

**AGENDA**  
**SUN VALLEY AIR SERVICE BOARD MEETING**  
Sun Valley City Hall  
81 Elkhorn Road, Sun Valley, Idaho  
Wednesday, September 21, 2022 - 2:00 PM

**Join Zoom Meeting**

<https://us02web.zoom.us/j/84299103601?pwd=UUU6bjE3SHIxR25HNU5yZCtJREROUT09>

Meeting ID: 842 9910 3601

Passcode: 094963

One tap mobile

+17193594580,,84299103601#,,,,\*094963# US

+12532158782,,84299103601#,,,,\*094963# US (Tacoma)

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENT**

**REMARKS FROM THE CHAIR**

**REMARKS FROM THE BOARD**

**CONSENT AGENDA** (action item). *All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board Member requests that the item be removed for individual discussion and possible action.*

1. Approval of Sun Valley Air Service Board Meeting Minutes from July 20, 2022
2. Receive and File Financials:
  - a. 1% Local Option Tax Report: August 2022 – September 2022

**ACTIONS/DISCUSSIONS/PRESENTATIONS**

3. Authorization for Payment of Bills on-hand through September 16, 2022 (action item)
4. Discussion on budget request from The Chamber – Hailey & Wood River Valley (action item)
5. Discussion and approval of the 2022-23 Renewal Policy with our insurance carrier, ICRMP (action item)
6. Approval of proposed budget for FY2023 (action item)
7. Fly Sun Valley Alliance Air Service update and financials discussion
8. Sun Valley Marketing Alliance update and financials discussion

**ADJOURNMENT**

*Please Note: The agenda is subject to revisions. Any person in need of assistance to attend or participate should contact Sun Valley City Hall prior to the meeting. Air Service Board Packets are online at [www.haileycityhall.org](http://www.haileycityhall.org); [www.sunvalleyidaho.gov](http://www.sunvalleyidaho.gov); and [www.ketchumidaho.org](http://www.ketchumidaho.org).*

**SUN VALLEY AIR SERVICE BOARD  
MEETING MINUTES  
July 20, 2022 at 2:00 PM**

**Present:** Neil Bradshaw - Mayor, City of Ketchum  
Martha Burke - Mayor, City of Hailey  
Peter M. Hendricks - Mayor, City of Sun Valley  
Muffy Davis, Blaine County Commissioner

**Absent:** None

**Staff:** Jade Riley – Administrator, City of Ketchum  
Walt Femling – Administrator, City of Sun Valley  
Nancy Flannigan – City Clerk/Asst. to the City Admin., City of Sun Valley

**CALL TO ORDER**

Chair Bradshaw called the meeting to order at 2:10 PM.

**PUBLIC COMMENT**

None.

**REMARKS FROM THE CHAIR**

None.

**REMARKS FROM THE BOARD**

None.

**CONSENT AGENDA**

- 1. Approval of Air Service Board Minutes of May 25, 2022**
- 2. Receive and File Financials:**
  - a. 1% Local Option Tax Report: April 2022 – May 2022**

Mayor Hendricks made one comment on the 1% report. This year’s month as compared to last year’s month is significantly higher.

**Motion to approve the consent agenda, *in toto*.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Peter Hendricks, Mayor of Sun Valley
<b>SECONDER:</b>	Martha Burke, Mayor of Hailey
<b>AYES:</b>	Bradshaw, Burke, Hendricks

**ACTION/DISCUSSION/PRESENTATION**

**3. Authorization for payment of bills on-hand through July 15, 2022.**

**Motion to approve the bills on-hand through July 15, 2022.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Martha Burke, Mayor of Hailey
<b>SECONDER:</b>	Peter Hendricks, Mayor of Sun Valley
<b>AYES:</b>	Bradshaw, Burke, Hendricks

**4. Presentation and approval of FY21 audited financial statements – Workman & Company, CPA’s**

Dennis Brown with Workman & Company went over the audit, which was issued in December 2021. He pointed out that we have a gap of when the local option tax is received from each City. The businesses remit the tax to the cities and the cities then remit the taxes to the Sun Valley Air Service Board, but he sees no concerns with this method.

**Motion to accept the audit, as presented.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Peter Hendricks, Mayor of Sun Valley
<b>SECONDER:</b>	Martha Burke, Mayor of Hailey
<b>AYES:</b>	Bradshaw, Burke, Hendricks

**5. Discussion regarding FY2022 budget performance and preliminary discussion of proposed budget for FY2023.**

Ketchum City Administrator Jade Riley stated that Ketchum Treasurer Shellie Ruble confirmed with each City to be sure they are comfortable with their proposed 1% local option tax revenue projections. Carol Waller, Fly Sun Valley Alliance, mentioned that once the audit is set, the contractors could come back with a request. They propose a 50/50 split and to distribute the fund balance immediately. If approved by the board, they could take the ending fund balance and immediately disburse to each organization. Scott Fortner, Visit Sun Valley, is stating they want to be nimble, and they’d be mindful of public funds and would spend the funds accordingly. Mayor Bradshaw stated that he is fine with what was proposed, and Mayors Burke and Hendricks concurred. We will put this back on the agenda at the next meeting as an action item so that it can be acted upon at that time.

**6. Fly Sun Valley Alliance Service Update**

Carol Waller explained that enplanements are up 17%, even with a closure to repave the runway. They are happy they've been able to maintain air service and it's good to have that guaranteed service.

**7. Sun Valley Marketing Alliance Update**

Scott Fortner stated that we are starting to see a little bit of slowing for reservations and rates are still up in terms of lodging. This is happening all over the west. Overall, we're not seeing as large an influx of people though we are still seeing consistent lengths of stay. Mayor Hendricks asked whether Fortner is seeing an increase on the cost of services with their vendors to which he affirmed.

**ADJOURNMENT**

**Motion to adjourn.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Peter Hendricks, Mayor of Sun Valley
<b>SECONDER:</b>	Martha Burke, Mayor of Hailey
<b>AYES:</b>	Bradshaw, Burke, Hendricks

Meeting adjourned at 2:43 PM.

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Neil Bradshaw, Chair

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Peter M. Hendricks, Secretary/Treasurer

MOS		1% LOT Contribution				Expenses		Funds for Contracts
1% LOT Generated	1% LOT Received	Sun Valley	Ketchum	Hailey	TOTAL	Communities' Direct Costs	SVASB Administrative Fees	
Oct-21	Dec-21	47,059.10	195,940.55	8,749.05	251,748.70	(6,651.38)	(450.00)	244,647.32
Nov-21	Jan-22	41,387.51	184,116.71	5,765.71	231,269.93	(6,505.18)	(450.00)	224,314.75
Dec-21	Feb-22	117,375.42	360,804.52	10,998.11	489,178.05	(6,761.57)	(450.00)	481,966.48
Jan-22	Mar-22	85,530.34	277,440.49	18,467.11	381,437.94	(7,127.55)	(450.00)	373,860.39
Feb-22	Apr-22	96,246.59	300,499.18	16,535.07	413,280.84	(7,032.88)	(450.00)	405,797.96
Mar-22	May-22	107,819.64	305,930.41	14,369.46	428,119.51	(6,926.78)	(450.00)	420,742.73
Apr-22	Jun-22	46,053.59	190,535.29	5,116.15	241,705.03	(6,473.37)	(450.00)	234,781.66
May-22	Jul-22	49,189.98	178,493.84	5,315.36	232,999.18	(6,483.13)	(450.00)	226,066.05
Jun-22	Aug-22	104,401.66	263,734.17	15,934.71	384,070.54	(7,003.48)	(450.00)	376,617.06
Jul-22	Sep-22	150,046.13	324,428.40	27,921.09	502,395.62	(7,590.81)	(450.00)	494,354.81
Aug-22	Oct-22	-	-	-	-	-	-	-
Sep-22	Nov-22	-	-	-	-	-	-	-
Total		845,109.96	2,581,923.56	129,171.82	3,556,205.34	(68,556.13)	(4,500.00)	3,483,149.21

Fly SV Alliance								SVMA								
FY2022		Budget Remaining		1,200,000		0%		FY2022		Budget Remaining		1,605,075		0%		
MOS 1% LOT Generated	1% LOT Received	Funds for Contracts	% of Available Funds Owed	Funds for Contract	Invoiced Amount	Paid	Check	% of Available Funds Owed	Funds for Contract	Invoiced Amount	Available Funds	Check				
Oct-21	Dec-21	244,647.32	43%	105,198.35				57%	139,448.97							
Nov-21	Jan-22	224,314.75	43%	96,455.34	201,653.69	201,653.69	1157	57%	127,859.41	267,308.38	267,308.38	1158				
Dec-21	Feb-22	481,966.48	43%	207,245.59				57%	274,720.89							
Jan-22	Mar-22	373,860.39	43%	160,759.97	368,005.55	368,005.55	1163	57%	213,100.42	487,821.32	487,821.32	1164				
Feb-22	Apr-22	405,797.96	43%	174,493.12				57%	231,304.84							
Mar-22	May-22	420,742.73	43%	180,919.37	355,412.50	355,412.50	1165	57%	239,823.36	471,128.19	471,128.19	1167				
Apr-22	Jun-22	234,781.66	43%	100,956.11				57%	133,825.55							
May-22	Jul-22	226,066.05	43%	97,208.40	198,164.52	198,551.51	1168	57%	128,857.65	262,683.19	263,196.20	1169				
Jun-22	Aug-22	376,617.06	43%	161,945.34	(386.99)			57%	214,671.72	(513.01)						
Jul-22	Sep-22	494,354.81	43%	212,572.57	77,150.74	76,376.75	1171	57%	281,782.24	116,646.92	115,620.91	1172				
Aug-22	Oct-22	0.00	43%	-	*revised amount			57%	-	*revised amount						
Sep-22	Nov-22	0.00	43%	-				57%	-							
Total				1,497,754.16	1,200,000.00	1,200,000.00			1,985,395.05	1,605,075.00	1,605,075.00					
				(297,754.16)	Budget reached final payment								(380,320.05)	Budget reached no payment		

Cash Flow Statement	
654,210.35	cash balance
(115,620.91)	SVMA
(76,376.75)	Fly Sv Alliance
(882.00)	Miscellaneous
149,346.13	Sun Valley Revenue
26,552.96	Hailey Revenue
-	Ketchum Revenue
-	Investment transfer to be authorized
637,229.78	ending cash balance
1,164,485.15	LGIP Investment Balance

**SUN VALLEY AIR SERVICE BOARD  
INVOICES TO BE PAID**

**Through: September 16, 2022**

Vendor	Date	Invoice #	Description	Amount
Fly Sun Valley Alliance	6/30/2022	279	1% LOT June 2022 Collections (August Services)	76,376.75
Visit Sun Valley	9/14/2022	1448	1% LOT June 2022 Collections (August Services)	115,620.91
White Peterson	7/12/2022	1446	1% LOT May 2022 Collections (July Services)	744.00
Total Invoices to be paid:				<u>\$ 192,741.66</u>

Fly Sun Valley Alliance Inc.

