defend any such **Claim, Action or Suit** after the applicable limit of liability shown on the **Member's** Declarations has been exhausted by payment of judgments or settlements and, with respect to Additional Coverage C (Securities Claim Coverage), the costs and expenses in defense of a **Claim, Action or Suit**.

### III. DEDUCTIBLE LIABILITY

- A. The obligation of the **Pool** to pay **Damages** on the behalf of a **Member** applies only to the amount of **Damages** for each **Occurrence** in excess of any deductible amount stated on the Declarations or under Additional Coverages.
- B. The **Pool** may pay any part of all of the deductible amount to effect settlement of any **Claim, Action or Suit**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by the **Pool**.

### IV. SUPPLEMENTARY PAYMENTS & DEFENSE

#### SUPPLEMENTARY PAYMENTS

With respect to any **Claim, Action or Suit** that is covered under this Coverage Document that the **Pool** investigates or defends, the **Pool** will pay:

- A. All expenses the **Pool** incurs.
- B. Defense costs and expenses including:
  - 1. Legal fees charged by the attorney(s) assigned by the **Pool**;
  - 2. Court costs;

3. Expert witness fees;
  4. Normal administrative defense costs such as court reporter fees, transcript fees, filing fees and reasonable miscellaneous costs such as postage, communication and photocopies; and
  5. The cost of court bonds, but the **Pool** does not have to furnish these bonds.
- C. Up to \$1,000 for cost of bail bonds required because of **Occurrences** or traffic law violations arising out of the use of any vehicle to which this Coverage Document applies. The **Pool** does not have to apply for or furnish these bonds.
- D. The cost of bonds to release attachments in any **Action or Suit** against a **Member** the **Pool** defends, but only for bond amounts within the applicable limits of liability. The **Pool** does not have to apply for or furnish these bonds.
- E. Reasonable expenses incurred by the **Member** at the **Pool's** request to assist the **Pool** in the investigation or defense of the **Claim, Action or Suit** including the actual loss of earnings up to \$500 a day because of time off work. Except as stated in the preceding sentence, the **Pool** will not pay any salaries, charges or fees for any current or former **Named Member's** directors, officers, employees or volunteers.
- F. All costs taxed against the **Member** in the **Action or Suit**.
- G. Prejudgment interest awarded against the **Member** on that part of the judgment the **Pool** pays. If the **Pool** makes an offer to pay the applicable limit of liability, the **Pool** will not pay any prejudgment interest based on the period of time after the offer.
- H. All interest on the full amount of any judgment that accrues after entry of the judgment and before the **Pool** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

Except with respect to Additional Coverage C (Securities Claim Coverage), or as stated otherwise within this Coverage Document or other special coverage grant, the **Pool's** costs and expenses in defense of a **Claim, Action or Suit** are in addition to, and not included within, the stated limits of liability.

#### Defense

The **Pool** shall have the right and duty to defend any **Claim, Action or Suit** against the **Member** seeking **Damages**, even if any of the allegations of the **Claim, Action or Suit** are groundless, false or fraudulent, and the **Pool** may make such investigation and settlement of any such **Claim, Action or Suit** as it deems expedient. The **Pool** shall have the right, but

no duty, to appeal any judgment. The **Pool's** right and duty to defend ends when the applicable limit of liability, as shown in the **Member's** Coverage Document, has been exhausted by payment of judgments or settlements, and with respect to Additional Coverage C (Securities Claim Coverage), the costs and expenses in defense of a **Claim, Action or Suit**.

## V. ADDITIONAL COVERAGES

The following Additional Coverages are provided by the **Pool** to a **Member**. Unless otherwise indicated in this Section V., the **Pool** has no other obligation to the **Member** to provide coverage or pay for defense or supplementary payments.

Any additional limits of liability purchased from the **Pool** by a **Named Member** in excess of those limits of liability stated in Section II. (LIMITS OF LIABILITY), will not apply to these Additional Coverages, except as expressly stated under Section VI.B. EXTENSIONS OF COVERAGE (Excess Liability), below. All other terms, conditions and exclusions of this Coverage Document apply to the Additional Coverages unless otherwise expressly indicated.

### **Additional Coverage A:** Sexual Molestation or Misconduct, or Tortious Physical or Sexual Contact

Subject to the following provisions, and notwithstanding Exclusion X., the most the **Pool** will pay under this Additional Coverage A is \$1,000,000 in the aggregate for each **Named Member** and a combined \$5,000,000 annual aggregate shared among all **Named Members** for any one Coverage Period, for **Damages** resulting from all **Occurrences** or **Claims, Actions or Suits** arising from sexual molestation or misconduct against the **Named Member** as a result of vicarious liability emanating from the activities of a **Member**, including a **Claim** arising from an **Occurrence** that a **Member** knew or should have known that an actor or youth-related activity or program posed a risk of sexual misconduct against a minor.

**Damages** shall be deemed to have occurred at the time of the initial sexual molestation, tortious physical or sexual contact, and all such **Damages** shall be deemed to be one **Occurrence** whether committed by the same perpetrator, or two or more perpetrators acting in concert, and without regard to the number of injured persons or incidents of sexual molestation, tortious physical or sexual contact taking place thereafter, and without regard to the number of Coverage Periods over which such related acts of sexual molestation, tortious physical or sexual contact took place. Only the Coverage Period and applicable Limit(s) of Liability in which the sexual molestation, tortious physical or sexual contact first occurred will apply to such single **Occurrence**.

The **Pool** will also defend any **Member(s)** accused of committing an act of sexual molestation, tortious physical or sexual contact. However, the **Pool's** obligation to

defend ends when the **Member** is found guilty or not guilty by a court judgment or other final adjudication of such charges or the **Member** admits guilt.

For purposes of this Additional Coverage A, an **Occurrence** includes sexual molestation, sexual misconduct, tortious physical or sexual contact.

Notwithstanding the above, the **Pool's** duty to defend any **Member** is predicated on the **Named Member's** legal obligation to defend any **Member** under the provisions of Colorado law.

**Additional Coverage B: Pre-Loss Legal Assistance**

Upon prior approval of the **Claims Administrator**, the cost of pre-loss legal assistance which is available for: any potential **Occurrence** or **Wrongful Act** that could lead to a future **Claim, Action or Suit** under this Coverage Document; or for the defense of an audit, investigation, administrative action, or similar process commenced by a state or federal agency that enforces employment, labor, or worker safety laws. This is subject to a limit of \$5,000 any one potential **Occurrence** or **Wrongful Act**, or audit defense not to exceed \$10,000 per **Member** each Coverage Period.

**Additional Coverage C: Securities Claim Coverage**

Subject to the following provisions, and notwithstanding the provisions of Exclusions P. and Q., the **Pool** will pay a maximum of \$1,250,000 in the aggregate for **Damages** the **Member** is legally obligated to pay as a result of a **Securities Claim**. This limit of liability is the maximum liability of the **Pool** regardless of the number of **Securities Claims** in any one Coverage Period.

Notwithstanding any other provisions of this Coverage Document, defense costs the **Pool** incurs in connection with a **Securities Claim** under this Additional Coverage C shall reduce the limit of liability available to pay **Damages**.

Notwithstanding the provisions of Exclusions P. and Q., the **Pool** will defend a **Member** in connection with a **Securities Claim** alleging any dishonest, fraudulent, bad faith or malicious act or omission unless and until it is established either by admission of the **Member** or in a final determination by a judge, jury, arbitrator, or other tribunal of competent jurisdiction, that the **Member** did in fact engage in such act or omission. In the event of such admission or determination, such **Member** agrees to repay to the **Pool**, upon demand, all defense costs incurred on the **Member's** behalf by virtue of this provision.

Notwithstanding the other provisions of this Additional Coverage C, or any other provisions of this Coverage Document, the **Pool** shall have no duty to defend or to pay **Damages** in connection with any investigation of a **Member** or any **Securities**

**Claim** against a **Member** by the Securities and Exchange Commission or any other state or federal officer or entity with jurisdiction to investigate violations of, and/or bring **Claims, Actions or Suits** or criminal proceedings to enforce, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Colorado Securities Act, as amended, or any similar federal or state statute or any rules or regulations relating to securities.

**Additional Coverage D: Personal Use Auto Liability Coverage**

Limit of Liability for this Additional Coverage D: \$2,000,000 Per Occurrence applicable to the below Subsection A., or Subsection B., or to Subsections A. and B. if a single **Occurrence** involves both Subsections A. and B. This Limit of Liability is part of and not in addition to the applicable Limit(s) of Liability stated in Section II. (LIMITS OF LIABILITY).

A. Use of Owned Autos

Subject to the Additional Coverage D Limit of Liability, the **Pool** will pay on behalf of the **Designated Member** those sums which the **Designated Member** is legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** resulting from the **Designated Member's** personal use of an **Owned Auto**, provided that:

1. The **Owned Auto** is shown on the **Named Member's** auto coverage schedule with the **Pool**; and
2. The **Owned Auto** is used primarily and predominantly, but not exclusively, within the course and scope of the **Designated Member's** duties in connection with the **Named Member's** business; and
3. Personal use of the **Owned Auto**:
  - (a) Is addressed in a valid and enforceable written employment contract between the **Named Member** and the **Designated Member**.
  - (b) Does not include use in any business that is not the **Named Member's** business.

B. Drive Other Car Coverage

When an **Owned Auto** is provided to a **Designated Member** for personal use as stated in Subsection A. above, subject to the Additional Coverage D Limit of Liability, the **Pool** will pay on behalf of the **Designated Member** those

sums which the **Designated Member** is legally obligated to pay as **damages** because of **Bodily Injury** or **Property Damage** resulting from the **Designated Member's**:

1. Use of an **Auto** in the **Named Member's** business; or
  2. Personal use of an **Auto**, provided that such **Auto** is:
    - (a) Not owned, leased, rented, hired, or borrowed by the **Named Member**; and
    - (b) Not owned or leased by the **Designated Member**; and
    - (c) Not used in any business that is not the **Named Member's** business; and
    - (d) Not used in a business of selling, servicing, repairing or parking **Autos** regardless if such business is the **Named Member's** business.
- C. Additional Coverage D also includes:
1. Anyone else **Occupying** any **Auto** covered in Subsections A. or B. above or a temporary substitute for such **Auto** if that **Auto** is out of service because of its breakdown, repair, servicing, loss, or destruction; or
  2. Anyone for **Damages** he or she is entitled to recover because of **Bodily Injury** or **Property Damage** sustained by another **Member** in connection with any **Auto** covered in Subsections A. or B. above.