PO Box 6316  
Ketchum, ID 83340

# Invoice

Date	Invoice #
6/30/2022	279

Bill To
Sun Valley Air Service Board Attn: Shellie Rubel & Jade Riley City of Ketchum

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	1% LOT - June 2022 collections – FSVA August 2022 Services	76,376.75	76,376.75
		<b>Total</b>	\$76,376.75



## FSVA CONTRACT SERVICES RENDERED TO SUN VALLEY AIR SERVICE BOARD

**AUGUST 2022**

### **AIR SERVICE**

#### **AIR SERVICE DEVELOPMENT**

- Reviewed/monitored/analyzed weekly flight booking reports, monthly performance reports
- Ongoing research/analysis of seat, enplanements, load factors, fares for SUN and other markets
- Finalized negotiations with airlines re: FY23 winter schedules and contract costs
- Had meetings and discussion with airlines re: operational processes for coming season
- Ongoing communication & meetings with airlines, M&H consultant, FMAA, customers, stakeholders
- Prepared materials for Air Service Board reports, invoices, other. Attended meetings as needed.
- Worked with VSV and other partners on air service marketing planning efforts
- Continued strategic planning and implementation

#### **LOCAL AIR MARKETING/COMMUNITY OUTREACH**

- Provided information via monthly FSVA Enews, social media channels, website
- Updated FSVA summer/fall flight schedule, shared with key partners
- Created/distributed press release on fall flights
- Created/coordinated/executed FSVA/FMA joint local public outreach campaign
- Created/executed ongoing FSVA local marketing & PR for air service (*print, digital*)
- Attended regular meetings of FMAA board, VSV board, Blaine County Economic Business Group, and other community/stakeholder meetings
- Provided information regarding air service to inquiries from local and other travelers

#### **RESEARCH/OTHER**

- Continued implementation of 2022 summer online air passenger survey via SUN airport Wi-Fi
- Continued compiling/tracking relevant news and comparative data and information on air service



Sun Valley Tourism Alliance dba Visit Sun Valley  
PO Box 4934  
Ketchum, ID 83340 US  
208-725-2104  
jessica@visitsunvalley.com  
www.visitsunvalley.com

# Invoice



**BILL TO**

Air Service Board  
PO Box 3801  
Ketchum, ID 83340

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1448	09/14/2022	\$115,620.91	10/28/2022	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
<b>Air Service Board</b> Air Service Board Contract - Add'l 1% LOT for Direct Air Service Marketing   June 2022	1	115,620.91	115,620.91

BALANCE DUE

**\$115,620.91**

# VISIT SUN VALLEY

visitsunvalley.com | 160 sun valley rd. ketchum, id 83340 | 208.726.2104

## Sun Valley Air Service Board August 2022 Operational Highlights | June - July

### Executive Summary

Summer has been a delightful season through and through thus far. The weather, smoke and overall tourism levels have been manageable. Service industry staffing has been much better this season compared to last year and the overall vibe within town is seemingly more patient.

Hotel occupancies have shown to stay steady as an aggregated. We're seeing a bit of a drop in independent travelers with an uptick in group and business travelers. This has affected the various properties differently depending on whether they can host groups or not.

Airline seat enplanements have for the most-part, exceeded the 2021 numbers as advanced bookings were once again part of the planning process.

In an effort to continue to manage visitor and newcomer behavior, we have continued with the [Stay Sunny campaign](#). The "Patience Portal", "Friend Chip", and "Four of the Good Ones" have all been positive activations to compliment the new round of t-shirts, stickers, patches, napkins, coffee sleeves, coasters, totes and murals. We didn't please everyone with this campaign but we are grateful for praise that a number of publications have given to the efforts. We'll continue to listen, learn, and adapt as this campaign evolves.

From a paid-media front, our efforts focused on more niche publications with the intent of building awareness for the lesser-known activities and events happening in Sun Valley. The ultimate goal being, less people spending more time and more money.

Our PR messaging echoed the principles presented in the paid media front and will carry on into the fall and winter.

As we look forward to the fall and winter, economic pressures and airline travel horror stories have impacted future bookings. We will likely have more last-minute bookings as travelers are more continuous of their spending, fluctuating costs, and the overall travel experience. We will be paying close attention to the booking trends and will adjust our plans accordingly.

Lastly, we are pushing forward with the vote for .5% for air service to make the November 2022 ballot initiative. We will keep you apprised to the progress with this.

# VISIT SUN VALLEY

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## DestiMetrics Occupancy Reports:

- June
  - Occupancy – paid:
    - 2022 = 52% | 2021 = 45% | +16%
    - 2022 = 52% | 2020 = 56% | -7%
  - Room Nights:
    - Available:
      - 2022 = 24,086 | 2021 = 20,038 | +20%
      - 2022 = 24,086 | 2020 = 29,187 | -17%
    - Sold:
      - 2022 = 12,534 | 2021 = 11,163 | +12%
      - 2022 = 12,534 | 2020 = 4,153 | +202%
  - ADR:
    - 2022 = \$307 | 2021 = \$301 | +2%
    - 2022 = \$307 | 2020 = \$277 | +11%

## Social Media

The social media realm is an ever-evolving creature, and we are doing our best to stay up on the latest trends. Day to day activities include posting inspirational, in-the-moment content, fielding incoming questions, crafting blogs, and managing our weekly newsletter.

We have created a [Stay Sunny specific Instagram](#) account that showcases Stay Sunny in action. We are also working with Two Things to develop a series of social memes for various influential entities in the Valley to share that relate to pain points in the Valley.

## Touchpoints

- [Facebook](#) followers: June -288, July +343
- [Instagram](#) followers: 0 lost or gained since June
- [Website](#): June – July 30<sup>th</sup>, 2022 sessions to visitsunvalley.com were up 61% compared to the same period last year. Our session duration or time on site was down -42% Our organic search sessions were down -24%
- Continual content building and distribution of Visit Sun Valley Facebook page & Instagram account
- Internally composed, updated/edited and distributed a variety of blog pieces including:
  - [24hrs in Sun Valley – August – Peter Burke – Sun Valley Wine Auction](#)
  - [24hrs in Sun Valley – July – Paul Holle – Rescue Trainer & Brewer](#)
  - [24hrs in Sun Valley – June – Wyatt Caldwell](#)
  - [How to Recreate Responsibly](#)

## Promotions

Summer awareness plans have begun to rollout. For our partnerships, we focused on building out the storylines that feature the lesser known side of things in the area.

Summer partners include:

- [Mashable](#)

# VISIT SUN VALLEY

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- [Whalebone & AWA](#)
- [Reddit](#)
- [Weekend Sherpa](#)

Additional outlets include

- Google Discovery
- YouTube
- Sojern
- Mobile push notifications (Stay Sunny Messaging)
- Connected TV

# VISIT SUN VALLEY

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## PR

By now, we're all well-aware that summer will be busy. Hosting journalists during this season is not to the benefit of the journalists, local businesses, or ourselves. We will answer and educate inquiries while encouraging visitation during quieter times of year.

As mentioned above, our messaging seeks to explore the broader stories and activities found in the area.

### Sun Valley Mentions & Features

- [The Today Show](#) | Get an Early Start with Booking Your Holiday Travel with These Deals
- [Travel Awaits](#) | 10 Amazing Ski Resorts In North America Our Readers Love
- [Forbes](#) | How This Million Dollar Women-Led Outdoor Brand Inspires A Community Of Adventurers
- [US News & Travel Report](#) | 24 Top Fall & Harvest Festivals in the U.S.
- [Local Freshies](#) | Something Old World, Something New – Sun Valley Restaurants
- [Insider](#) | I'm a Travel Writer Who's Been to All 50 States. Here Are the 10 I Think Are the Most Underrated.
- [Parade](#) | The Darkest Sky
- [The Radavist](#) | Fall 'n Ketchum: Late Season Singletrack with Sturtevant's Sun Valley Mountain

We are not without the challenging media references. A recent New York Times article titled "[A Town's Housing Crisis Exposes a 'House of Cards'](#)", has received ample attention. We are working on a pitch deck that helps to discuss what is being done to try and combat the housing crisis so that we can have both sides of the story.

## Stay Sunny

In an effort to garner a bit of awareness and third-party validation for the Stay Sunny campaign, Two Things and our Visit Sun Valley team pitched the efforts to a variety of publications. We're pleased to share the most-recent traction:

- [The Travel Vertical](#)
- [The Marketing Post](#)
- [The New York Egoist](#)
- [Graphic Design USA](#)
- [Little Black Book](#)

Summer creative ideation with Two Things has been productive. Our summer activations began hitting the ground on June 1<sup>st</sup>.

### Summer Activations Include:

- The Friend Chip
- [The Patience Pamphlet](#)
- Four of the Good Ones
- Stay Sunny swag including new t-shirts, stickers, patches, bandanas, and totes.
- [Local radio spots on KDPI](#)
- [Bus wraps](#)
- [Coasters, coffee sleeves, napkins, & masks](#)

# VISIT SUN VALLEY

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## Toolkit

- We've also built out a toolkit for the community to tap into that we're calling [The Vault](#).
- This hub provides local businesses with a variety of digital assets to include in their messaging efforts.

## Visitor Center

We have had consistent visitation in the last couple of months. July was not as busy as in 2021, perhaps the construction on Sun Valley road has affected the traffic into the building. Regardless it has been a busy summer with a lot of information to be provided.

- Hours of Operation are 9am - 5pm daily.
- Information kiosk is a great tool to provide information when no staff is present
- Visitors Stats:
  - June
    - 1541 visitors vs 926 2021 = 40%
    - 236 Inbound calls vs 299 in 2021 = 27%
    - 58 email/chat conversations vs 13 in 2021 = 78%
  - July
    - 1531 visitors vs 1944 in 2021 = 27%
    - 167 Inbound calls vs 272 in 2021 = 63%
    - 53 email/chat conversations vs 23 in 2021 = 94%
- Frequently Asked Questions
  - Hiking & biking trails
  - Gondola access & hours
  - Fishing
  - Camping
  - Events: Ketch'em alive, Jazz in the Park, SV Music Festival
  - Sawtooth Botanical Garden

## Community/Membership, Administration and Finance

- Membership
  - Paid members to date: 63 equating to \$11,725.00
  - New (free) members: 3
  - New paying members: 1
- Attended Meetings
  - Lodging Association Meeting – bi-weekly
  - 'Long Term Recovery Committee' Meetings
  - Fly Sun Valley Alliance Board Meetings – bi-monthly
  - Air Service Board Meetings – bi-monthly
  - DestiMetrics DMO Roundtables – monthly
  - VSV Advisory Committee meeting
  - Outdoor Recreation Group
  - Sun Valley Economic Development Board meeting
  - Idaho Travel Council meeting

# WHITE PETERSON

ATTORNEYS AT LAW

CANYON PARK AT THE IDAHO CENTER  
5700 EAST FRANKLIN ROAD, SUITE 200

NAMPA, IDAHO 83687

TEL (208) 466-9272

FAX (208) 466-4405

FED ID # 82-0309660

Sun Valley Air Service Board  
c/o Heather Dawson  
City of Hailey  
115 MainSt. S, Suite H  
Hailey ID 83333

Page: 1  
06/30/2022  
Account No: 25911-000M  
Statement No: 151979

Joint Powers Agreement - General

## Fees

			Hours	
06/14/2022	MAJ	Review on question re use of 1% LOT toward tourism promotion/marketing; potential use for funding to Visit Sun Valley; review on 2020 opinion re marketing in other markets. Follow-up with Mayor Bradshaw and Jade Riley re scope of question, timing.	0.80	
06/15/2022	JC	Reviewed Joint Powers Agreement, AG MRG Opinion, existing legal memos, and each jurisdictions applicable ordinances. Drafted memo in response to Peter Hendricks' question.	2.20	
	MAJ	Discussion with J. Chukovich re 1% LOT purposes and request for opinion on potential use to go to Visit Sun Valley. Review on draft opinion letter and analysis from J. Chukovich; response with additional thoughts for follow-up.	0.80	
		For Current Services Rendered	3.80	<u>744.00</u>
		Total Current Work		744.00
		<b>Balance Due</b>		<u><b>\$744.00</b></u>

Please include account number 25911.000 on your remittance.

A finance charge of 1.5% per month, compounded monthly, (19.6% Annual Percentage Rate) is charged on any balance remaining after the last day of the month in which the statement is sent, unless other arrangements have been made.



## **1% for Air funds to support The Chamber of Hailey and the Wood River Valley**

The Chamber of Hailey and the Wood River Valley serves as the only Chamber of Commerce for Blaine County, supporting hundreds of local businesses and non-profits that allow our tourist-based economy to thrive. In addition to its Chamber services, the nonprofit organization also runs the Hailey Welcome Center and manages the Discover Wood River Valley marketing brand.

In compliance with the July 21, 2020 legal finding about uses for 1% for Air funds, The Chamber should be eligible to receive financial support for that Local Option Tax for at least three reasons:

- 1) The Hailey Welcome Center is the first informational center that air travelers cross when they arrive in the area. The Welcome Center greets and thousands of air travelers each year and also gives information via in person, phone call, email and social media inquiries about flying to Sun Valley throughout the year. The Chamber needs financial support to staff the Welcome Center with knowledgeable people and to steadily improve our ways to reach and communicate with these travels.
- 2) The Chamber produces Blaine County's only Visitor Guide. The Discover the Wood River Valley Guide has been repeatedly named as one of the "Best Visitor's Guides" in the country and is distributed at dozens of locations within the County—including our popular distribution rack at Freidman Memorial Airport. The Guide is also distributed at Visitors' Center's throughout the region, can be found digitally on our website and is mailed for free to potential visitors all over the country every week of the year. The Chamber staff does most of the work on producing and editing the content as well as handling all distribution and needs assistance in all these areas as costs continue to rise. Sources like Destination Analytics continue to show the positive impacts and strong ROI of visitor's guides.
- 3) The Chamber receives a \$153, 000 grant from Idaho Department of Tourism to market overnight visits to the Wood River Valley. The State of Idaho has been happy with The Chamber's usage of these grant funds they have been increased every year for the last four years. The grant is extremely time consuming for our Executive Director, but this time is not paid for by the grant itself. Some of this time is paid for through the City of Hailey's LOT grant with The Chamber. Financial support from 1% for Air can be used to help manage and find best uses for these funds.



The Chamber would like to request \$20,000 from the 1% for Air LOT. These funds will go directly to actions and marketing efforts designed to increase the amount of visitation to the Wood River Valley.

**SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES  
October 1, 2022 through September 30, 2023**

**A. SECTION II, GENERAL DEFINITIONS**

**Item 1: A. (3.) *Bodily Injury* – CLARIFY**

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 2)

**Item 2: A. (4.) *Communicable Disease* – CLARIFY**

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. ICRMP has always excluded viruses which are communicable diseases within our absolute pollution exclusion; however, this now defines what a Communicable Disease is and that it includes viruses. (Page 2)

**Item 3: A. (13.) *Impaired Property* – CLARIFY**

Added a definition to clarify the term that is referenced within auto liability. Impaired property means tangible property, other than your product or your work, that cannot be used or is less useful because it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous, or if such property can be restored to use by the repair, replacement, adjustment or removal of your product or your work. (Page 3)

**Item 4: A. (16.) *Jail Operations Services* – CLARIFY**

Moved the definition from the Law Enforcement Liability Section to General Definitions as it is applicable to several sections now. (Page 3)

**Item 5: A. (17.) *Law Enforcement Services* – CLARIFY**

Added a definition to clarify the term that is referenced in the Law Enforcement Liability Section. Law Enforcement Services means any law enforcement assistance or service performed by your law enforcement officer, including any necessary action or items to perform their duties, in the course and scope of employment on your behalf. (Page 3)

**Item 6: A. (21.) *Occurrence* – CLARIFY**

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 4)

**Item 7: A. (23.) *Policy Period* – CLARIFY**

Adopted the definition from program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 4)

**Item 8: A. (24.) *Pollutants* – CLARIFY**

Amended the definition to remove the words “bacteria” and “virus” as a pollutant as they are now defined as a communicable disease as stated above. (Page 4)

**Item 9: A. (28.) *Sexual Molestation or Sexual Abuse Wrongful Act* – CLARIFY**

Moved the definition from the Sexual Molestation or Sexual Abuse Liability Section to General Definitions as it is applicable to several sections now. Additionally, adopted the definition as provided by our reinsurer to mirror their language to ICRMP. (Page 4)

**Item 10: A. (34.) *Wrongful Act* – CLARIFY**

Amended the definition to include language formally found in the Errors & Omissions Liability Section to General Definitions as it is applicable to several sections now. (Page 5)

**Item 11: A. (35.) *Wrongful Employment Practice Act* – CLARIFY**

Amended the definition to include language formally found in the Employment Practices Liability Section to General Definitions as it is applicable to several sections now. (Page 6)

**Item 12: A. (37.) *Your Product* – CLARIFY**

Added a definition to clarify the term that is referenced within impaired property definition that is used within the Auto Liability section. Your Product is defined as goods or products that you may manufacture, sell, handle, distribute or dispose, including warranties or representations you make regarding the fitness, quality, durability, performance or use of your goods or products. While we do not believe many, if any, of our members sell goods or products, we are mirroring what is in our reinsurance policy to our program to our policy provided to our members. (Page 6)

**Item 13: A. (38.) *Your Work* – CLARIFY**

Added a definition to clarify the term that is referenced within impaired property definition that is used within the Auto Liability section. Your Work is defined as work or operations you perform, and materials, parts, or equipment furnished in connection with work or operations and includes warranties or representations made with respect to the fitness, quality, durability, performance, or use of your work. While we do not believe many, if any, of our members sell goods or products, we are mirroring what is in our reinsurance policy to our program to our policy provided to our members. (Page 6)

**B. SECTION III, GENERAL CONDITIONS**

**Item 1: A. (8.) *Duties* – CLARIFY**

Amended language to include all the ways triggers of coverage can be brought forth under our policy. We also have simplified some of the language to clarify your duties when reporting a claim. (Page 9)

**Item 2: A. (9.) *Extended Reporting Periods* – CLARIFY**

Amended language to include all the ways triggers of coverage can be brought forth under our policy that would trigger an extended reporting period. (Page 10)

**Item 3: A. (17.) *Non-Stacking of Limits* – CLARIFY**

Amended language to include all the ways triggers of coverage can be brought forth under our policy that would trigger multiple coverages (whether occurrence based or claims-made based), multiple insuring agreements, single claims or multiple claims and related claims. (Page 12)

**C. SECTION IV, GENERAL EXCLUSIONS**

**Item 1: A. (6.) *Communicable Disease* – REDUCTION**

Added exclusion to match standard Insurance Services Office exclusion as allowed by the Idaho Department of Insurance and references the new definition adopted for communicable disease. We have always excluded viruses; however, this helps clarify the language and to conform to industry standard. (Page 15)

**Item 2: A. (7.) *Communications* – REDUCTION**

Added exclusion to not cover claims resulting from violations of the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003, the Fair Credit Reporting Act and any federal, state, or local statute that addresses communication conveyances. (Page 16)

**Item 3: A. (11.) *Economic or Trade Sanctions* – REDUCTION**

Added exclusion to match reinsurers exclusion to the program. This exclusion applies to claims where payment would be in violation of any sanctions law or regulation which would expose us to penalties under those laws or regulations. (Page 17)

**Item 4: A. (12.) *Earth Movement* – REDUCTION**

Added exclusion to match reinsurers exclusion to the program. This exclusion applies to liability claims that would be filed against you that are related to earth movement claims. (Page 17)

**Item 5: A. (14.) *Employee Benefits* – REDUCTION**

Added exclusion to match reinsurers exclusion to the program. This exclusion applies to liability claims that would be filed against you for Employee Retirement Income Security Act of 1974, Securities Act of 1933, Securities Exchange Act of 1934, Public Utilities Holding Act of 1935, Pool Indenture Act of 1939, Investment Company Act of 1940, State Blue Sky Laws, The Jones Act, general maritime law, Federal Employers Liability Act, Federal Employee Compensation Act, Defense Base Act, or the US Longshoreman and Harbor Workers' Compensation Act. We do not believe any of these laws apply to local governments of Idaho. (Page 17)

**Item 6: A. (27.) *Pollution* – REDUCTION**

Expanded the exclusion to apply any insured, not just the named insured on the policy. (Page 27)

**Item 7: A. (31.) *Third Party Rights* – REDUCTION**

Added exclusion to match reinsurers exclusion to the program. This clarifies that the policy is only between you and ICRMP. Nothing in this policy shall create any obligations or establish any rights of action against us in favor of any third parties, or persons, including claimants against you. (Page 22)

**D. SECTION V, PROPERTY INSURANCE**

**Item 1: Insuring Agreement A. 1. a. – *Additional Coverages* - CLARIFY**

Amended language to match that of our reinsurers regarding how additional coverages are applied to the insuring agreement. Clarified that these coverages are not in addition to but are a part of the overall per occurrence aggregate limit of \$200,000,000. (Page 23)

**Item 2: Insuring Agreement A. 1. a. (2.) – *Debris Removal* - BROADEN**

Debris removal expenses are now the greater of \$2,500,000 or 25% of the loss. It was the “lesser of” and now broadens the coverage by changing the term. (Page 23)

**Item 3: Definition B. 19 – *Vacant Property* - CLARIFY**

Amended the definition to match that of the reinsurer to the program. Clarified that a building is considered vacant if less than 10% of the square footage contains inadequate contents to perform customary operations. (Page 28)

**Item 4: Condition C. 4. – *Earthquake* - CLARIFY**

Added this condition to clarify the sublimit of earthquake coverage. Nothing has changed, we listed here in addition to the declarations page. (Page 30)

**Item 5: Condition C. 5. – Flood - CLARIFY**

Added this condition to clarify the sublimit of flood coverage. Nothing has changed, we listed here in addition to the declarations page. (Page 30)

**Item 6: Condition C. 7. i. – Valuation of Loss - CLARIFY**

Added to the valuation of loss condition for “all other insured property” wherein the value is \$1,000,000 or greater, as stated on the schedule of values you have on file with us, will retain the current valuation terminology to clarify the difference between valuations of items over \$1,000,000 versus less than \$1,000,000. (Page 32)

**Item 7: Condition C. 7. j. – Valuation of Loss - REDUCTION**

Added new valuation of loss condition for “all other insured property” wherein the value is less than \$1,000,000, as stated on the schedule of values you have on file with us, the valuation clause will mirror Condition C. 8. i, however, we will not pay in excess of 125% of the value listed. This is because we do not routinely appraise items less than this value and therefore the values may not be as accurate. (Page 32)

**Item 8: Exclusion D. 1. n. – With Regard to All Property - REDUCTION**

Added new exclusion to not provide coverage for physical damage to insured property caused by water due to the intentional cessation of a building’s heat source. Our intent is that if you purposefully and knowingly turn off a buildings primary heat source and water pipes freeze as a result, that the resulting damage from the burst pipes is not covered. (Page 33)

**Item 9: Exclusion D. 2. g. – With Regard to Buildings & Structures - REDUCTION**

Added new exclusion to not provide coverage for physical damage to insured property caused by groundwater unrelated to flood as defined by the policy. Our intent is that if water from an unknown source such as a high water table from groundwater caused damage, that claim is not covered. (Page 34)

**E. SECTION VII – AUTO LIABILITY**

**Item 1: Condition C. 3. g. – Tentative Settlement – REDUCTION**

Added this condition to clarify that a person seeking Underinsured Motorists Coverage must promptly notify us in writing of a tentative settlement between the insured and the insurer of the underinsured automobile and allow us to advance payment to that insured in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner, or operator of such underinsured automobile. (Page 42)

**Item 2: Exclusion D. 2. b. – Bodily Injury to Employees – REDUCTION**

Amended this exclusion to match that of our reinsurance carrier. We clarified that employees are not covered under Insuring Agreement 1, Auto Liability for bodily injury claims resulting from auto accidents when employees are acting in the course and scope of their employment. We also excluded claims brought forth by the spouse, child, parent, brother, or sister of the employee as a consequence of the above. The intent is that workers compensation should be the sole source of this claim. (Page 43)