As used in this Additional Coverage D, **Designated Member** means an officer or employee of the **Named Member** and any **Family Member** of such officer or employee.

**Additional Coverage E:** Mold, Fungus

To the extent coverage is excluded by Exclusion AA., the **Pool** will pay a maximum of \$350,000, in the aggregate, for all **Occurrences** or **Claims** in any one Coverage Period for **Damages** arising directly or indirectly out of, resulting from, caused by, or contributed to by any **Fungus** or **Spore**.

**Additional Coverage F:** No-Fault Water Intrusion and/or Sewer Back-up

The **Pool** will pay reasonable expenses actually incurred for **Property Damage** and clean-up expenses resulting from a **Claim** made against a **Member** that directly results from a water intrusion or sewer back-up that is:

1. Accidental and neither expected nor intended by the **Member**; and
2. Instantaneous and demonstrable as having commenced at a specific time and date during the Coverage Period;
3. Not due to the negligence or other fault of the **Member**;
4. Not due to the negligence or other fault of a third party; and
5. Not caused by excessive rains or other acts of nature.

The **Pool** will pay only those expenses incurred within one year from the date of the initial **Occurrence**.

Limits of Liability:

\$10,000	any one residential premises
\$10,000	any one commercial occupancy
\$200,000	in the aggregate for any one <b>Occurrence</b>
\$1,000,000	shared all <b>Member</b> aggregate for the total of all <b>Occurrences</b> in any one Coverage Period

Regardless of the number of **Claims** made or claimants involved in any one **Occurrence**, the most the **Pool** will pay for any one **Occurrence** for all **Property Damage** and clean-up expenses combined is the limit of liability shown for any one **Occurrence**.

Deductible:

The obligation of the **Pool** applies only to the amount of **Property Damage** or clean-up expenses that exceed \$500 any one **Occurrence**, or any higher optional deductible chosen by **Member**.

Other Coverage or Insurance:

If the claimant presenting the **Claim, Action or Suit** against the **Member** has any other applicable, collectible coverage of any kind, including insurance, then that other coverage applies to the **Property Damage** or clean-up expense and the coverage provided by this Additional Coverage F shall be excess and in no event contributing coverage. In no event shall the liability of the **Pool** hereunder exceed the limits of liability set forth herein.

**Additional Coverage G:**

**Part G.I. Injunctive Relief Defense Reimbursement**

Notwithstanding Exclusion T., the **Pool** will reimburse the **Named Member**, subject to the limits and conditions below, for the **Named Member's** incurred costs of defense of an action for **Injunctive Relief** because of the liability of the **Named Member** to which this Coverage Document applies, subject to the following:

1. If the **Named Member** selects the attorney representing the **Named Member** in the action seeking **Injunctive Relief**, the maximum the **Pool** will pay as reimbursement is \$50,000 each **Named Member** in the aggregate for any one Coverage Period. If the **Named Member** tenders the selection of the attorney in the action seeking **Injunctive Relief** to the **Pool** at the time of commencement of such action, the maximum the **Pool** will pay as reimbursement is \$75,000 each **Named Member** in the aggregate for any one Coverage Period. The **Pool's** reimbursement obligation for the defense of the **Named Member** is limited to attorney fees, expert fees, and normal administrative litigation costs such as court reporter fees, transcript fees, filing fees, and reasonable miscellaneous costs such as postage, communication, and photocopies.

The **Pool** has no obligation to pay for the cost of complying with the **Injunctive Relief**, including any penalties or fines which may be assessed as part of the **Injunctive Relief**, and the **Pool** has no obligation to pay for any **Damages**, attorney's fees, or costs awarded or taxed against the **Named Member** as part of the action for **Injunctive Relief**.

Upon exhaustion of the above-stated aggregate limit of \$50,000, or \$75,000 for tendered selection of the attorney to the **Pool** at the commencement of the action, the **Pool** will have no further obligations or liability of any kind.

2. In addition to the **Named Member** aggregate limit of \$50,000, or \$75,000 for tendered selection of the attorney to the **Pool** at the commencement of the action this Additional Coverage G.I. and Additional Coverage G.II. are subject to a combined \$500,000 annual aggregate, shared among all **Named Members** for any one Coverage Period. Upon exhaustion of the aggregate limit by such payments, the **Pool** will have no further obligations or liability of any kind to any **Named Member**.
3. In the event a **Claim** for **Injunctive Relief** is asserted in any action asserting other **Claims** to which this Coverage Document applies, the **Pool** retains and has the right to select the attorney representing the **Named Member**.

4. The action seeking **Injunctive Relief** must be brought before a court or agency of the United States, or any State or Commonwealth therein, or any governmental subdivision of any of them.
5. As a condition to this Additional Coverage G.I., the **Named Member** must provide notice to the **Pool** as provided in Subsection VII.F. (CONDITIONS – Duties in the Event of an Occurrence) of this Coverage Document, and the **Pool** has no obligation to reimburse any defense costs incurred by the **Named Member** prior to such notice.
6. All actions based on or arising out of the same **Wrongful Act** or a series of related **Wrongful Acts** shall be deemed a single action deemed to have taken place when the **Wrongful Act**, including a series of related **Wrongful Acts**, first occurred regardless of the number of:
  - (a) **Named Members**;
  - (b) Plaintiffs;
  - (c) Demands asserted; or
  - (d) Injunctions, temporary restraining orders or prohibitive writs.

Related **Wrongful Acts** shall include **Wrongful Acts** which are the same, related, continuous, or which arise from a common nucleus of facts.

7. If an action gives rise to coverage under both Additional Coverage G.I. and Additional Coverage G.II., the maximum aggregate liability of the **Pool** for defense costs reimbursement for all actions shall not exceed \$50,000, or \$75,000 for tendered selection of the attorney to the **Pool** at the commencement of the action, for each **Named Member** in any one Coverage Period.

#### **Part G.II. Non-Monetary Relief Defense Reimbursement**

Notwithstanding Exclusion T., the **Pool** will reimburse the **Named Member**, subject to the limits and conditions below, for the **Named Member's** incurred costs of defense of an action for **Non-Monetary Relief** because of the liability of the **Named Member** to which this Coverage Document applies, subject to the following:

1. If the **Named Member** selects the attorney representing the **Named Member** in an action seeking **Non-Monetary Relief**, the maximum the **Pool** will pay as reimbursement is \$50,000 each **Named Member** in the aggregate, for any one Coverage Period. If the **Named Member** tenders the selection of the attorney in the action seeking **Non-Monetary Relief** to the

**Pool** at the time of commencement of such action, the maximum the **Pool** will pay as reimbursement is \$75,000 each **Named Member** in the aggregate for any one Coverage Period. The **Pool's** reimbursement obligation for the defense of the **Named Member** is limited to attorney fees, expert fees, required court bonds, and normal administrative litigation costs such as court reporter fees, transcript fees, filing fees, and reasonable miscellaneous costs such as postage, communication, and photocopies.

The **Pool** has no obligation to pay for the cost of complying with the **Non-Monetary Relief**, including any penalties or fines which may be assessed as part of the **Non-Monetary Relief**, and the **Pool** has no obligation to pay for any **Damages**, attorney fees, costs awarded or taxed against the **Named Member** as part of the action for **Non-Monetary Relief**.

Upon exhaustion of the above-stated aggregate limit of \$50,000, or \$75,000 for tendered selection of the attorney to the **Pool** at the commencement of the action, the **Pool** will have no further obligations or liability of any kind to the **Named Member**.

2. In addition to the **Named Member** aggregate limit of \$50,000, or \$75,000 for tendered selection of the attorney to the **Pool** at the commencement of the action, this Additional Coverage G.I. and Additional Coverage G.II are subject to a combined \$500,000 annual aggregate, shared among all **Named Members** for any one Coverage Period. Upon exhaustion of the aggregate limit by such payments, the **Pool** will have no further obligations or liability of any kind to any **Named Member**.
3. In the event a **Claim** for **Non-Monetary Relief** is asserted in any action asserting other **Claims** to which this Coverage Document applies, the **Pool** retains and has the right to select the attorney representing the **Named Member**.
4. The action seeking **Non-Monetary Relief** must be brought before a court or agency of the United States, or any State or Commonwealth therein, or any governmental subdivision of any of them.
5. As a condition to this Additional Coverage G.II., the **Named Member** must provide notice to the **Pool** as provided in Subsection VII.F. (CONDITIONS – Duties in the Event of an Occurrence) of this Coverage Document, and the **Pool** has no obligation to reimburse any defense costs incurred by the **Named Member** prior to such notice.
6. All actions based on or arising out of the same **Wrongful Act** or a series of related **Wrongful Acts** shall be deemed a single action deemed to have taken

place when the **Wrongful Act**, including a series of related **Wrongful Acts**, first occurred regardless of the number of:

- (a) **Named Members**;
- (b) Plaintiffs;
- (c) Demands asserted; or
- (d) Forms of **Non-Monetary Relief**.

Related **Wrongful Acts** shall include **Wrongful Acts** which are the same, related, continuous, or which arise from a common nucleus of facts.

7. If an action gives rise to coverage under both Additional Coverage G.I. and Additional Coverage G.II., the maximum aggregate liability of the **Pool** for defense costs reimbursement for all actions shall not exceed \$50,000, or \$75,000 for tendered selection of the attorney to the **Pool** at the commencement of the action, for each **Named Member** in any one Coverage Period.

#### **Additional Coverage H: Fiduciary Liability**

The **Pool** will pay a maximum sub-limit of \$200,000 per **Named Member** in any one Coverage Period for **Damages** resulting from any **Claim** arising from a negligent act, error, misstatement, misleading statement, omission, neglect, or breach of duty committed by the governing body of the **Named Member**, or of the **Named Member's** manager when acting with the knowledge and consent of such majority of the governing body, in the capacity as a fiduciary for any **Employee Benefits Program** for any plan sponsored, established, and maintained by the **Named Member** solely for the benefit of the employees of the **Named Member**.