**Item 3: Exclusion D. 2. d. – Moving Property – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from the handling of property before it is moved from the place where it is accepted by you for movement into or onto the insured vehicle or after it is moved from the insured vehicle to the place where it is finally delivered by the insured. (Page 44)

**Item 4: Exclusion D. 2. e. – *Moving Property* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the insured vehicle. (Page 44)

**Item 5: Exclusion D. 2. f. – *Your Work* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from your work after that work has been completed or abandoned. (Page 44)

**Item 6: Exclusion D. 2. g. – *Racing* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Liability that result from insured vehicles while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that insured vehicle is being prepared for such a contest or activity. (Page 44)

**Item 7: Exclusion D. 3. d. – *Reasonable Belief* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury claims under Auto Medical Payments that result from anyone using an insured vehicle without a reasonable belief that the person is entitled to do so. (Page 44)

**Item 8: Exclusion D. 3. e. – *Racing* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We do not cover bodily injury or property damage claims under Auto Medical Payments that result from insured vehicles while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that insured vehicle is being prepared for such a contest or activity. (Page 44)

**Item 9: Exclusion D. 4. b. – *Insured Vehicle* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We do not cover claims under Uninsured/Underinsured Motorists that result from anyone using an insured vehicle without a reasonable belief that the person is entitled to do so. (Page 44)

**F. SECTION VIII – GENERAL LIABILITY**

**Item 1: Insuring Agreement A. 1. – *General Liability* – CLARIFY**

Amended this insuring agreement to read more clearly our intent. (Page 45)

**Item 2: Insuring Agreement A. 1. d. – *Host Liquor Liability* – REDUCTION**

Amended this insuring agreement item to only provide liability coverage for claims arising from losses because of serving alcoholic beverages at your social event. We have removed coverage for the manufacturing or selling of alcohol as part of your regular operations. Our intent is designed for those hosting social events where you are furnishing alcohol to guests or allowing them to bring their own drinks.

**Item 3: Exclusion C. 1. n. – *Bodily Injury to Employees* – REDUCTION**

Amended this exclusion to match that of our reinsurance carrier. We clarified that employees are not covered under General Liability for bodily injury claims resulting from an occurrence when employees are acting in the course and scope of their employment. We also excluded

claims brought forth by the spouse, child, parent, brother, or sister of the employee as a consequence of the above. The intent is that workers compensation should be the sole source of this claim. (Page 47)

**Item 4: Exclusion C. 1. o. – *Transportation* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that transportation of mobile equipment by a vehicle is not covered. The intent is that would be covered by Auto Liability instead. (Page 47)

**Item 5: Exclusion C. 1. p. – *Mobile Equipment Racing* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that the use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity is not covered. (Page 47)

**Item 6: Exclusion C. 1. q. – *Publications Falsity* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity are not covered. (Page 47)

**Item 7: Exclusion C. 1. r. – *Publications* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period are not covered. (Page 47)

**Item 8: Exclusion C. 1. s. – *Criminal Acts* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified claims involving criminal acts committed by or at the direction of the insured are not covered. (Page 47)

**Item 9: Exclusion C. 1. t. – *Wrongful Employment Practice Act* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to wrongful employment acts of the employment of any person, including threatened, actual, or alleged discrimination or harassment is not covered. The intent is that this would be covered in the Employment Practices Liability section. (Page 47)

**G. SECTION IX, LAW ENFORCEMENT LIABILITY INSURANCE**

**Item 1: Insuring Agreement A. 1. – *Law Enforcement Liability* – CLARIFY**

Amended this insuring agreement to read more clearly regarding our intent. Additionally, we corrected this coverage to be triggered by an occurrence and not a wrongful act. (Page 48)

**Item 2: Definition B. 1. – *Personal Injury* – CLARIFY**

Amended this definition to read more clearly regarding our intent. We removed those items that were not applicable to this coverage. (Page 48)

**Item 3: Definition B. 2. – *Wrongful Act* – CLARIFY**

We deleted this definition of wrongful act and instead changed the trigger of coverage to occurrence. Occurrence is defined in the General Definitions. (Page 48)

**Item 4: Exclusion C. 1. f. – *Sexual Molestation or Sexual Abuse* – CLARIFY**

We added an exclusion to clarify that Sexual Molestation or Sexual Abuse is not covered under Law Enforcement Liability. Our intent is to cover that under Sexual Molestation or Sexual Abuse Liability section. (Page 49)

**Item 5: Exclusion C. 1. j. – *Criminal Acts* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving criminal acts committed by or at the direction of the insured are not covered. (Page 49)

**Item 6: Exclusion C. 1. k. – *Bodily Injury to Employees* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that employees are not covered under General Liability for injury claims resulting from an occurrence when employees are acting in the course and scope of their employment. We also excluded claims brought forth by the spouse, child, parent, brother, or sister of the employee as a consequence of the above. The intent is that workers compensation should be the sole source of this claim. (Page 49)

**Item 7: Exclusion C. 1. l. – *Willful Violation* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that the willful violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge or consent of any insured is not covered. (Page 49)

**Item 8: Exclusion C. 1. m. – *Fraud* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud is not covered. (Page 49)

**H. SECTION X, ERRORS AND OMISSIONS INSURANCE**

**Item 1: Insuring Agreement A. 1. – *Errors and Omissions Liability* – CLARIFY**

Amended this insuring agreement read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful act for clarity. (Page 50)

**Item 2: Exclusion D. 1. g. – *Wrongful Employment Practice Act* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to wrongful employment acts of the employment of any person, including threatened, actual, or alleged discrimination or harassment is not covered. The intent is that this would be covered in the Employment Practices Liability section. (Page 51)

**Item 3: Exclusion D. 1. m. – *Labor Strike* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any labor strike, civil disturbance, riot, or civil commotion are not covered. (Page 51)

**Item 4: Exclusion D. 1. n. – *Fiduciary Capacity* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to the insured's activities in a fiduciary capacity are not covered. This is better described in the Crime section instead. (Page 51)

**Item 5: Exclusion D. 1. o. – *Debt Financing* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to debt financing are not covered. This is better described in the Crime section instead. (Page 51)



**Item 6: Exclusion D. 1. p. – Bonds – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to failure or omission to effect or maintain insurance or bonds of any kind are not covered. This is better described in the Crime section instead. (Page 51)

**Item 7: Exclusion D. 1. q. – Professional Services – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to the rendering or failure to render professional services provided by any lawyer, architect, building inspector, engineer or accountant to any person or entity other than the named insured or any commissions, boards, departments, or other units operated by the named insured or under the named insured's jurisdiction are not covered. (Page 51)

**I. SECTION XI, EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE**

**Item 1: Insuring Agreement A. 1. – Employee Benefit Program Liability – CLARIFY**

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful act for clarity. (Page 52)

**Item 2: Definition B. 1. e. – Administration – CLARIFY**

Amended this definition to match that of our reinsurer. We clarified that administration does not include handling payroll deductions. (Page 52)

**Item 3: Exclusion D. 1. g. – Criminal Acts – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims involving criminal acts committed by or at the direction of the insured are not covered. (Page 53)

**Item 4: Exclusion D. 1. h. – Wrongful Employment Practice Act – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to wrongful employment acts of the employment of any person, including threatened, actual, or alleged discrimination or harassment is not covered. The intent is that this would be covered in the Employment Practices Liability section. (Page 53)

**J. SECTION XII, EMPLOYMENT PRACTICES LIABILITY INSURANCE**

**Item 1: Insuring Agreement A. 1. – Employment Practices Liability – CLARIFY**

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful employment practices act for clarity. (Page 54)

**Item 2: Condition 2. – Deductible – REDUCTION**

Amended this condition to increase the per claim deductible to \$20,000 for all Employment Practices claims as per the language used to trigger a deductible. This may be waived if you consult with us before such employment action, including terminations or suspension of employment, and followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action. (Page 54)

**Item 3: Exclusion D. 1. g. – Fraud – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that acts of fraud committed by or at the direction of the insured is not covered. (Page 55)

**Item 4: Exclusion D. 1. h. – *Americans with Disability Act* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that any cost associated with providing any reasonable accommodation required by, made as a result of or to conform with the requirements of the Americans with Disability Act, or any similar federal, state or local law or ordinance, any amendments thereto and any rules or regulations promulgated thereunder or common law is not covered. (Page 55)

**Item 5: Exclusion D. 1. i. – *Labor Strike* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any labor strike, civil disturbance, riot, or civil commotion are not covered. (Page 55)

**Item 6: Exclusion D. 1. j. – *Fact or Circumstance* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any fact or circumstance which has been the subject of any written notice given under any other insurance policy is not covered. (Page 55)

**Item 7: Exclusion D. 1. k. – *Fact or Circumstance* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that claims relating to any fact or circumstance known prior to the inception date of the first policy issued by us, which any insured knew or could have reasonably foreseen would result in a claim is not covered. (Page 55)

**K. SECTION XIII, SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE**

**Item 1: Insuring Agreement A. 1. – *Sexual Molestation or Sexual Abuse Liability* – CLARIFY**

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a sexual molestation or sexual abuse wrongful act for clarity. (Page 56)

**Item 2: Exclusion D. 1. g. – *Failure to Report* – REDUCTION**

Added this exclusion to match that of our reinsurance carrier. We clarified that damages or defense costs arising out of any your failure to report any sexual molestation or sexual abuse wrongful act as required by any applicable federal, state, or local law, ordinance, or regulation are not covered. (Page 58)

**L. SECTION XIV, CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE**

**Item 1: Insuring Agreement A. 1. – *Chemical Spraying Activities Liability* – CLARIFY**

Amended this insuring agreement to read more clearly our intent. Additionally, we moved language from the insuring agreement to the definition of a wrongful act for clarity. (Page 59)

**Item 2: Definition B. 3. – *Wrongful Act* – REDUCTION**

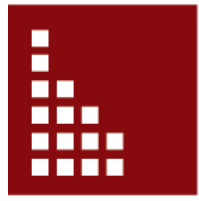
Amended this definition to clearly communicate this is a claims-made coverage using the wrongful act terminology versus and occurrence-based definition. Before it was a mix of claims-made terminology with occurrence definitions which was confusing. (Page 59)

**M. SECTION XV, ENDORSEMENTS**

**Item 1: #8 Active Assailant Amendatory Endorsement. – BROADEN**

Added coverage of up to \$50,000 per incident and \$100,000 annual aggregate per year for multiple occurrences for paying costs incurred by you from the use of active assailant response resources to include the use of public relations firms, crisis management firms, psychological counseling, environmental clean-up, salvage, and recovery clean up and funeral expenses resulting from an event involving an assailant using a weapon and takes place on your primary business operation premise. (Page 82)

REDLINED VERSION



# ICRMP

*Policy Year*

2021~~2~~-202~~2~~3

# PUBLIC ENTITY

## Multi-Lines Insurance Policy

*Issued for:*

ICRMP Subscriber Name

*Issued by:*

Idaho Counties Risk Management Program

3100 Vista Avenue, Suite 300, Boise, ID 83705

Phone: (208) 336-3100 ~ Fax: (208) 336-2100

[www.icrmp.org](http://www.icrmp.org)

# PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

**ISSUED BY IDAHO COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS**  
**3100 Vista Avenue, Suite 300**  
**Boise, Idaho 83705**  
**(208) 336-3100**

<b>Named Insured:</b>	<b>Member Name</b>
<b>Address:</b>	<b>Member Address</b> <b>Member City, St, Zip</b>
<b>Application Date:</b>	<b>Merge</b>
<b>Policy Number:</b>	<b>Policy Number Merge</b>
<b>Policy Period:</b>	<b>From: Merge Date</b> <b>To: <a href="#">October 1, 2023</a></b>
	<i>Both dates above at 12:01 AM</i>
<b>Member Contribution:</b>	<b>Premium Merge</b>
<p><b>NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION</b></p> <p>As required by Article VIII, Section 4 and Article XII, section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP Subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact ICRMP at 208-336-3100.</p>	

**PROPERTY**

Section V limit of indemnification is \$200,000,000 per occurrence and this limit is for all property coverages and all limits of indemnification combined with all public entity members collectively.