The most the **Pool** will pay under this Additional Coverage H is a combined \$1,000,000 annual aggregate, shared among all **Named Members** for any one Coverage Period, subject further to the maximum sub-limit per **Named Member**. Upon exhaustion of the aggregate limit by such payments, the **Pool** will have no further obligations or liability of any kind.

As used in this Additional Coverage H, **Administration** means choosing, changing, terminating, or eliminating an **Employee Benefits Program**, including amending benefits, requiring employee contributions, or changing the level of employee contributions exclusively in a fiduciary capacity, provided all such acts are authorized by the **Named Member**.

**DEDUCTIBLE:**

The **Named Member** will pay a \$1,000 deductible per **Loss** or **Claim** under this Additional Coverage H.

**EXCLUSIONS:**

Coverage under this Additional Coverage H shall not apply to the extent it is established by admission of the **Member** or in a final determination by a judge, jury, arbitrator, or other tribunal of competent jurisdiction that the liability otherwise covered under this Additional Coverage H is based upon, attributable to, or results or arises from any of the following:

1. Any intentional, willful, deliberate, malicious, fraudulent, dishonest, or criminal act by the **Named Member** with actual knowledge of its wrongful nature or with the intent to cause damage or intentionally violate any of the foregoing acts or laws to which this Additional Coverage H applies.
2. Any liability for **Damages** resulting from any **Claim** based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406 commonly referred to as the Pension Reform Act of 1974 and amendments thereto.

**Additional Coverage I:** Data Compromise Including E-Commerce Cyber Liability

To the extent coverage is excluded by Exclusion Y., the **Pool** will pay a maximum of \$200,000 per **Named Member** in any one Coverage Period for:

Data Compromise Liability:

The **Pool** will reimburse the **Named Member** for **Data Compromise Expenses** incurred to address identity theft resulting from any **Personal Data Compromise** occurring within the Coverage Period when legally imposed based upon the federal government's implementation of the "Red Flag" anti-identity theft statutes and regulations and amendments thereto, upon state laws requiring notification of a network security breach to everyone who could be affected by the breach, or upon similar provisions of any federal, state or local statutory law or common law.

Website Publishing Liability:

The **Pool** will pay for **Damages** that the **Named Member** is legally obligated to pay as a result of **Wrongful Acts** associated with the content posted to the **Named Member's** website. For purposes of this paragraph only, **Wrongful Act** is defined to include actual or alleged errors, misstatements, or misleading statements, defamation, or violation of a person's right of privacy, occurring within the Coverage Period.

Network Security Breach Liability:

The **Pool** will pay for **Data Compromise Expenses** the **Named Member** is legally obligated to pay as a result of a **Wrongful Act** associated with the **Named Member's** failure within the Coverage Period to maintain the security of the **Named Member's** computer system. For purposes of this paragraph, a computer system is defined to include computer hardware and software systems owned by the **Named Member**, or licensed or leased by the **Named Member**. The **Wrongful Act** must result in a third party gaining unauthorized access to the **Named Member's** computer system resulting in the publication of another's personal information or the **Named Member's** inadvertent transmission of a computer virus or malicious code.

Replacement or Restoration of Electronic Data:

The **Pool** will reimburse the **Named Member** the cost to recreate or restore electronic data to pre-loss conditions, or computer programs that are damaged or destroyed as a direct result of an e-commerce incident occurring within the Coverage Period. For purposes of this Additional Coverage I, e-commerce incident is defined as a computer virus, malicious code, or denial of service attack.

Cyber Extortion Threats:

The **Pool** will reimburse the **Named Member** for **Data Compromise Expenses** and, if approved by the **Pool** in advance of payment thereof, ransom payments incurred as a direct result of cyber extortion threat occurring within the Coverage Period. For purposes of this Additional Coverage I, a cyber extortion threat is an attack or threat of an attack against the operations or systems of the **Named Member** by the use of a computer or other electronic communications system, coupled with a demand or request for money or other consideration to avert or stop the attack.

Business Income and Extra Expense:

The **Pool** will pay the actual loss of business income and/or extra expense incurred by the **Named Member** as a direct result of an e-commerce incident or cyber extortion threat occurring within the Coverage Period.

Public Relations Expense:

The **Pool** will reimburse the **Named Member**, if approved by the **Claims Administrator** in advance of payment thereof, for the services of a public relations consulting firm for the purpose of averting or mitigating damage to the **Named Member's** reputation or brand caused by a **Personal Data Compromise**, e-commerce incident, network security breach, cyber extortion threat or **Wrongful Act** occurring within the Coverage Period and covered under this Additional

Coverage I. The most the **Pool** will reimburse for such services is \$25,000, which is part of and not in addition to the limit provided under this Additional Coverage I, where an event described in this paragraph creates an objective risk of a material threat to the **Named Member's** reputation or brand. The public relations consulting firm shall be approved by the **Claims Administrator**, who, when considering the firm for approval, shall take into account the nature and severity of the event, as well as the cost and quality of the proposed services. Except for a reimbursement for public relations service that is approved in advance under this paragraph, the **Pool** will not be liable for any other costs, expenses, **Loss, Damages**, or liabilities the **Named Member** may incur as the result of negative publicity.

**ALL NAMED MEMBERS AGGREGATE:**

The most the **Pool** will pay under this Additional Coverage I is a combined \$5,000,000 annual aggregate shared all **Named Members** for any one Coverage Period, subject further to the **Named Member** sub-limit above. Upon exhaustion of the aggregate limit by such payments, the **Pool** will have no further obligations or liability of any kind.

**DEDUCTIBLES:**

The **Named Member** will pay a \$1,000 deductible per each **Loss** or **Claim** under this Additional Coverage I.

**EXCLUSIONS:**

Coverage under this Additional Coverage I shall not apply to the extent it is established by admission of the **Named Member** or in a final determination by a judge, jury, arbitrator, or other tribunal of competent jurisdiction that the liability otherwise covered under this Additional Coverage I is based upon, attributable to, or results or arises from any of the following:

1. Any intentional, willful, deliberate, malicious, fraudulent, dishonest, or criminal act by the **Named Member**.
2. Any **Claim**, fact, circumstance, situation or **Occurrence**, event, transaction, or **Wrongful Act** which took place before the inception date of this Coverage Document.
3. Any fines or penalties, including but not limited to fees or surcharges from affected financial institutions or levied by a governmental or regulatory authority.
4. Defense or other expenses incurred in relation to any criminal investigations or proceedings.

5. Any failure of power or other utility service that enables the **Named Member's** e-commerce operations.
6. Any action of governmental authority, including the seizure or destruction of, or damage to or loss of use of any e-commerce asset or any e-commerce communication.
7. Any actual or alleged inability to use, or lack of performance of, any technology products that are in development, or are in 'beta' or similar testing state, and/or have not yet been authorized for general commercial release.
8. Any unsolicited electronic dissemination of faxes or e-mails by the **Named Member** or any other party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, and/or any similar federal or state statutes, law or regulation relating to a person's right of seclusion.
9. The failure to protect a computer system by installing or utilizing network security measures equal to or superior to that disclosed or recommended in any risk assessment or best practice review provided to the **Named Member**, including but not limited to network security, access protection, intrusion detection, data backup procedures, malicious code protection, software product updates and releases, patch protection, and data encryption; or the failure to protect a **Named Member's** computers and other components by using best efforts to install commercially available software product updates, releases, or security related patches.
10. The malfunction, failure, or inadequacy of any satellite.
11. Any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act (RICO) and its amendments, or similar provisions of any federal, state, or local statute or common law.
12. Ordinary wear and tear, gradual deterioration of, or failure to maintain electronic data and computer systems on which electronic data is processed or stored whether owned, leased or maintained by the **Named Member** or others.
13. The physical loss of, damage to or destruction of tangible property, including the loss of use thereof. Tangible property does not include electronic data, but does include all computer hardware.
14. Any failure or shutdown of:

- a. Telephone lines; or
  - b. The internet, data transmission lines or wireless communications connection; or
  - c. Any electrical or mechanical device that results in any electrical disturbance, surge, spike, brownout, or blackout; provided, however, this exclusion shall not apply to **Claims** arising out of professional services **Wrongful Acts** where the professional services rendered or failed to be rendered directly relate to the avoidance or minimization of the events set forth above or the consequences thereof; or
  - d. Any other telecommunications equipment, facilities or electronic infrastructure, including equipment, facilities or infrastructure that supports the operation of computer networks, including the internet, which are used to transmit or receive voice or data communications and which are not under the **Named Member's** direct operational control or, if applicable, under the direct operational control of the **Named Member's** service provider.
15. Outages to gas, water, telephone, internet, cable, or other infrastructure; fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail; act of God or any other physical event, however caused; provided however, this exclusion shall not apply to **Claims** arising out of professional services **Wrongful Acts** where the professional services rendered or failed to be rendered directly relate to the avoidance or minimization of the events set forth above or the consequences thereof.
  16. Liability assumed under a contract.
  17. Dispersal or application of biological or chemical materials, or nuclear reaction, radiation, or contamination.
  18. **Bodily Injury.**
  19. Pollution liability or employment practices liability **Claims.**
  20. Liability for which coverage is excluded pursuant to Section VI (EXCLUSIONS) except the provisions of this Additional Coverage I shall apply to the extent coverage is excluded by Exclusion Y.

**Additional Coverage J:** Unmanned Aircraft Liability Coverage

1. Subject to the following provisions, and notwithstanding the provisions of Exclusion C., the **Pool** will pay a maximum of \$200,000 per **Named Member** in any one Coverage Period for **Bodily Injury, Personal Injury, Advertising Injury** or **Property Damage** the **Named Member** is legally obligated to pay as **Damages** arising out of:
  - a. the ownership, operation, maintenance, transportation, use, or entrustment to others of any aircraft that is an **Unmanned Aircraft System**;  
or
  - b. liability assumed by the **Member** under an **Insured Contract** for the ownership, maintenance, or use of an **Unmanned Aircraft System**.

Use of an **Unmanned Aircraft System** includes **Loading or Unloading**.