<i>Insuring Agreements</i>	<i>Limit of Indemnification</i>	<i>Coverage Basis</i>	<i>Deductible</i>
<b>Buildings, Structures &amp; Property, Mobile Equipment and Vehicle Physical Damage</b>			
<b><u>Sublimits:</u></b>			
Claim Preparation Fees & Expenses	\$100,000	Per covered occurrence.	The first <b>XX</b> per covered occurrence is applicable to Section V, Insurance Provided 1 and 2, excepting flood and earthquake losses.
Debris Removal	\$2,500,000 ( <del>lesser</del> greater of 25% of property damage, loss or limit shown)	Per covered occurrence.	
Earthquake	\$62,500,000	Per covered occurrence and/or in the Annual Aggregate with all Public Entity members combined in this policy year.	
Employee/Volunteer Property	\$50,000	Per occurrence.	
Evacuation Expenses	\$50,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	
Fire Brigade/Extinguishing	\$25,000	Per occurrence.	
Fine Arts	\$1,000,000	Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year.	
Flood Type 1*	\$12,500,000	Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year.	
Flood Type 2**	\$62,500,000	Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year.	
Inadvertently Omitted Items	\$2,500,000	Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year.	
Increased Cost of Construction	\$10,000,000	Per covered occurrence.	*Flood Type 1: The first \$500,000 per building and first \$500,000 per contents per covered occurrence.  **Flood Type 2: The first \$25,000 per covered occurrence.
Landscape Items	\$25,000	Per covered occurrence.	
Newly Acquired Property	\$10,000,000/120 days	Per covered occurrence and within 120 days of acquisition.	
Operational Disruption Expense	\$5,000,000	Per covered occurrence and includes sublimits as listed under heading.	
• Data Restoration	\$250,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Extra Expense	\$2,000,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Expediting Expense	\$500,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Leasehold Interest	\$1,000,000	Per covered occurrence and is included in the \$5,000,000 limit.	
Property in Course of Construction	\$5,000,000	Per covered occurrence.	
Property in Transit	\$1,000,000	Per covered occurrence.	
Protection & Preservation of Property	\$250,000	Per covered occurrence.	
Service Animals	\$25,000	Per covered occurrence.	
Unmanned Aircraft (Drones)	\$50,000	Per covered occurrence.	
Valuable Papers and Records	\$1,000,000	Per covered occurrence and includes sublimits as listed under heading.	
• Data Restoration Related to Valuable Papers and Records	\$250,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	

**----- CRIME INSURANCE-Section VI-----**

<b>Insuring Agreements</b>	<b>Limit of Indemnification</b>	<b>Coverage Basis</b>	<b>Deductible</b>
<b>1. Employee Dishonesty</b>	<merge>	Per covered occurrence and in the aggregate for all claims annually.	<b>The first tbl-uw-PolicyLimits0304.C rimeDed of any loss in this section.</b>
<b>2. Loss Inside Premises</b>	<merge>	Per covered occurrence and in the aggregate for all claims annually.	
<b>3. Loss Outside Premises</b>	<merge>	Per covered occurrence and in the aggregate for all claims annually.	
<b>4. Policy in Lieu of Public Officials Surety Bond</b>	\$50,000	Per covered occurrence and not to exceed \$500,000 in the aggregate for all claims annually.	
<b>Sublimit Notary Bond</b>	\$25,000	Per covered occurrence.	

**----- OCCURRENCE LIABILITY COVERAGES -----**

<b>Section and/or Insuring Agreements</b>	<b>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</b>	<b>Indemnification Limit for All Other Covered Claims</b>	<b>Defense Cost Limit for Covered Claims</b>	<b>Coverage Basis</b>
<b>AUTO LIABILITY- SECTION VII</b>				
<b>1. Automobile Liability (Accident Outside State of Idaho)</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered accident. Per covered accident.
<b>Automobile Liability (Accident Inside State of Idaho)</b>	\$500,000	\$500,000	Included in above	
<b>2. Automobile Medical Payments</b>	\$5,000 \$100,000	\$5,000 \$100,000	Not Applicable	Each person. Each accident.
<b>3. Uninsured / Underinsured Motorists</b>	\$100,000 \$300,000	\$100,000 \$300,000	Included in above	Each person. Each accident.
<b>GENERAL LIABILITY- SECTION VIII</b>				
<b>1. General Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered occurrence.
<u>Sublimits:</u>				
Sewer Backup	\$500,000	\$500,000	Included in above	Per covered occurrence.
Fire Suppression Liability	\$500,000	\$500,000	Included in above	Per covered occurrence.
<b>LAW ENFORCEMENT LIABILITY- SECTION IX</b>				
<b>Law Enforcement Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered occurrence.

**-----CLAIMS MADE LIABILITY COVERAGES-----**

<b>Section and/or Insuring Agreements</b>	<b>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</b>	<b>Indemnification Limit for All Other Covered Claims</b>	<b>Defense Cost Limit for Covered Claims</b>	<b>Coverage Basis</b>
<b>ERRORS &amp; OMISSIONS LIABILITY – SECTION X</b>  <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <Policy0304.RetroDate>  1. <b>Errors &amp; Omissions Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<b>EMPLOYEE BENEFITS LIABILITY – SECTION XI</b>  <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <Policy0304.RetroDate>  1. <b>Employee Benefits Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<b>EMPLOYMENT PRACTICES LIABILITY – SECTION XII</b>  <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <Policy0304.RetroDate>  1. <b>Employment Practices Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim. Deductible applies as follows: The first <tbl-uw-PolicyLimits0304.E PLDed> per covered claim as detailed within the coverage section.
<b>SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XIII</b>  <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <Policy0304.RetroDateSectionII>  1. <b>Sexual Molestation/Sexual Abuse Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<b>CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV</b>  <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <Policy0304.RetroDate>  1. <b>Chemical Spraying Activities Liability</b>	\$500,000	\$500,000	\$500,000	Per covered claim and/or in the aggregate for multiple claims.

**ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV, AND XV COMBINED IS \$5,000,000.**



**SECTION XV – ENDORSEMENTS**

<b>Insuring Agreements</b>	<b>Limit of Indemnification</b>	<b>Defense Cost Limit</b>	<b>Coverage Basis and/or Aggregate</b>	<b>Deductible</b>
<b>#1 - Accidental Discharge of Pollutants Amendatory Endorsement</b>	\$100,000	Not applicable	Per covered occurrence and \$500,000 in the annual aggregate for multiple claims.	The first <b>XX</b> of any loss for Endorsement #1.
<b>#2 – Cyber Privacy or Security Event Endorsement</b> <b>CLAIMS MADE COVERAGE</b> <b>Retroactive Date: October 1, 2015</b>  <u>Sublimits:</u>  Privacy or Security Event Liability Privacy Response Expenses Regulatory Proceedings & Penalties PCI-DSS Assessments  Electronic Equipment, Electronic Data, & Network Interruption Costs  Cyber Extortion Expenses & Monies  Social Engineering Financial Fraud	\$1,000,000          \$250,000  \$50,000  \$100,000	Included in indemnification limit          Included in above Included in above Included in above Included in above	Per Covered <a href="#">Claim-Event</a> and \$10,000,000 in the aggregate annually. <a href="#">Aggregate is shared among-with</a> all ICRMP Entity Members <a href="#">collectively insured by this Endorsement for Cyber Privacy or Security Event</a> for multiple claims.          \$50,000 Per Covered Claim and/or in the aggregate for multiple claims.  \$100,000 Per Covered Claim and/or in the aggregate for multiple claims.	The first <b>XX</b> of any loss and 12 hours waiting period for Endorsement #2.
<b>#3 – Public Land Fire Suppression Amendatory Endorsement</b>	\$500,000	Not applicable	Per covered occurrence and/or in the aggregate for multiple claims subject to annual aggregate.	
<b>#4 - Terrorism Liability Amendatory Endorsement</b>	\$500,000	\$500,000	Per covered occurrence and/or in the aggregate for multiple claims subject to annual aggregate.	
<b>#5 – Asbestos Remediation Amendatory Endorsement</b>	\$0	Not applicable	Per covered occurrence.	The first <b>XX</b> of any loss for Endorsement #5.
<b>#6 – Equipment Breakdown Endorsement</b> 1. Spoilage 2. Service Interruption 3. Expediting Expense 4. Business Income & Extra Expense 5. Hazardous Substance 6. Ammonia Contamination 7. Electronic Data and Media 8. CFC Refrigerants 9. Computer Equipment	\$500,000 \$2,500,000 \$500,000 \$1,000,000 \$1,000,000 \$500,000 \$1,000,000 \$100,000 \$5,000,000	Not applicable for endorsement	Per covered occurrence for each limit and sublimit as listed. This endorsement's limit of indemnification is \$100,000,000 per occurrence for all equipment breakdown coverages and all limits of indemnification combined with all ICRMP members collectively.	The first <b>XX</b> of any loss for Endorsement #6.
<b>#7 – Attorney Consultation Reimbursement Amendatory Endorsement</b>	\$0	\$2,500	Per covered claim and \$50,000 in the aggregate for multiple claims.	
<b>#8– Active Assailant Amendatory Endorsement</b>	\$50,000  \$100,000	Not applicable	Per covered incident.  In the aggregate for multiple incidents.	

**ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV, AND XV COMBINED IS \$5,000,000.**

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## SECTION I - GENERAL INSURING AGREEMENT

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- A. Unless otherwise stated in a specific subsequent section or endorsement, the following General Insuring Agreements apply to all sections of this policy. Certain provisions in this policy restrict coverage or limit damage amounts. The entire policy should be read carefully to determine **your** rights and duties, and to determine what is and is not covered.
1. Idaho Counties Risk Management Program, Underwriters (ICRMP) agrees with the **named insured** as listed in the declarations pages of this policy made a part hereof, in consideration of the payment of the member contribution and subject to the limits of indemnification, insuring agreements, conditions, exclusions and other terms of this policy, as follows:
    - a. **We** will provide the insurance described in this policy and declarations pages if **you** have paid the member contribution and have complied with all policy provisions and conditions.
    - b. The insurance set forth in this policy is subject to the limits of indemnification as indicated on the declarations pages or as set forth within the policy or any other endorsements issued during this term.
    - c. The liability insuring agreements afforded by this policy responding to covered claims for **damages** brought pursuant to Title 6, Chapter 9, Idaho Code (the Idaho Tort Claims Act) are expressly limited to five hundred thousand dollars (\$500,000) per **occurrence**. It is the express intent of ICRMP to limit exposure and coverage to the limit of \$500,000 per covered claim, **accident, occurrence**, or loss as established by statute. Any reference to liability indemnification amounts in excess of five hundred thousand dollars (\$500,000) contained in this policy shall not apply to claims brought pursuant to the Idaho Tort Claims Act.
    - d. By acceptance of this policy **you** agree that the declarations pages accurately indicate the coverages **you** have purchased.
    - e. All limits of indemnification, including annual aggregate, are as stated in the declarations pages or within the accompanying policy.
    - f. The insurance provided by this policy applies to any covered claim or lawsuit filed and maintained only within the fifty (50) states, including the District of Columbia, of the United States of America.
    - g. In regard to defense of claims or lawsuits, **we** may investigate or settle any covered claim or **suit** against **you**. **We** will provide a defense with counsel of **our** choice, at **our** expense, if **you** are sued for a covered claim, unless specifically stated in the applicable coverage section that no coverage exists without a demand for **damages**. **Our** obligation to defend any claim or **suit** ends when either:
      - (1) The amount of loss or **damages we** pay equals the limit(s) of indemnification afforded as listed in the declaration pages under this policy; or
      - (2) The defense costs incurred by **us** equal the defense costs limit for covered claims afforded under this policy either for an individual claim, or in the aggregate as listed in the declaration pages under this policy.
  2. **Entire Agreement.** This policy, when read in concert with the Joint Powers Subscriber Agreement, embodies the entirety of the agreement existing between **you** and **us** relating to this Insurance. **You** acknowledge that **you** are responsible for maintaining information about **your** insurance needs and **you** have no power to bind ICRMP to provide insurance beyond that expressed in this policy, its endorsements, and its attendant declaration pages.
  3. **Titles.** The titles in this policy are only for reference. The titles do not in any way affect the provisions of this policy.

## SECTION II - GENERAL DEFINITIONS

- A. Unless otherwise stated or amended in a specific subsequent section or endorsement, the following definitions are applicable to all sections and endorsements of this policy.
1. **"Accident"** means a sudden, unexpected, and unintended event.
  2. **"Aircraft"** means any contrivance used or designed to carry people in flight.
  3. **"Bodily Injury"** means physical injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these. ~~**Bodily Injury** does not include sexual molestation.~~
  4. **"Communicable Disease"** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
    - a. 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
    - b. 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
    - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
  - 3-5. **"Damages"** means monetary compensation to be awarded through judgment in a court proceeding or through settlement agreed to by **us** to compensate a claimant for harm suffered.
  6. **"Discrimination"** means any actual or alleged:
    - a. Violation of any employment discrimination law; or
    - b. Disparate treatment of, or the failure or refusal to hire a person because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
  7. **"Employee Benefit Program"** means a program providing group life insurance, group accident or health insurance, or group dental, vision and hearing plans, retirement, profit sharing, unemployment insurance, or any other benefit provided that no one other than an employee of the **named insured** may subscribe to such insurance or plans and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements.
  8. **"Employment Sexual Harassment"** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes harm when:
    - a. Submission to or rejection of such unwelcome conduct is made either explicitly or implicitly a condition of a person's employment, or basis for employment decisions affect a person; or
    - b. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creates an intimidating, hostile or offensive work environment.
  9. **"Employment Harassment"** means any actual or alleged harassment, other than **employment sexual harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile or offensive work environment.
  10. **"First Aid"** means the rendering of emergency medical treatment at the time of an **accident** and only when other licensed medical professional care is not immediately available.

11. "**First Made**" means when **you** first give written notice to **us** that a claim has been made against **you**, but not later than the end of this **policy period** or any extended reporting period **we** provide. Reports of incidents or circumstances made by **you to us** as part of risk management or loss control services shall not be considered notice of a claim.

12. "**Fungi**" means any organism of the plant kingdom Fungi, which lacks chlorophyll and vascular tissue, including but not limited to, yeast, mold, mildew, rust, smut, mushrooms, spores, mycotoxins, or any other substances, odors, or byproducts arising out of the current or past presence of fungi.

13. "**Impaired Property**" means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous, or if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**.

~~13-14.~~ "**Insured**" means:

a. The **named insured** and

b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor.

15. "**Insured Property**" means the following property as listed on **your schedule of values**, unless excluded elsewhere in this policy, to the extent of the interest in such property:

a. Real property, including but not limited to buildings, remodeling, installations, and construction in which **you** have an insurable interest.

b. Personal Property:

(1) Owned by **you**, including **your** interest as a tenant in improvements and betterments; or

(2) Of **your** officers and employees on **your** property; or

(3) Of others in **your** custody to the extent **you** are under obligation to keep insured for physical loss or damage;

c. **Mobile equipment, vehicles, unmanned aircraft system** and watercraft **you** own, rent, or lease.

16. "**Jail Operations Services**" means activities relating to the detention of prisoners, arrestees or detainees at a detention facility, jail, work program, or other facility however described used to hold prisoners, arrestees, or detainees in the charge of an **insured**, while acting in the course and scope of employment on **your** behalf.

17. "**Law Enforcement Services**" means any law enforcement assistance or service performed by **your** law enforcement officer, including any necessary action or items to perform their duties, in the course and scope of employment on **your** behalf.

~~16-18.~~ "**Mobile Equipment**" means equipment such as earthmovers, tractors, diggers, farm machinery, forklifts, heavy construction equipment, mobile medical equipment, etc., that even when self-propelled, are not considered **vehicles**.

~~17-19.~~ "**Named Insured**" means the public entity identified in the declarations pages of this policy.

~~18-20.~~ "**Normal**" means the condition that would have existed had no physical loss or damage occurred.

21. "**Occurrence**" means an **accident** or a continuous or repeated exposure to the same general conditions which result in **personal injury** and/or **property damage** during the **policy period**. All **personal injury** to one or more persons and/or **property damage** arising out of an **accident** or a continuous or



repeated exposure to the same general conditions or a series of continuous, repeated or related accidents shall be deemed one **occurrence** regardless of the number of insureds involved, period of time or area over which such personal injury or property damage occurs or number of persons suffering personal injury or property damage and shall be deemed to occur when the first part of such personal injury or property damage commences.

22. **"Personal Injury"** means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, piracy, and any infringement of copyright of property, erroneous service of civil papers, assault, battery and disparagement of property.

22-23. **"Policy Period"** means the period from the effective date of this policy to the expiration date stated in the declarations pages, or earlier termination date, if any, of this policy.

23-24. **"Pollutant(s)"** means:

- a. Those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property;
- b. Any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste, including debris and trash and materials to be recycled, reconditioned or reclaimed;
- c. ~~Bacteria~~, ~~fFungi~~, mold, mildew, ~~virus~~, silica;
- d. Hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.

24-25. **"Premises"** means any real property or land possessed and controlled by **you** in **your** capacity as a possessor.

25-26. **"Property Damage"** means physical damage to or destruction of tangible property, including loss of use resulting from such physical damage or destruction.

26-27. **"Retaliation"** means any actual or alleged wrongful termination or other adverse employment action by any **insured** against a person or persons on account of:

- a. Assistance, testimony or cooperation with a proceeding or investigation regarding alleged violations of law;
- b. Exercise or attempted exercise of rights protected by law;
- c. Disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law; or
- d. Refusal to violate any law.

28. **"Sexual Molestation or Sexual Abuse Wrongful Act"** means any act or omission relating to:

a. The alleged, actual, threatened, unwelcome or offensive:

(1) Physical conduct of a sexual nature, including sexual abuse or molestation; or

(2) Verbal or written conduct of a sexual nature or conduct of a sexual nature using visual images, including conduct by electronic means;

b. Including:

(1) The negligent:

(i.) Employment;

(ii.) Investigation;

(iii.) Supervision;

(iv.) Reporting to proper authorities, or failure to so report; or

(v.) Retention;

of a person for whom any **insured** is or ever was legally responsible and whose conduct is described in paragraph a.

c. Breach of any legal obligation arising out of any conduct described in paragraph a. or b., or suspected or threatened conduct described in paragraph a. or b., or breach of any duty to any person who was subjected to any conduct described in paragraph a. or b.

27-29. **“Suit”** means a civil proceeding in which **damages** because of **bodily injury, property damage** or **personal injury** to which this insurance policy applies are alleged.

28-30. **“Terrorism”** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.

31. **“Unmanned Aircraft System”** means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that unmanned aircraft. An unmanned aircraft is a component of an unmanned aircraft system. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within the or on the aircraft.

32. **“Vehicle”** means any automobile, truck, van, bus, motorcycle, or other conveyance licensed for use on public roads.

33. **“We”, “Us”** and **“Our”** means Idaho Counties Risk Management Program, Underwriters (ICRMP).

34. **“Wrongful Act”** means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, or any error, misstatement, act or omission respectively by **you**, performed in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice act**. All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:

(1) related **wrongful acts** taking place thereafter;

(2) persons affected by related **wrongful acts**;

(3) locations where the related **wrongful acts** took place;

(4) ICRMP **policy periods** over which the related **wrongful acts** took place; or

(5) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.

35. **“Wrongful Employment Practice Act”** means any actual or alleged employment-related act or omission in the form of one or more of the following:

a. **Discrimination;**

- b. Employment-related libel, slander, defamation;
- c. **Employment sexual harassment** or **employment harassment**;
- d. Negligent hiring, supervision, training, or retention.
- e. **Retaliation**;
- f. Violation of the Family Medical Leave Act;
- g. Wrongful discipline, deprivation of career opportunity, or evaluation;
- h. Wrongful termination.

All **wrongful employment practice acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful employment practice act**, which will be deemed to have occurred at the time the first such related **wrongful employment practice act** commenced, whether committed by the same person or two or more persons and without regard to the number of:

- (1) related **wrongful employment practice acts** taking place thereafter;
- (2) persons affected by related **wrongful employment practice acts**;
- (3) locations where the related **wrongful employment practice acts** took place;
- (4) ICRMP **policy periods** over which the related **wrongful employment practice acts** took place; or
- (5) Breaches of any legal obligation arising out of any related **wrongful employment practice act**, or suspected or threatened related **wrongful employment practice act**, or breaches of duty to any person affected by a related **employment wrongful practice act**.

36. "You" and "Your" means the **named insured** identified in the declarations pages of this policy.

**37. "Your Product":**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers, (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of your product; and
- (2) The providing of or failure to provide warnings or instructions.

**38. "Your Work" means:**

- a. Work or operations performed by you or on your behalf; and

b. Materials, parts, or equipment furnished in connection with such work or operations.

c. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **your work**, and

(2) The providing of or failure to provide warnings or instructions.

## SECTION III – GENERAL CONDITIONS

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- A. Unless otherwise stated in a specific subsequent section or endorsement, the following conditions are applicable to all sections and endorsements of this policy.
1. **Apportionment.** In the event a **suit** alleges a claim which is covered by the terms of this policy and a claim which is not covered by the terms of this policy, **our** obligation for the costs of defense and payment of any award or settlement for **damages** shall be limited to only those sums related to a covered claim.
  2. **Assignment.** **Your** interests in this insurance may not be assigned.
  3. **Bankruptcy and Insolvency.** In the event of **your** bankruptcy or insolvency or any entity **you** comprise, **we** shall not be relieved of the payment of any claim by **you** or against **you** or the liquidator, receiver, or statutory successor of **you** under this policy without diminution because of **your** insolvency provided that **you** have timely paid **your** member contributions.
  4. **Cancellation and Nonrenewal.**
    - a. Cancellation.
      - (1) **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation. Cancellation will be effective on the later of the date requested by **you** or the date **we** receive the request.
      - (2) **We** may cancel this policy as follows:
        - (a) If this policy has been in effect for sixty (60) days or less, and is not a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation at least:
          - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
          - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
        - (b) If this policy has been in effect for more than sixty (60) days, or is a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation to **you** at least:
          - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
          - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for one or more of the following reasons:
            1. Nonpayment of member contribution;
            2. Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining a policy, continuing the policy or in presenting a claim under the policy;
            3. Acts or omissions on **your** part which increase any hazard insured against;
            4. Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