2. Such **Unmanned Aircraft System** coverage is conditioned upon any **Member**, or any other person or entity authorized by the **Member** and under the **Member's** direction to operate the **Unmanned Aircraft System**, fully complying with:
  - a. Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respect to an **Unmanned Aircraft System**, including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards;
  - b. United States Department of Transportation laws and regulations with respect to an **Unmanned Aircraft System**, including any amendment or addition to such laws and regulations;
  - c. Any other applicable federal laws and regulations with respect to an **Unmanned Aircraft System**, including any amendment or addition to such laws and regulations.
  - d. Any state and local laws and regulations with respect to an **Unmanned Aircraft System**, including any amendment or addition to such laws and regulations.

The most the **Pool** will pay under this Additional Coverage J is a combined \$1,000,000 annual aggregate shared all **Named Members** for any one Coverage Period, subject further to the **Named Member** sub-limit above. Upon exhaustion of the aggregate limit by such payments, the **Pool** will have no further obligations of liability of any kind.

In addition to the other exclusions stated elsewhere in this Coverage Document, Coverage under this Additional Coverage J shall not apply to:

1. **Bodily Injury, Personal Injury, Advertising Injury, or Property Damage** arising out of physical contact by any **Unmanned Aircraft** with any other aircraft,

including airships/blimps or other gas or hot air filled balloons, whether manned or unmanned;

2. **Bodily Injury, Personal Injury, Advertising Injury, or Property Damage** arising out of the hijacking of any **Unmanned Aircraft System**;
3. **Bodily Injury, Personal Injury, Advertising Injury, or Property Damage** arising out of persons or entities gaining unauthorized access to sensitive or confidential data collected, stored or transmitted by any **Unmanned Aircraft System**;
4. **Bodily Injury, Personal Injury, Advertising Injury, or Property Damage** arising out of the existence or use of weapons and ammunition attached to or incorporated within any **Unmanned Aircraft** including as part of the **Payload**;  
or
5. Government fines or penalties assessed against any **Member** arising out of operation or use of any **Unmanned Aircraft System**.

**Additional Coverage K: Public Relations Expenses**

The Pool will reimburse the **Named Member**, if approved by the **Claims Administrator** in advance of payment thereof, for the services of a public relations consulting firm for the purpose of averting or mitigating damage to the Named Member's reputation or brand caused by any potential **Occurrence** or **Wrongful Act** that could lead to a future **Claim, Action or Suit** under this Coverage Document occurring within the Coverage Period. The most the **Pool** will reimburse a **Named Member** for such services is \$25,000 each Coverage Period. The public relations consulting firm shall be approved by the **Claims Administrator**, who, when considering the firm for approval, shall take into account the nature and severity of the event, as well as the cost and quality of the proposed services. Except for a reimbursement for public relations service that are approved in advance under this paragraph, the **Pool** will not be liable for any other costs, expenses, **Loss, Damages**, or liabilities the **Named Member** may incur as the result of negative publicity.

**Additional Coverage L: Counseling Services**

The Pool will reimburse the reasonable expenses for **Counseling Services** which are actually incurred for persons affected by any potential **Occurrence** that could lead to a future **Claim, Action or Suit** under this Coverage Document occurring within the Coverage Period.

The most the **Pool** will reimburse for **Counseling Services** is \$5,000 per affected person and \$50,000, in the aggregate, for any one **Occurrence**. The obligation of the **Pool** to reimburse reasonable expenses is excess of any other insurance coverage or benefit that is available to the affected person. The **Pool** will pay only those expenses incurred within one year from the date of the initial **Occurrence**.

The **Pool** will make these payments regardless of fault. These payments will not exceed the applicable limit of liability.

As used in this Additional Coverage L, **Counseling Services** means a service provided by a doctor, therapist, counselor, social worker, or other qualified professional who is licensed to diagnose, or to provide therapy, counseling, or other appropriate professional treatment of mental and behavioral health.

## VI. EXTENSIONS OF COVERAGE

### A. Commandeered Property

At the **Named Member's** request, subject to the limits of liability stated in Section II. LIMITS OF LIABILITY, which limits are not increased by this extension of coverage, the **Pool** will pay on behalf of the **Member**:

1. Those sums which the **Member** is legally obligated to pay as **Damages** arising out of the use of **Commandeered Property** resulting from an **Occurrence** or **Wrongful Act** to which this Coverage Document applies; and
2. **Property Damage** to **Commandeered Property**, but only for the time the **Member** officially uses the **Commandeered Property** for **Emergency Operations** plus the reasonable time necessary to return the property. Coverage under this Subsection A.2. only applies during the Coverage Period; however, coverage for the loss of use for any **Commandeered Property** is limited to 180 days. The obligation of the **Pool** to pay for **Property Damage** to **Commandeered Property** is excess of any other insurance coverage or benefit available to the **Member**.

### B. Excess Liability

The Additional Limits of Liability selected by the **Named Member** applies to the following underlying coverage provisions: Coverages A, B, C, and D in Section I (COVERAGE AGREEMENTS) of this Coverage Document. The Additional Liability Limit does not apply to Section IV. (SUPPLEMENTARY PAYMENTS & DEFENSE) nor to Section V. (ADDITIONAL COVERAGES) of this Coverage Document.

Where the **Named Member** participates in the **Pool's** Workers' Compensation program, the Excess Liability Limits purchased by the **Named Member** will act as excess over the **Named Member's** Workers' Compensation Employer's Liability Limits of Indemnity Per Occurrence of \$2,000,000 and any applicable Self-Insured Retention, subject to all terms, conditions, exclusions, and limitations on coverage set forth in this Liability Coverage Document and the Workers' Compensation coverage document. To the extent this Liability Coverage Document and the **Pool's**

Workers' Compensation coverage documents are found to be in conflict, the more restrictive terms, conditions, exclusions, and limitations will apply.

As respects this extension of coverage, the following remains excluded: any obligation for which the **Named Member** or the **Pool** may be held liable under any workers' compensation, unemployment, or disability benefits law; social security; or other similar law, including the Jones Act, Federal Employers' Liability Act, U.S. Defense Base Act or the U.S. Longshoremen's and Harbor Workers' Compensation Act.

Limits of Liability: The limits of this extension of coverage are as follows:

1. As shown on the **Pool's** Liability Declarations Page, the Excess Liability per **Occurrence** limit (if applicable), will apply in excess of the **Pool's** Employer's Liability Limits of Indemnity per **Occurrence** of \$2,000,000 and any applicable Self-Insured Retention; and
2. As shown on the **Pool's** Liability Declarations Page, the Excess Liability per **Occurrence** limit (if applicable), will apply in excess of the **Pool's** Workers' Compensation Employers' Liability Limits of Indemnity per **Occurrence** of \$2,000,000 and any applicable Self-Insured Retention.

C. Prior Acts under Prior Claims-Made Policies

1. Subject to all terms, exclusions and definitions stated within this Coverage Document, the **Pool** will pay on behalf of the **Member** all sums which the **Member** shall be legally obligated to pay as **Damages** because of the **Member's Claims, Actions or Suits** that would have been covered under an expiring claims-made coverage document form.
2. The following conditions must be met prior to coverage:
  - a. Within the first thirty (30) days after expiration date of the expiring claims-made coverage document, the **Named Member** must furnish a written statement of any known incident(s) which may give rise to a future **Claim, Action or Suit**;
  - b. Within the first thirty (30) days after expiration date of the expiring claims-made coverage document, the **Named Member** must furnish a complete copy of the expired claims-made coverage document(s) to the **Pool**.
3. If there is any other valid and collectible insurance or coverage available to the **Named Member** for a prior act under Section VI.C. EXTENSIONS OF COVERAGE (Prior Acts under Prior Claims-Made Policies, the **Pool** has no

obligation to make any payment of **Damages**, nor does the **Pool** have the duty to defend any incident, **Claim, Action or Suit**, or **Occurrence** that is covered by other insurance.

4. The retroactive date on the expired coverage document(s) shall apply. If there is no retroactive date on the expired coverage document(s), the inception date of the earliest claims-made policy form which the **Member** provides will be applicable.
5. Any **Claim, Action or Suit** for which **Pool** coverage is extended under this provision must be made during the Coverage Period.
6. Unless otherwise expressly provided in the **Named Member's** Declarations, the limits of liability that shall apply will be the limit stated in the **Named Member's** prior policy or the limit stated in Section II. LIMITS OF LIABILITY, whichever is less.

## VII. EXCLUSIONS

This coverage does not apply to:

- A. Any liability for **Damages** that results from an act that is intended by the **Member** or can be expected from the standpoint of a reasonable person to cause **Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or a **Wrongful Act**. This exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property. This exclusion also does not apply to any **Claim** for or arising out of **Employment Related Harassment** or an **Employment Practices Wrongful Act**.
- B. Any liability for **Damages** that the **Member** is legally obligated to pay by reason of the assumption of liability in or the breach of a contract or agreement whether expressed or implied. This exclusion does not apply to:
  1. **Damages** that the **Member** would owe in the absence of the contract or agreement; or
  2. **Damages** assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury, Personal Injury, Advertising Injury, Property Damage**, or **Wrongful Act** occurs subsequent to the execution of the contract or agreement.
- C. Any liability for **Damages** arising out of the ownership, maintenance, operation, use, **Loading or Unloading** of (1) any aircraft, including any **Unmanned Aircraft** owned or operated by, or rented or loaned to, the **Member**, or (2) any other aircraft, including **Unmanned Aircraft** owned or operated by, or rented or loaned to any

other person or entity.

- D. Any liability for **Damages** due to:
1. War including undeclared or civil war; or
  2. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- E. Any liability for **Damages** arising out of the ownership, maintenance or use of watercraft in excess of 51 feet in length.
- F. Any liability for **Damages** arising out of the operation, ownership, maintenance, use, or entrustment to others of any of the following:
1. Full-time, year-round Day Care Center (defined as a childcare center whose primary purpose is to care for toddler, pre-school and pre-kindergarten children at least 40 hours per week and at least 48 weeks per year) as the sole purpose of the Special District.
  2. Airfields, runways, hangars, buildings, or other properties in connection with any aviation activities or airports owned or operated by or rented or loaned to any **Member**.
  3. Ski lift equipment consisting of towers, chairs, gondola cars, cables, wire ropes, ropes, stanchions, or other structural components.
- G. Any liability for **Damages** arising out of damage to or destruction of any property owned by the **Member**.
- H. Any obligation for which the **Member** or the **Pool** may be held liable under any workers' compensation, employer's liability, unemployment, or disability benefits law; social security; or other similar law, including the Jones Act, Federal Employers' Liability Act, U.S. Defense Base Act or the U.S. Longshoremen's and Harbor Workers' Compensation Act.
- I. Any liability for **Bodily Injury** to any employee of the **Member**, including any volunteer or inmate for whom the **Member** could elect to provide workers' compensation coverage, arising out of and in the course and scope of the employee's, volunteer's, or inmate's employment or use of their services by the **Member**.