5. Loss of or decrease in reinsurance which provided **us** with coverage for all or part of the risk insured;
  6. A determination by the Director of Insurance that continuation of this policy would jeopardize **our** solvency or place **us** in violation of the insurance laws of Idaho or any other state; or
  7. Violation or breach by **you** of any policy terms or conditions other than nonpayment of member contribution.
- b. Nonrenewal.
- (1) If **we** elect to not renew this policy, **we** will mail or deliver to **you** a written notice of intention not to renew at least forty-five (45) days prior to the expiration date of the policy.
  - (2) If notice is not mailed or delivered at least forty-five (45) days before the expiration date of this policy, this policy will remain in effect until forty-five (45) days after notice is mailed or delivered.
  - (3) **We** will not mail or deliver this notice if:
    - (a) **We** have offered to renew this policy; or
    - (b) **You** have obtained replacement coverage; or
    - (c) **You** have agreed in writing to obtain replacement coverage.
5. **Currency.** The member contribution and losses under this insurance are payable in currency of the United States.
6. **Deductibles.** In each case of loss covered by this policy, **we** will be liable only if **you** sustain a loss in a single **occurrence** greater than the underlying limit or the applicable deductible specified in the declarations pages, insuring agreements or endorsements, and only for its share of that greater amount. In the event of any **occurrence** resulting in loss or damage insured against under this policy for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the **occurrence**.
7. **Dispute Resolution Procedure.** **You** and **we** agree that it is in **our** mutual interest to have a dispute resolution procedure in order to address potential disputes and disagreements as to whether or not a claim is covered by the terms and conditions of this policy. **You** and **we** agree that the dispute resolution procedure as set out in the Joint Powers Subscriber Agreement currently in force as of the effective date of this policy shall apply to address any potential disputes and disagreements as to coverage.
- a. Inapplicable to Certain Disputes and Disagreements:
- (1) These dispute resolution procedures do not apply to the appraisal condition set forth in the specific conditions applicable to the property insurance provided in section V of this policy, or to the arbitration condition set forth in the specific conditions applicable to the Automobile Liability Insuring Agreements set out in section VII of this policy.
  - (2) These dispute resolution procedures do not apply in any way to **our** decisions regarding terms of claim settlement, claim payment amount, or the claim investigation process.
8. **Duties After Occurrence, Accident, Wrongful Act, Wrongful Employment Practice Act, Claim Sexual Molestation or Sexual Abuse Wrongful Act or Suit.**
- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act, or suit** which may reasonably result in a claim. To the extent possible, notice should include:

- (1) How, when and where the **occurrence**, ~~claim~~**accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act suit** took place;
  - (2) The names, addresses and telephone numbers of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the **occurrence, accident, wrongful act, wrongful employment practice act, claim or sexual molestation or sexual abuse wrongful act suit.**
- b. If a claim is made or **suit** is brought against any **insured, you**, and any involved **insured** must:
- (1) Immediately record the specifics of the claim or **suit** and the date received.
  - (2) See that **we** receive written notice of the claim or **suit** as soon as practicable.
  - ~~(1)~~(3) Immediately send **us** copies of any claims, demands, notices, summonses or legal papers received in connection with the ~~claim, occurrence, accident, wrongful act, wrongful employment practice act,~~ claim or **suit**;
  - ~~(2)~~(4) See that **we** receive written notice of the claim or **suit** as soon as practicable; Authorize **us** to obtain records and other information, and provide a sworn statement, if requested;
  - ~~(3)~~(5) Cooperate with **us** in the investigation, or defense of the claim or **suit**, including but not limited to, attendance at hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses; and
  - ~~(4)~~(6) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this insurance policy may also apply.
- c. **You** shall not, except at **your** own risk, voluntarily make a payment, assume any obligation, or incur any expense, other than for **first aid**, without **our** consent.
- d. **Your** failure to comply with the foregoing duties shall constitute a material breach deemed prejudicial to **us**, thereby entitling **us** to refuse any coverage for the **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act, claim or suit**, or any duties arising therefrom.
- e. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
9. **Extended Reporting Periods.** All coverage sections designated as claims-made are conditioned as follows if this policy is cancelled or not renewed for any reason, ~~other than for non-payment of member contribution or non-compliance with the terms and conditions of this policy:~~
- a. **We** will provide an Extended Reporting Period of thirty (30) days duration following immediately upon the effective date of nonrenewal or cancellation, to apply to a claim brought forth under the applicable coverage section which is **first made against you** in writing to **us by you during the Extended Reporting Period** but only by reason of a **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act occurrence, claim or wrongful employment practice act** which first commences ~~and was sustained subsequent~~ on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination, and which is otherwise afforded by all coverages within this policy.
  - b. If, however, this policy is immediately succeeded by a similar claims-made insurance policy with any insurer, in which the retroactive date ~~is the same as or earlier than that shown in the declarations pages of this policy,~~ the alleged **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act.** –the succeeding policy shall be deemed to be a replacement of this policy, and the extended reporting period will not apply. Once in effect, an extended reporting period cannot be canceled.

- c. The extended reporting period does not reinstate or increase the limit(s) of indemnification applicable to any coverages of this policy.
10. **Inspections, Audit and Verification of Values.** **We** shall be permitted, but not obligated, to review or inspect **your** property, operations, records, and books, at any reasonable time. Neither **our** right to make inspections or conduct reviews, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of **you** or others, to determine or warrant that such property or operations are safe or healthful. **We** will have no liability to **you** or any other person because of any inspection or failure to inspect. It is **your** responsibility to disclose accurate statements of value.
11. **Loss Payments.** When it has been determined that **we** are liable under this policy, **we** shall pay losses in excess of the stated deductible up to the limits of indemnification stated in the declarations pages. **Our** obligation to make loss payments shall arise as amounts owed are determined.
12. **Misrepresentation and Fraud.** This policy shall be void in entirety if, whether before or after a loss, you have:
- Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of any **insured**.
  - Made any attempt to defraud us; or
  - Made any false swearing.
13. **Mitigation.** In the event of a loss covered under this policy, **you** must take all reasonable steps to prevent further loss or damage.
14. **Multiple Insureds, Claims, Suits, or Claimants.** The limits of indemnification as stated in the declarations pages is the most we will pay on **your** behalf under this policy regardless of the number of:
- [Insureds](#);
  - [Insured vehicles as defined in Section VII - Automobile Liability Insurance](#);
  - Claims made or **suits** brought; or
  - Persons or organizations making claims or bringing **suits**.
15. **No Benefit to Bailee.** **We** will not recognize any assignment or grant any coverage for the benefit of any person, entity or organization holding, storing, or transporting **your** property, regardless of any other provision of this policy.
16. **Non-Stacking of Insurance Coverage.** No individual or entity entitled to coverage under any coverage section of this policy shall recover duplicate payment for the same elements of loss under other coverage sections of this policy, or other policies written by **us**.
17. **Non-Stacking of Limits.**
- Claims Made Coverage – Single Claim.**
    - All claims arising out of the same Errors and Omissions Liability **wrongful act** or a series of related Errors and Omissions Liability **wrongful acts** (Section X); or
    - All claims arising out of the same Employee Benefit Liability **wrongful act** or a series of related Employee Benefit Liability **wrongful acts** (Section XI); or
    - All claims arising out of the same Employment Practices Liability **wrongful employment practice act** or a series of related Employment Practices Liability **wrongful employment practice acts** (Section XII); or



- (4) All claims arising out of the same ~~Sexual Molestation or Sexual Abuse bodily injury occurrence~~ sexual molestation or sexual abuse wrongful act or a series of ~~related Sexual Molestation or Sexual Abuse bodily injury occurrences~~ related sexual molestation or sexual abuse wrongful acts (Section XIII); or
- (5) All claims arising out of the same Chemical Spraying Activities Liability ~~occurrence~~ wrongful act or a series of related Chemical Spraying Activities Liability ~~occurrences~~ wrongful acts (Section XIV),

shall be treated as a single claim considered **first made** ~~against an insured~~ in writing to us by you during the **policy period** or any extended reporting period when the first of such claims is made. Only the affected coverage section's limits of indemnification as stated in the declarations page for that **policy period** apply to such single claim. Wrongful acts, wrongful employment practice acts, or sexual molestation or sexual abuse wrongful acts shall be deemed related if they have a common nexus with, or involve, a series of causally or logically related wrongful acts, wrongful employment practice acts or sexual molestation or sexual abuse wrongful acts.

- b. **Multiple Insuring Agreements – Single Claim.** If a single claim is covered under two or more Insuring Agreements within a coverage section of this policy, our claim payment shall be limited to the higher limit(s) of indemnification as shown in the declarations page, and its corresponding deductible, if any, for that coverage section. If the affected Insuring Agreements have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the Insuring Agreement of the coverage section **we** deem to provide primary coverage for the claim.
- c. **Multiple Coverage Sections – Single Claim.** If a single claim is covered under two or more coverage sections of this policy, our claim payment shall be limited to that coverage section with the higher limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of this policy. If the affected coverage sections have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the coverage section of this policy **we** deem to provide primary coverage for the claim.
- d. **Multiple Coverage Sections – Related Claims; Claims Made Coverage.** If:
  - (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy **we** issue, that provide claims made coverage; and
  - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
  - (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, occurrences, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

such related claims shall be treated as a single claim considered **first made** in writing to us by you during the **policy period** or during any extended reporting period when the first of such covered claim is made. Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy when the claim was considered **first made**.

- e. **Multiple Coverage Sections – Related Claims; Occurrence Coverage.** If:
  - (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, providing **occurrence**-based coverage; and
  - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
  - (3) Without regard to number of ICRMP **policy periods** over which the **occurrences** take place,

such related claims shall be treated as a single claim. The date of the first covered **occurrence** will determine the policy and its respective coverage section applicable to such single claim. Any claim payment(s) we make with respect to such single claim shall be limited to that policy's coverage section and its corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any.

f. **Multiple Coverage Sections – Related Claims; Claims Made / Occurrence Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, that individually provide claims made coverage or **occurrence**-based coverages; and
- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
- (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, **occurrences**, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

such related claims shall be treated as a single claim. The policy and its corresponding coverage section that shall apply to such single claim shall be determined by the earlier of:

- (4) The date the first covered act, error, omission, **occurrence**, event, **accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act** or other covered loss takes place with respect to claims made coverage, conditioned upon that date being on or after the retroactive date, if any, and before the end of the applicable **policy period**; or
- (5) The date the first covered **occurrence** takes place with respect to **occurrence**-based coverage;

Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy determined by subparagraphs (4.) and (5.) above.

18. **Notice of Member Contribution or Coverage Changes.**

- a. **We** will mail or have delivered to **you** through **your** independent agent, at the last known mailing address, written notice of the following for a subsequent year at least thirty (30) days prior to the expiration date of this policy:
  - (1) A total member contribution increase greater than ten percent (10%) which is the result of a comparable increase in member contribution rates.
  - (2) Changes in deductibles.
  - (3) Reductions in limits of indemnification.
  - (4) Reductions in coverage.
- b. If **we** fail to provide at least thirty (30) day notice, the policy previously provided to **you** shall remain in effect until thirty (30) days after such notice is given or until the effective date of a replacement policy or self-insurance obtained by **you**, whichever occurs first.
- c. For purposes of this provision, notice is considered given on the date of mailing of the notice to **you**. Proof of mailing of conditions of renewal to the last known mailing address of **you** shall be sufficient proof of notice.

19. **Other Insurance.**

- a. If **you** have other insurance (whether primary, excess, or contingent), against loss covered by this Insurance, **we** shall be liable, under the terms of this Insurance only as excess of other insurance,

collectable or not. Notwithstanding the foregoing, **you** may purchase insurance specifically in excess of this insurance. Such excess insurance shall not be considered "other insurance" for purposes of this condition.