- J. Any liability for **Damages** arising out of, or in any way connected with, the operation of the principles of eminent domain, condemnation, inverse condemnation, adverse possession, or dedication by adverse use by whatever name called, whether such liability accrues directly against the **Member** or by virtue of any agreement entered into by or on behalf of the **Member**.
- K. Any liability for **Damages** at any hospital, clinic, nursing home, continuum of care, or other overnight healthcare facility owned or operated by the **Member**, or to any such liability assumed by the **Member** under contract, arising out of or in connection with the care, treatment, rendering of health related professional services or providing any associated products or devices to any person brought to, entering, or admitted on an inpatient or outpatient basis to such hospital, clinic, nursing home, continuum of care, or other overnight healthcare facility with the intention that care, treatment, professional services or associated products and devices be provided.

However, this exclusion does not apply to incidental medical practice, therapeutic medical practice, and athletic training practice by a **Member**.

For purposes of this exclusion, the following definitions apply:

1. Incidental medical practice means emergency medical services rendered by an emergency medical technician, firefighter, firefighter volunteer, paramedic, or similar professional that provides first aid, urgent pre-hospital treatment, stabilization for serious illness and injuries, or transport to definitive care while acting within the course and scope of their duties for the **Named Member**;
2. Therapeutic medical practice means services rendered by a licensed physical therapist for a **Member** while the licensed physical therapist is acting within the course and scope of their duties for the **Named Member** for the purpose of rehabilitation of injuries; and
3. Athletic training practice means services rendered by a licensed athletic trainer for a **Member** while the licensed athletic trainer is acting within the course and scope of their duties for the **Named Member** for the purposes of rehabilitation of injuries, promotion of job fitness, and the prevention of injuries.

As respect to therapeutic medical practice and athletic training practice, all exclusions in this Coverage Document apply, including the following: any obligation for which the **Named Member** or the **Pool** may be held liable under any workers' compensation, unemployment, or disability benefits law.

- L. 1. Any liability for **Damages** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **Pollutants** at

any time.

This exclusion does not apply to **Damages** from or arising out of any of the following if the resulting **Damages** are neither expected nor intended, and are instantaneous and demonstrable as having commenced at a specific time and date during the term of this Coverage Document:

- a. **Emergency Operations** conducted away from premises owned by, or rented to, a **Named Member**;
- b. **Training Operations**;
- c. Water runoff from the cleaning of equipment used in **Emergency Operations** or **Training Operations**;
- d. Leakage of fluids including fuel, hydraulic fluid, coolant or lubricants, other than such fluids carried as cargo, from any vehicle designed for land transportation, whether or not licensed for highway use, and owned or operated by the **Member**, and where such leakage is caused by a collision or upset of such vehicle;
- e. Collision, upset or overturn of equipment, but not including **Pollutants** carried as cargo;
- f. Heat, smoke, fumes, vapor, or soot:
  - (1) From a **Hostile Fire**;
  - (2) Produced by or originating from equipment used to heat, cool or dehumidify the building, or equipment used to heat water for personal use.
- g. Arising out of the use, handling, storage, discharge, dispersal, release or escape of any chemicals, natural gas or propane used in the **Potable Water**, irrigation water or wastewater treatment process by the **Member**;
- h. Arising out of explosion, fire, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood or earthquake;
- i. Pest abatement or spraying;
- j. Weed abatement or spraying;

- k. Arising out of propane or natural gas; or
- l. Arising out of **Potable Water**, which is provided by the **Named Member** to others.

However, as respects Subsections g., h., i., j., k., and l. of this Exclusion L.1., the **Pool** shall have no obligation to make any payment unless the **Occurrence** is: (1) detected within ten calendar days after the commencement of such presence, discharge, dispersal, seepage, migration, release, or escape; (2) reported to the Pool within 30 calendar days of being detected; and (3) subject to reasonable efforts expended by all involved **Members** to terminate or mitigate the situation as soon as conditions permit.

- 2. Any loss, cost or expense arising from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **Pollutants** at or from a **Waste Site**.
- 3. Any loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement, or voluntary act 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**.
  - b. **Claim, Action 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**.
  - c. **Claim, Action or Suit** for which a **Member** is held jointly or severally liable (whether under the Comprehensive Environmental Response Compensation and Liability Act or any statute or any judgment of any court) for **Bodily Injury, Personal Injury, Advertising Injury, Property Damage** or a **Wrongful Act** caused by parties other than the **Named Member**.

Any discharge, dispersal, release, seepage, migration or escape of **Pollutants** shall be deemed to have commenced at the time of the first event in any series, chain or combination of related events that result in any discharge, dispersal, release, seepage, migration, or escape of **Pollutants**, and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepage, migrations, or escapes, no matter when occurring, shall be deemed to have commenced at the time of that first event. Any discharge, dispersal, release, seepage, migration or escape of **Pollutants** in any series, chain or combination of related events that

results in any discharge, dispersal, release, seepage, migration, or escape of **Pollutants**, and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepage, migrations, or escapes that occur over more than one Coverage Period insured by the **Pool** shall be deemed to have taken place during the last Coverage Period and only that limit of liability shall apply.

M. Any liability for **Damages** caused by, contributed to by, resulting from, or arising directly or indirectly out of:

1. Asbestos, asbestos fibers, asbestos-containing material, asbestos dust or asbestos products, or to any obligation of the **Member** to indemnify another and/or contribute with another because of **Damages** arising out of, or as a result of, such **Bodily Injury, Personal Injury, Advertising Injury, Property Damage, or a Wrongful Act**;
2. Any supervision, instruction, recommendation, notice, warning or advice given or which should have been given in connection with asbestos, asbestos fibers, asbestos-containing material, asbestos dust or asbestos products; or
3. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos fibers, asbestos-containing material, asbestos dust or asbestos products.

In addition, the **Pool** shall not be obligated to investigate, to pay any **Claim** or judgment or to defend any **Claim, Action or Suit** for **Damages** caused by, resulting from or arising out of asbestos, asbestos fibers or asbestos products.

This exclusion does not apply to firefighting, rescue, or hazardous materials unit operations away from premises the **Member** owns, rents or occupies.

N. Any liability for **Damages** arising out of the **Member's** failure to secure and maintain proper kinds of insurance and/or adequate amounts of insurance or failure to secure insurance in a timely fashion.

O. Any liability for **Damages** arising out of any act or omission outside the scope of the **Member's** powers and duties as defined in laws, rules, and regulations applicable to the **Member's** operations.

This exclusion applies to any direct or indirect liability for **Damages** or defense costs, including any duty to defend, arising out of or related to a law enforcement activity. For purposes of this exclusion, law enforcement activity is defined as any official or unofficial action by a **Member** to enforce laws for which authority has not been expressly delegated under Colorado statutes.

This exclusion does not apply to the acts of a director, officer, employee, or

volunteer of the **Member** while acting as a Good Samaritan independently of his or her activities as a director, officer, employee or volunteer when he or she encounters the scene of an emergency requiring sudden action; but, it applies and excludes absolutely any director, officer, employee or volunteer who responds to the scene of an emergency with or for any other emergency service organization. However, no **Member's** director, officer, employee, or volunteer has coverage for:

1. **Damages** arising out of his or her providing or failing to provide, as a physician, on-line medical direction or medical command via telecommunication to emergency medical personnel; or
  2. **Property Damage** to property owned or occupied by or rented or loaned to that director, officer, employee or volunteer.
- P. Any liability for **Damages** resulting from the willful violation of a criminal or civil statute or ordinance committed by or with the knowledge or consent of any **Member**.
- Q. Except to the extent coverage is provided by Additional Coverage C (Securities Claim Coverage), any liability for **Damages** resulting from a dishonest, fraudulent, criminal, bad faith or malicious act or omission.
- R. Except to the extent coverage is provided by Additional Coverage C (Securities Claim Coverage), any liability arising from or associated with the issuance of securities.
- S. Any liability for **Damages** resulting from a **Claim** for failure of performance of contract by any insurer, including failure of any **Employee Benefits Program**.
- T. Any liability for **Damages** resulting from demands or **Claims, Actions or Suits** seeking relief or redress in any form of monetary damages, or for any fees, costs, and non-monetary damages or expenses which the **Member** may become obligated to pay as a result of any adverse judgment for **Non-Monetary Relief** or **Injunctive Relief**.
- U. Any liability for **Damages** resulting from **Claims, Actions or Suits** seeking relief or redress under Rules 105 (Actions Concerning Real Estate) or 106 (Remedial Writs) of the Colorado Rules of Civil Procedure, or any other law or court rule, which provides for any like form of relief or redress.
- V. Any liability for **Damages** resulting from any **Claim** based upon:
1. Failure of investment programs or plans to perform as represented, or failure by a **Member** to invest in investment programs or plans;
  2. Advice or counseling given by a **Member** to an employee to participate or not to participate in investment programs or plans;

3. Failure to comply with any law concerning workers' compensation, unemployment coverage, social security, or disability benefits.
- W. Any liability for **Damages** resulting from a **Member** gaining in fact any profit, advantage or remuneration to which the **Member** is not legally entitled; provided, however, that this exclusion shall not preclude the **Pool** from defending any such **Claim** until it is determined, either by admission of the **Member** or in a final determination by a judge, jury, arbitrator, or other tribunal of competent jurisdiction, that the **Member** has gained profit, advantage or remuneration to which the **Member** is not legally entitled. In the event it is finally determined that the **Pool** has no liability hereunder, such **Member** agrees to repay to the **Pool**, upon demand, all monies advanced by virtue of this provision.
- X. Any liability for **Damages** arising out of:
1. The actual or attempted tortious physical or sexual contact, including abuse or molestation, by a **Member**; or
  2. The negligent employment, investigation, supervision, reporting to the proper authorities, failure to so report, retention of, or failure to take other remedial action against a person for whom any **Member** is legally responsible and whose conduct would be excluded by Subsection 1. of this Exclusion X or would otherwise have posed a risk of sexual misconduct to a minor.
- This exclusion does not apply to the Special District that is the **Named Member** if the liability of the **Named Member** is solely that of an innocent, vicariously responsible employer.
- Y. Any liability for **Damages** or defense costs, including any duty to defend, or **Damages** directly or indirectly based on, arising out of, or related to:
1. Any actual or alleged failure, partial failure, malfunction, error, inadequacy of, or production of any incorrect or unintended data, information, or command, by any of the following, whether belonging to any **Member** or to others:
    - a. Computer hardware;
    - b. Computer software, including, but not limited to, applications and operating systems;
    - c. Computer networks;

- d. Computer operating systems;
  - e. Microprocessors (computer chips) whether or not part of any computer system;
  - f. Any other computerized or electronic equipment or components; or
  - g. Any other products, equipment, services, data or functions that directly or indirectly incorporate, use or rely on, in any manner, any of the items listed in Subsections 1.a. through 1.f. above due to the inability to, or manner in which, any of the items listed in Subsections 1.a. through 1.f. above accept, compare, distinguish, interpret, perform calculations using, process, or recognize the year 2000 or any other date or year.
2. Any advice, consultation, design, delay, evaluation, inspection, installation, maintenance, omission, repair, replacement, or supervision provided or done by a **Member** or for any **Member**, whether successful or not, to identify, rectify or test any potential or actual problem, failure or malfunction as described in Subsection 1. of this exclusion.
- Z. Except as stated in Coverage E in Section I. (Auto Uninsured/Underinsured Motorists Liability) , **Uninsured/Underinsured Motor Vehicle Bodily Injury** coverage does not apply to any of the following:
1. Any **Claim** settled without the **Pool's** consent;
  2. **Bodily Injury** sustained by the **Member** or any **Family Member** while **Occupying** or struck by any vehicle owned by a **Member** or **Family Member** that is not a **Covered Auto**;
  3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
  4. Personal Injury Protection Benefits;
  5. Punitive or exemplary damages; or
  6. **Bodily Injury** sustained by the **Member** where benefits are provided under workers' compensation.
- AA. As respects water and sanitation operations, any liability for **Damages** resulting from any **Claim** arising directly or indirectly out of, resulting from, caused by or contributed to by:

1. Any **Fungus** or **Spore**;
2. Any solid, liquid, vapor or gas produced by or arising out of any **Fungus** or **Spore**;
3. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **Fungus** or **Spore**;
4. Any intrusion, leakage or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for any **Fungus** or **Spore**;
5. The actual or threatened abatement, mitigation, removal or disposal of any **Fungus** or **Spore** or any material product, building component or building structure that contains, harbors, nurtures or acts as a medium for any **Fungus** or **Spore**;
6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Subsections 1. through 5. above; or
7. Any obligation of any **Member** of the **Pool** to indemnify any party in connection with Subsections 1. through 6. above.

AB. Nuclear Incident Exclusion:

1. Any liability for **Bodily Injury** and/or **Property Damage**:
  - a. With respect to which a **Member** under this Coverage Document is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the **Hazardous Properties of Nuclear Material** and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **Member** is or, had this policy not been issued, would be entitled to Indemnity from the United States of America, or any agency thereof, with any person or organization.

2. Any Medical Payments expenses, or under any Supplementary Payments Provision relating to immediate medical or surgical relief first aid, to expenses incurred with respect to **Bodily Injury** resulting from the **Hazardous Properties** or **Nuclear Material**, and arising out of the operation of a nuclear facility by any person or organization.
3. Any **Bodily Injury** and/or **Property Damage** resulting from the **Hazardous Properties** or **Nuclear Material** if:
  - a. The **Nuclear Material** (1) is at any nuclear facility owned by, or operated by or on behalf of a **Member**, or (2) has been discharged or dispersed therefrom;
  - b. 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
  - c. **Bodily Injury** and/or **Property Damage** arises out of the furnishing by a **Member** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **Nuclear Facility**. However, if the **Nuclear Facility** is located within the United States of America, its territories or possessions, or Canada, this exclusion 3.c. applies only to **Property Damage** at such **Nuclear Facility**.
4. As used in this exclusion:
  - a. **Hazardous Properties** includes radioactive, toxic or explosive properties;
  - b. **Nuclear Material** means **Source Material**, **Special Nuclear Material**, or **By-Product Material**;
  - c. **Source Material**, **Special Nuclear Material**, or **By-Product Material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - d. **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
  - e. **Waste** means any waste material: (1) containing **By-Product Material** and (2) resulting from the operation by any person or

organization of any **Nuclear Facility** defined under Subsections 4.f.1. and 4.f.2. of this Section;

f. **Nuclear Facility** means

1. any nuclear reactor;
2. 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**;
3. any equipment or device designed or used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of the **Member** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 of any combination thereof, or more than 250 grams of uranium 235;
4. 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;

g. **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; and

h. For purposes of this Exclusion AB., with respect to injury to or destruction of property, **Bodily Injury** and/or **Property Damage** includes all forms of radioactive contamination of property.

AC. Any liability for **Damages** arising directly or indirectly out of, resulting from, caused by or contributed to by:

1. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;

3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Subsections 1. or 2. above; or
  4. Any obligation of the **Member** to indemnify any party in connection with Subsections 1., 2., or 3. above.
- AD. The **Pool** shall not be liable to pay any claim or provide any benefit under this Coverage Document to the extent that payment of such claim or provision of such benefit would expose the **Pool** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.
- AE. Any liability for **Damages** arising out of, caused by, contributing to, resulting from, or arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.
- AF. Any liability for **Damages** arising out of, caused by, contributing to, resulting from, or arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, or otherwise in connection with the administration or enforcement of the Covenants, Conditions and Restrictions of a Homeowners' Association, unless the **Named Member** has declared on its General Liability Schedule the number of homes for which it has authority for the enforcement of the covenants.
- AG. Any liability for **Damages** arising out of, caused by, contributing to, resulting from, caused by or contributed to by:
1. Inhalation of, ingestion of, contact with, exposure to, existence of, or presence of PFAS;
  2. Design, manufacture, storage, processing, packaging, handling, testing, distribution, sale, or disposal of PFAS;
  3. Discharge, dispersal, seepage, migration, release, flaking, leakage, leaching, friability, release, or escape of PFAS;
  4. Providing or failing to provide warnings or instructions with respect to PFAS;
  5. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of PFAS;
  6. Violation of any national, state, or local law or regulation related to PFAS; or

7. Any action taken or failure to take action to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize PFAS, or in any way respond to, assess, or remediate PFAS or the effects of PFAS.

This exclusion applies regardless of whether the goods or products, materials, compounds, or substances that are defined as PFAS below are a solid, liquid or gas (including but not limited to dust, smoke, vapor, soot, or fumes).

For purposes of this exclusion, PFAS means perfluoroalkyl or polyfluoroalkyl substances, including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, “C8”, “ADONA,” perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals, related higher homologue chemicals or breakdown or byproducts thereof.

## VIII. CONDITIONS

### A. Transfer of Recovery Rights Against Others to Pool

If the **Member** has a right to recover all or part of any payment made by the **Pool** under this Coverage Document, the **Member’s** rights are transferred to the **Pool**.

However, this Condition A. does not apply to persons or organizations when the **Member** has agreed in writing in a contract or agreement to waive subrogation provided that the contract or agreement was executed prior to the date of **Claim**.

### B. Subrogation and Recoveries

1. In the event the **Member** has a right to recover all or part of any payment, the **Member** shall execute and deliver all instruments and papers, bring suit, or take other action necessary to assist the **Pool** with the enforcement of recovery rights. The **Member** shall do nothing after **Loss** to impair or prejudice such rights.
2. If any amount is recovered, the **Pool** will allocate the funds to the actual costs incurred by the **Member**, the **Pool**, and any other interested party in proportion to their respective interests. If any funds are remaining, the **Pool** will distribute them in the following order:

- a. To reduce the amount of **Loss** that may exceed any limit of coverage under the Coverage Document;
- b. To the **Pool** to reduce any **Loss** paid by the **Pool**; and
- c. To the **Member** to reduce the **Member's** loss.

**C. Contribution / Anniversary or Renewal**

Unless stated otherwise in the Declarations or in this Coverage Document, the **Named Member's** contribution is subject to adjustment per the terms and conditions of the **Named Member's** Intergovernmental Agreement with the **Pool**.

The **Member** agrees to provide anniversary renewal information at least 60 days prior to anniversary or renewal date.

**D. Cross Liability**

Except with respect to the limits of liability, any applicable exclusion(s), and any rights or duties specifically assigned to the **Named Member**, this Coverage Document applies:

1. As if each **Named Member** were the only **Named Member**; and
2. Separately to each **Member** against whom the **Claim, Action or Suit** is brought.

**E. Coverage Territory**

Territory under this Coverage Document is anywhere in the world provided the **Member's** responsibility to pay **Damages** is for a **Claim** that is made and maintained, or an **Action or Suit** that is brought and maintained, within the United States of America, including its territories and possessions, Puerto Rico, or Canada.

**F. Governmental Immunity**

Nothing in this Coverage Document shall be deemed a waiver of any defenses and immunities provided by law of any **Member**, nor of any limits provided by law on the monetary amount of liability applicable to any **Member**. The **Pool** expressly reserves any and all rights to deny liability by reason of such defenses or immunities, to assert any limitation as to amount of liability provided by law and to assert all defenses as may be applicable as to any **Claim, Action or Suit**.

**G. Duties in the Event of an Occurrence, Wrongful Act, Offense, Claim, Action or Suit**

1. The **Member** must notify the **Claims Administrator** as soon as possible of an **Occurrence** or offense which may result in a **Claim, Action or Suit**. Notice shall include, to the extent possible, the following:
  - a. How, when and where the **Occurrence** or offense took place;
  - b. The names and addresses of any witnesses and injured persons; and
  - c. The nature and location of any injury or damage arising out of the **Occurrence** or offense.
2. If a **Claim** is made or an **Action or Suit** is brought against any **Member**, the **Member** must:
  - a. Immediately record the specifics of the **Claim, Action or Suit** and the date received; and
  - b. Provide written documentation and/or records to the **Claims Administrator** as soon as practicable.
3. Any **Member** must notify the **Claims Administrator** as soon as practicable if the **Member**:
  - a. Receives written or oral notice from any person or organization that it is their intent to hold a **Member** responsible for a **Wrongful Act**; or
  - b. Becomes aware of any **Wrongful Act** which may subsequently give rise to a **Claim** being made or an **Action or Suit** being brought against a **Member** for a **Wrongful Act**.
4. If a **Claim** is made or **Action or Suit** is brought, the **Member** must:
  - a. Immediately send the **Pool** copies of any demands, notices, summonses, complaints or legal papers received in connection with the **Claim, Action or Suit**;
  - b. Authorize the **Claims Administrator** to obtain records and other information;
  - c. Cooperate with the **Claims Administrator** in the investigation, settlement or defense of the **Claim, Action or Suit**; and

- d. Assist the **Claims Administrator**, upon the **Claims Administrator's** 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 may also apply.
5. No **Member** will, except at their own cost, voluntarily make payment, assume any obligation, or incur any expense, other than for first aid, without the written agreement of the **Claims Administrator** or the **Pool**.

#### H. **Action Against the Pool**

As a condition precedent to **Action or Suit** against the **Pool**, the **Member** shall have fully complied with all the terms of this Coverage Document, and the amount of the obligation shall have been fully determined either by judgment after actual trial or by written agreement between the **Member**, the claimant(s) and the **Pool**. Judgment shall not be deemed final until the **Claim, Action or Suit** has been finally determined in any appeal prosecuted therefrom. Any person or organization or legal representative thereof, having secured such judgment or written agreement, shall be entitled to recover under this Coverage Document to the extent of the coverage afforded hereby. No person or organization shall have the right under this Coverage Document to join the **Pool** as a party to any **Action or Suit** against the **Member** to determine the **Member's** legal liability, nor shall the **Pool** be impleaded by the **Member** or the **Member's** representative.

#### I. **Other Coverage or Insurance**

If the **Member** has other applicable, collectible coverage of any kind, including insurance, that applies to the **Claim, Action or Suit**, or **Damages**, the coverage provided by this Coverage Document shall be excess and in no event contributing coverage, and then only for the amount which would be payable on behalf of the **Member** under such forms of coverage. In no event, however, shall the liability of the **Pool** hereunder exceed the limits of liability set forth herein.

#### J. **Representations**

By accepting this Coverage Document for which a contribution has been made to the **Pool**, the **Named Member** agrees that the statements in the **Named Member's** application for coverage, and any subsequent annual renewal questionnaire forms are accurate and complete, and that the **Pool** has issued this Coverage Document in reliance upon those representations.

#### K. **Bankruptcy**

Bankruptcy or insolvency of the **Named Member** will not relieve the **Pool** of its obligations under this Coverage Document.

## IX. DISPUTE RESOLUTION; ARBITRATION

If the **Member** and the **Pool** fail to agree on whether a **Claim, Action or Suit** under this Coverage Document is covered, or whether Additional Coverage or Extensions of Coverage apply, the **Member** may complete the Dispute of Coverage Evaluation or Claim Denial Form, submitted within 60 days of the claim denial or reservation of rights to the **Claims Management Committee** for review, setting forth the **Member's** detailed reasons and supporting documentation for reconsideration. If the **Member** is dissatisfied with the decision rendered by the **Claims Management Committee**, the **Member** may, within 60 days of the **Claims Management Committee's** decision, request reconsideration by the **Pool** Board of Directors. Upon receipt of such written request from the **Member**, the **Pool** will present the request for reconsideration to the **Pool** Board of Directors for review. The **Pool** Board of Directors may, in its discretion, choose to further review the request and render a decision thereon, or to not review the request. If the **Pool** Board of Directors determines not to review the request, or if the **Member** is dissatisfied with the decision rendered by the **Pool** Board of Directors, the **Member** may request that any disagreement be submitted to binding arbitration in accordance with the **Pool** Intergovernmental Agreement. Unless otherwise agreed to in writing by the **Pool**, the **Named Member** shall complete the reconsideration procedures set forth in this Section prior to making any request for binding arbitration under the **Pool** Intergovernmental Agreement.

## X. DEFINITIONS

- A. Action or Suit** means a civil proceeding in which **Damages** to which this Coverage Document applies are alleged. **Action or Suit** also includes an arbitration proceeding in which such **Damages** are claimed and to which the **Member** must submit or does submit with the **Pool's** consent, or any other alternative dispute resolution proceeding in which such **Damages** are claimed and to which the **Member** submits with the consent of the **Pool**.
- B. Administration** means:
1. Advising, counseling, or failing to provide proper or timely notice to employees, including their dependents and beneficiaries with respect to an **Employee Benefits Program**;
  2. Handling of records, effecting enrollment, terminating, or cancelling the enrollment of participants in connection with the **Employee Benefits Program**; and
  3. Providing interpretations with respect to an **Employee Benefits Program**.

**C. Advertising Injury** means injury, other than Bodily Injury, arising from notices or material broadcasted or published to the general public by a Member about goods, products, or services and caused by one or more of the following offenses:

1. The unauthorized use of another's advertising idea;
2. Infringing upon another's copyright, trademark, trade name, trade dress, service mark, service name, title, logo or slogan;
3. Plagiarism or unauthorized use of a literary or artistic format, character or performance in any material in any form of expression, including material made known in any electronic means of communication; or
4. Violation of a person's or organization's right of publicity.

**D. Auto** means:

1. A land motor vehicle, a trailer with a load capacity of 2,000 pounds or less designed primarily for travel on public roads, or a semitrailer designated for travel on public roads; or
2. 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.

**Auto** does not include Mobile Equipment, unless licensed for road use.

**E. Bodily Injury** means physical injury, sickness, or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also means mental anguish, emotional distress, or illness resulting from physical injury, sickness, or disease.

**F. Claim**, whenever used in this Coverage Document, shall mean any demand received by a **Member** for **Damages** or information that may give rise to **Damages** covered under this Coverage Document. **Claim** includes but is not limited to service of a notice of **Claim** or service or institution of an **Action or Suit** against a **Member**, including service of a complaint or similar pleadings, service of a demand or similar filing commencing arbitration proceedings, or receipt or filing of a notice of charge or commencement of proceedings by the U.S. Equal Employment Opportunity Commission (EEOC), the Colorado Department of Labor, or similar federal, state or local agency. However, in no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

**G. Claims Administrator** means the Third-Party Administrator selected by the **Pool** Board of Directors to provide full claim processing services to the **Named Member**.

- H. Claims Management Committee** means the Claims Management Committee established by the **Pool** Board of Directors. The three-person committee consists of one member each from senior staff of the **Pool** Administrator, **Pool Claims Administrator**, and **Pool** General Counsel.
- I. Commandeered Property** means the property 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; real property; motor vehicles; watercraft; all-terrain vehicles; snowmobiles; animals; and other personal property but not including any aircraft or any aircraft parts, accessories or equipment.
- J. Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
  2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
  3. The disease, substance or agent can cause or threaten **Bodily Injury**, illness, emotional distress, damage to human health or human welfare, or **Property Damage**.
- K. Covered Auto** means any **Owned Auto**, **Hired Auto**, or **Non-Owned Auto** for which a **Member** has paid the appropriate contribution.
- L. Damages** means all sums recoverable by law from any liability covered under this Coverage Document, but not including (i) punitive or exemplary damages; (ii) taxes, fines or penalties; (iii) any sums awarded for plaintiff attorney fees or expert fees under any statute, including but not limited to 42 U.S.C. § 1988; in any **Action or Suit** in which monetary damages are not sought or not awarded; and (iv) any damages awarded in any action for **Injunctive Relief** or **Non-Monetary Relief**, or the costs of complying with injunctions. **Damages** also means and includes front pay and back pay, whether as compensatory damages or artificially determined by reference to assumed rates and/or periods of time, which are judicially awarded or made part of any settlement to which the **Pool** consents or is a party. However, **Damages** shall not include back wages owed to comply with the federal Fair Labor Standards Act (except the Equal Pay Act).
- M. Data Compromise Expenses** means expenses incurred as the result of a **Personal Data Compromise** including, but not limited to: cost of notification, forensic analysis,

proactive monitoring services, legal services, specialized response services, including but not limited to consulting services, toll-free helpline, fraud alert and identity restoration case management, and expense for private actions against the **Named Member** arising from unauthorized disclosure of others' private information arising out of a network security breach.

For the purposes of Additional Coverage I (Data Compromise Including E-Commerce Cyber Liability), **Data Compromise Expenses** may include:

1. Network security, content and privacy protection for provision of first-party coverage for loss or damage to a network for the **Named Member**;
2. The **Named Member's** costs to notify others if **Named Member** suspects a security breach or compromise of their private information;
3. Costs to repair network damage to information residing on the **Named Member's** network, including the **Named Member's** own information on which others rely, residing on their network, and others' information on **Named Member's** network;
4. Costs to repair network interruption or others' inability to access or use the **Named Member's** network or their network if interruption is caused by the **Named Member**;
5. Loss from theft or unauthorized disclosure of others' information on **Named Member's** network;
6. Disruption of or damage to others' networks and information if caused by the **Named Member**.

**N. 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 firefighting services, training to perform firefighting or emergency 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.

**O. Employee Benefits Program** means:

1. Group life insurance, employee assistance program, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans, workers' compensation, unemployment insurance, social security benefits, disability benefits, travel, paid sick leave, paid family medical leave plans, savings, or vacation plans; and
2. Any other similar employee benefits instituted after the effective date of this Coverage Document.

**P. Employment Practices Wrongful Act** means **Claims, Actions or Suits** for **Damages** made by an employee, former employee, prospective employee, applicant for employment, person claiming to be an employee, or any person deemed by law to be an employee of the **Named Member**, or their heirs, beneficiaries or legal representatives, against the **Named Member** or any other **Member** as a result of the refusal to employ, termination of employment, coercion, demotion, reassignment, discipline, humiliation, **Employment Related Harassment**, discrimination, evaluation, defamation, retaliation in violation of an employee's statutory rights, or any other practices, policies, acts or omissions arising from the employer - employee relationship, including **Claims, Actions or Suits** of any such employee based upon actual or alleged **Employment Related Harassment** by a **Third Party**.

**Employment Practices Wrongful Act** also includes **Claims, Actions or Suits** for **Damages** made by a **Third Party** as a result of any actual or alleged discrimination against that **Third Party** based upon race, color, religion, creed, genetic information, age, sex (including sexual harassment **Claims, Actions or Suits** not within Additional Coverage A), disability, marital status, national origin, pregnancy, HIV status, sexual orientation, Vietnam Era Veteran status or other protected military status or other status that is protected pursuant to any federal, state, or local statutory law or common law anywhere this Coverage Document applies, that is committed, attempted, or allegedly committed or attempted by any **Named Member** or by any **Member** while acting within the course and scope of his or her employment duties for or on behalf of the **Named Member**.

As used herein, **Third Party** means any natural person who is a customer, vendor, service provider or other business invitee of the **Named Member**.

**Q. Employment Related Harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against a present or former employee of, or an applicant for employment with, the **Named Member**.

**R. Family Member** means a **Member's** domestic partner and/or a person related to an individual **Member** by blood, marriage, or adoption and who is a resident of such

**Member's** household, including a ward or foster child.

- S. **Fungus** means, but is not limited to, any form or type of mold, mushroom or mildew.
- T. **Hired Auto** means those **Autos** the **Member** leases, hires, rents or borrows without a driver, under written agreement for less than six months, regardless of whether the **Member** has scheduled the **Hired Auto** or not. This does not include any **Auto** the **Member** leases, hires, rents or borrows from any **Member's** employees, volunteers, or members of their households.
- U. **Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it is intended to be.
- V. **Injunctive Relief** means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, a **Named Member** provided such action is filed during the Coverage Period.
- W. **Insured Contract** means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with (i) construction or demolition operations on or within 50 feet of a railroad, or (ii) 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. An elevator maintenance agreement;
  6. That part of any other contract or agreement pertaining to the **Named Member's** operations (including an indemnification of a municipality in connection with work performed by or for a municipality) under which the **Named Member** assumes the **Tort Liability** of another party to pay for **Damages** to a third person or organization; and
  7. That part of any contract or agreement pertaining to the provision of services for a public entity under which the **Named Member** assumes the **Tort Liability** of the other entity to pay for **Damages** to a third person or organization; provided, however, such part of a contract or agreement shall only be considered an **Insured Contract** to the extent the **Named Member's** assumption of the **Tort Liability** is permitted by law.

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

1. That indemnifies a railroad for **Tort Liability** in connection with (i) construction or demolition operations on or within 50 feet of a railroad, or (ii) vehicle or pedestrian private railroad crossings at grade.
2. That indemnifies an architect, engineer or surveyor acting as an independent contractor for injury or damage arising out of professional errors or omissions;
3. That involves the purchase or sale of real property or personal property.

**X. Loading or 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; or
2. While it is in or on an aircraft; or
3. While it is being moved from an aircraft to the place where it is finally delivered; 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.

**Y. Loss** means an undesirable outcome of a risk; the amount of financial detriment resulting from the real and substantial damages the **Member** shall be legally obligated to pay as **Damages** because of **Bodily Injury, Personal Injury, Property Damage**, or a **Wrongful Act**, unless excluded as described within this Coverage Document.

**Z. 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**.

**AA. 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.

**AB. Non-Monetary Relief** means relief, redress, or remedial action other than monetary damages or **Injunctive Relief** sought in any of the following forms of action: declaratory judgment, certiorari review, claimed violations of Colorado open meetings or open records laws, or other action seeking equitable relief under Colorado Rule of Civil Procedure 106.

**AC. Non-Owned Auto** means an **Auto** the **Named Member** does not own, lease, hire, rent or borrow that is used in connection with the **Named Member's** business. This includes an **Auto** owned by the **Named Member's** officers or employees but only while used in the **Named Member's** business.

**AD. Occupying** means in or upon, or getting in, on, out or off.

**AE. Occurrence** means:

1. With respect to **Bodily Injury** and **Property Damage**, an accident, an assault, or continuous or repeated exposure to substantially the same general harmful conditions;
2. With respect to **Personal Injury**, an offense or series of related offenses. Offenses means any of the offenses included in the definition of **Personal Injury**.

In the event of a continuous or repeated exposure to substantially the same general harmful conditions, the **Occurrence** or offense shall be deemed to have happened at the time of the first such exposure, regardless of the number or date(s) of the subsequent exposures, persons or property exposed, or resulting **Claims, Actions or Suits**, and shall be considered under one limit of liability available under the Coverage Period applicable to such first exposure.

**AF. 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** coverage schedule. This includes:

1. Any trailer the Named Member does not own while attached to power units the Named Member owns or leases for a period of six months or longer; or
2. Any Auto the Named Member acquires ownership of, or leases for a period of six months or longer, after the Coverage Period begins.

**AG. Payload** means any property installed on, carried on-board, or being loaded onto or unloaded from, an **Unmanned Aircraft**. **Payload** includes, but is not limited to, cameras or other equipment enhancing the utility of the **Unmanned Aircraft** or products loaded prior to flight to, dispensed during flight from, or removed after flight from, an **Unmanned Aircraft**.

**AH. Personal Data Compromise** means the theft of data containing the personal identifiable information of others in the **Named Member's** care, custody or control.

**AI. Personal Injury** means injury, other than **Bodily Injury**, arising 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; or
5. Oral or **Written Publication** of material that violates a person's right of privacy.

**Personal Injury** does not include an injury arising out of oral or **Written Publication** of material provided to a government agency that is required by federal or state law.

**AJ. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** does not include:

1. Residue and residual washdowns after an automobile accident or after a **Hostile Fire** has been extinguished by a **Member** authorized to fight fires;
2. Sewage that emanates from a sewer line or sewer system except to the extent any **Damages** would be increased by, or would not have occurred, but for the presence in such sewage of material that is radioactive, toxic, caustic or corrosive;
3. Sewage that backs up from a sewer line or sewer system except to the extent any **Damages** would be increased by, or would not have occurred, but for the presence in such sewage of material that is radioactive, toxic, caustic or corrosive.

**AK. 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.

**AL. Potable Water** means water intended and provided for human consumption.

**AM. Property Damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

For purposes of this definition and Coverage Document, tangible property does not include electronic data. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**AN. Public Official's Liability** means coverage for publicly elected or appointed Directors and Officers against allegations of a **Wrongful Act** while in the course and scope of their duties for the **Named Member**.

**AO. Securities Claim** means a **Claim** made against the **Member** for:

1. Any actual or alleged violation of the Securities Act of 1933 as amended, the Securities Exchange Act of 1934, as amended, the Colorado Securities Act, as amended, or any similar federal or state statute or any rules or regulations

promulgated thereunder, arising from or in connection with the purchase or sale of, or offer to purchase or sell, any securities issued by the **Named Member**; or

2. Any **Wrongful Act** arising from or in connection with the purchase or sale of, or offer to purchase or sell, any securities issued by the **Named Member**.

Securities issued by the **Named Member** shall not include any securities issued by any other entity other than the **Named Member**, including without limitation any other entity with which the **Named Member** is associated, such as any group, coalition, authority or other entity.

As used herein, “securities” and “security” shall have the meanings ascribed to them in the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Colorado Securities Act, as amended, and any similar federal or state statute or rules or regulations applicable to a **Member**.

- AP. Spore** means any reproductive body produced by or arising out of any **Fungus**.
- AQ. Training Operations** means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or first aid, ambulance, or rescue squad in accepted and recognized emergency procedures, including municipal, state, and federal standards.
- AR. Tort Liability**, for purposes of the definition of **Insured Contract**, means a liability that would be imposed by law for **Bodily Injury** or **Property Damage** in the absence of any contract or agreement, pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- AS. Uninsured/Underinsured Motor Vehicle** means a motor vehicle for which:
1. An insuring or bonding company denies coverage or becomes insolvent;
  2. No insurance or bond is in place;
  3. Insurance or bond on the motor vehicle is less than the compensatory damages required by applicable law where the motor vehicle is registered;
  4. Neither the driver nor owner of the motor vehicle can be identified, which is considered a hit-and-run; or
  5. Reasonable efforts to determine the identity of the owner and/or insuring or bonding company failed.

6. To be an **Uninsured/Underinsured Motor Vehicle**, motor vehicles described in 1.d. and 1.e. above must hit a Member, a Covered Auto, or a vehicle a Member is Occupying.

However, **Uninsured/Underinsured Motor Vehicle** does not include any motor vehicle:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by the motor vehicle law;
2. Owned by a governmental unit or agency; or
3. Designated for use mainly off public roads while not on public roads.

**AT. Unmanned Aircraft** means an aircraft, weighing less than 15 pounds, that is designed and manufactured to be operated without the possibility of being controlled directly by a person from within or on-board the aircraft.

**AU. Unmanned Aircraft System** means an **Unmanned Aircraft** and its associated elements, including the control stations, communication lines, data links, navigation equipment, launch/recovery equipment, other support equipment and **Payload** that are required for the pilot-in-command, together with his or her crewmembers and visual observers, to operate safely and efficiently in the national airspace system.

**AV. Waste Site** means that part of any premises which is or was at any time used by a **Named Member** or others for storage, disposal, processing, or treatment of waste of any kind. It includes, but is not limited to, any landfill, pit or dumping ground, treatment, storage and disposal facility, whether permitted or not, lagoon or pond, drum storage or disposal area, disposal pipe outfall, injection well or any other repository of waste of any kind.

**AW. Written Publication** includes, but is not limited to, materials placed or distributed via the internet, electronic chatrooms, bulletin boards, web-sites, email, or other similar electronic means of communication.

**AX. Wrongful Act** means any actual or alleged:

1. Error or misstatement, omission, act of neglect, negligence or breach of duty, including misfeasance, malfeasance, or nonfeasance by the **Member** individually or collectively, or any matter claimed against the **Member** solely by reason of having served or acted in one or more official capacities; or
2. Negligent act, error, or omission in the **Administration** of an **Employee**



**Benefits Program, an Employment Related Harassment, or an Employment Practices Wrongful Act.**