- b. **We** will not be liable for any loss to the extent that **you** have collected such loss from others. Any other insurance that would have provided primary coverage in the absence of the policy will not be considered excess.
  - c. **You** are permitted to have other insurance for all, or any part, of any deductible in this policy. The existence of such other insurance will not prejudice recovery under this policy. If the limits of liability of such other insurance are greater than this policy's applicable deductible, this policy's insurance will apply only after such other insurance has been exhausted.
  - d. In the event this policy is deemed to contribute with other insurance, the limit of indemnification applicable at each **insured property**, for purposes of such contribution with other insurers, will be the latest amount described in this policy or the latest **insured property** value listed on **your** schedule of values.
20. **Policy Modification.** This policy contains all of the agreements between **you** and us concerning this insurance. **You** or **we** may request changes to this policy. This policy can only be changed by endorsements issued by **us** and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not:
- a. Create a waiver, or change any part of this policy; or
  - b. Prevent us from asserting any rights under the provisions of this policy.
21. **Reporting Property on Your Schedule of Values.** Coverage is conditioned upon information being entered into the online ICRMP e-Agent website.
22. **Salvage.** The salvage value of **your** damaged property may be credited against the amount **we** pay to replace **your** damaged property if **you** retain said property.
23. **Subrogation/Recovery/Right of Reimbursement.** If **we** make payment under this policy to **you** or on **your** behalf, and **you** or the person or entity for whom payment was made has a right to recover **damages**, **we** will be subrogated to that right. **You** must do whatever is necessary to enable **us** to exercise **our** rights and must do nothing to prejudice **our** rights. **We** may prosecute an action or pursue other lawful proceedings in **your** name for the recovery of these payments, and **you** must cooperate and assist **us** at **our** request. Any recovery from subrogation proceedings, less costs incurred by us in such proceedings, will be payable to you in the proportion that the amount of (1) any applicable deductible and/or (2) any provable uninsured loss, bears to the entire provable loss amount.
24. **Suit Against Us.** No **suit**, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following procedures are satisfied:
- a. As a condition precedent to filing **suit**, **you** have fully complied with all the provisions of this policy and the ICRMP Joint Powers Subscriber Agreement;
  - b. Any **suit** against **us** arising from a claim or loss must be filed within the State of Idaho allowable statute of limitations from the date we take our final action with respect to the claim or loss;
  - c. No one shall have any right to join **us** as a party or otherwise bring **us** into any action or **suit** against an **insured**.
25. **Terms of Policy to Conform to Statutes.** In the event any terms of this policy are determined to be in conflict with the statutes of the State of Idaho, they are hereby amended to conform to such statutes.

## SECTION IV - GENERAL EXCLUSIONS

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following exclusions are applicable to all sections of this policy. This policy does not cover in whole or in part, arising directly or indirectly out of, or resulting from any **personal injury, bodily injury, damages**, claim, **property damage**, damage to **insured property, wrongful act, wrongful employment practice act**, cost, expense, or any other type of loss, however characterized for:
1. **Aircraft.** This policy does not cover any claim resulting from or arising out of the ownership, maintenance, use, including loading or unloading, or entrustment to others of any **aircraft**, airfields, runways, or fueling stations related to aviation activities.
  2. **Asbestos, Dioxin or Polychlorinated Biphenyls.** This policy does not cover any claim caused by, resulting from, or contributed to by:
    - a. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, or polychlorinated biphenyls; or
    - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, or polychlorinated biphenyls; or
    - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. and b. above; or
    - d. Any obligation of the **named insured** to indemnify or contribute with any party in connection with parts a., b., or c. above.
  3. **Bids or Estimates.** This policy does not cover any claim arising out of estimates of probable costs, or cost estimates being exceeded, or for faulty preparation of bid specifications or plans.
  4. **Civil and Criminal Penalties.** This policy does not cover any claim resulting from any civil penalties, criminal penalties, fines, or obligations to pay for public services rendered where such obligation is imposed or provided for pursuant to any federal, state, or local law, statute, ordinance, or regulation, however characterized, except as expressly provided elsewhere, herein.
  5. **Claims by Members against Past or Present Public Officials.** This policy does not cover the interest of any past or present employee, elected official, or agent arising out of any claim for money **damages**, monetary reimbursement or specific performance brought against such employee, elected official or agent by the **named insured** by whom the public official, employee, elected official or agent was employed or retained. Also excluded are those claims brought by an elected official, or by one appointed to fill an elected position for a **named insured** against another official of the same **named insured**, or the **named insured** itself, arising out of a dispute or interpretation involving the relative governmental authority of the elected officials of the **named insured**.
  6. **Communicable Disease.** This policy does not cover any claim or suit arising out of the actual or alleged transmission of a **communicable disease**. This exclusion applies even if the claims against an **insured** allege negligence or other wrongdoing in the:
    - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
    - b. Testing for a **communicable disease**;
    - c. Failure to prevent the spread of the **communicable disease**; or
    - d. Failure to report the **communicable disease** to authorities.

7. **Communications. Personal injury or property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- d. Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

6-8. **Contractual Liability.** This policy does not cover a claim where the alleged harm for which compensation is sought derives from:

- a. The performance or nonperformance of terms of a contract, whether written, oral, or implied, or concerns the measure of payment related to contract performance, derives from fines, penalties or administrative sanctions imposed by a governmental agency, or is generated by intergovernmental determination, calculation, handling, or allocation of funds according to the law. The claims for which this policy provides defense and indemnification must arise out of conduct of a tortious nature or be premised upon allegations of unlawful violation of civil rights pursuant to state or federal law.
- b. The interests of the State of Idaho or the United States Government, or their officers, agents, employees, volunteers, officials, or trustees, for their conduct and activities arising out of or in any way related to any written, oral or implied contract or agreement with **you**, or otherwise. Each governmental entity shall be responsible for its own conduct and activities under any contract.

7-9. **Course and Scope.** This policy does not cover any claim resulting from an act or omission outside the course and scope of employment or any act performed with malice or criminal intent. This exclusion applies regardless of whether any **insured** is actually charged with, or convicted of, a crime.

8-10. **Cyber Liability.** This policy does not cover:

- a. Any claim, notification costs, credit monitoring expenses, forensic expenses, loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data and media; public relations expenses or any other loss; costs or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by losses related to computer-connected access to and/or computer disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information, except for that data that is required to be disclosed under the Idaho Public Records Act; or
- b. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to computer virus. For this exclusion, computer virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'; or
- c. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set; or
- d. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **insured** to conduct business; or

- e. The failure of any of the following, whether owned by you or others due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time:
  - (1) Data processing equipment, software, data, or media;
  - (2) Hardware or software-based computer operating systems;
  - (3) Microprocessors;
  - (4) Integrated circuits; or,
  - (5) Any other electronic equipment, computerized equipment, or similar devices;

~~9-11.~~ **Economic or Trade Sanctions.** This policy does not cover any claim and will not make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **us** to any penalty under any sanctions law or regulation.

**12. Earth Movement.** Any **bodily injury, personal injury or property damage** to others arising from subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other land or earth movement, including earthquake.

~~10-13.~~ **Eminent Domain.** This policy does not cover any claim arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, inverse condemnation, annexation, regulatory takings, land use regulation, or planning and zoning activities or proceedings, however any such matters may be characterized, whether such liability accrues directly against **you** or by virtue of any agreement entered into by or on **your** behalf.

~~11-14.~~ **Employee Benefits.** This policy does not cover any employee benefit related claim:

- a. Arising directly or indirectly out of the failure of any investment in or by any **employee benefit program** including but not limited to stocks, bonds, or mutual funds to perform as represented by an **insured** or by any party authorized by an **insured** to offer benefits to employees.
- b. Arising directly or indirectly out of the negligence, financial failure, or breach of contract by any health or employee benefit provider that the **named insured** contracts with to provide employee benefits.
- c. Based upon an **insured's** failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits.
- d. Arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
- e. For benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
- f. For errors in providing information on past performance of investment vehicles or advice given by an **insured** to participate or not to participate in or by any **employee benefit program**.
- g. Arising directly or indirectly out of insolvency, poor performance, misrepresentation, or any other wrongful conduct of any **employee benefit program** provider.
- h. Arising directly or indirectly out of ~~For which any **insured** is liable because of liability~~ **your** activities imposed on **you** under any of the following laws:

(1) ~~The a fiduciary by the~~ Employee Retirement Income Security Act of 1974, ~~as now or hereafter amended, or by any~~ (ERISA) including any subsequent amendments or any -similar federal, state, or local laws or regulation; or

(2) The Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utilities Holding Act of 1935, the Pool Indenture Act of 1939, the Investment Company Act of 1940, or any State Blue Sky Laws; or

(4)(3) The Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers' Compensation Act.-

**15. Employee Defendants in Criminal Actions.** This policy does not cover any obligation of a ***named insured*** to make payments pursuant to Idaho Code § 6-610A, which provides for the payment of defense costs on behalf of certain employees of governmental entities who are named as defendants in a criminal action.

~~12-16.~~ **Fungi.** This policy does not cover any claim caused by, arising out of, contributed to or resulting from or produced by:

- a. Any fungus(i) or spore(s);
- b. Any solid, liquid, vapor or gas produced by or arising out of any fungus(i) or spore(s);
- c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
- d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(i) or spore(s);
- e. The actual or threatened abatement, mitigation, removal or disposal of fungus(i) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
- f. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with subparagraphs a. through e. above; or
- g. Any obligation to indemnify or contribute with any party in connection with subparagraphs a. through f. above. For this exclusion fungus(i) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(i).

~~13-17.~~ **Hostile or Warlike.** This policy does not cover any claim for:

- a. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any:
  - (1) Government or sovereign power (de jure or de facto);
  - (2) Military, naval or air force; or
  - (3) Agent or authority of any party specified in (1) or (2) above.
- b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
- c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an event.
- d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- e. Risks of contraband, or illegal transportation or trade.

~~14-18.~~ **Limits on Defense of Claims or Suit.** Notwithstanding any other provision of this policy, **we** will have no duty to investigate or defend any claim, **suit**, dispute, disagreement, or other proceeding seeking relief or redress in any form other than money **damages**, including but not limited to costs, fees, fines, penalties or expenses which any **insured** may become obligated to pay as a result of a consent decree, settlement, adverse judgment for declaratory relief or injunctive relief. Such denial of investigation or defense includes, but shall not be limited to any claim, **suit**, dispute, disagreement, or other proceeding:

- a. By or on behalf of any **named insured**, whether directly or derivatively, against:
  - (1) Any other **named insured**; or
  - (2) Any other federal, state or local governmental entity or political subdivision.
- b. By the spouse, domestic partner, child, parent, brother, or sister of any **insured** for consequential injury as a result of any injury to an **insured**; or
- c. Involving any intergovernmental agreement where any **named insured** is a party to the agreement(s); or
- d. Unless specifically stated in the applicable coverage section, no coverage exists where there is no demand for **damages**.

19. **Incidental Medical Liability.** This policy does not cover any claim arising out of the rendering of or failure to render the following professional health care services:

- a. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. Any professional medical service by a physician, except supervisory physicians as defined by Idaho Code § 6-902A (2) (b), and only when performing those duties as outlined in Idaho Code § 6-902A (2) (a).; or
- c. Any professional medical service by a physician's assistant, nurse practitioner or nurse; or
- d. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

20. **Intentional Acts.** This policy does not cover any claim resulting from an act or omission intended or expected or deliberated on from the standpoint of any **insured** to cause **personal injury, bodily injury** or **property damage** to others or damage to **insured property**. This exclusion applies even if the **personal injury, bodily injury** or **property damage** is of a different kind or degree, or is sustained by a different person or property, than that intended or expected or deliberated on. This exclusion shall not apply to a claim resulting from the use of reasonable force to protect persons or property, or in the performance of a duty of the **insured**.

21. **Intergovernmental Claims.** This policy does not cover any claim alleging loss or damage arising or in any way related to a dispute or disagreement between an ICRMP member and another governmental entity, including another political subdivision, a state or the government of the United States involving any of the following:

- a. Claims of loss or damage between an ICRMP member and another governmental entity wherein there has been no **accident** or allegation of actual **bodily injury** or **property damage**.
- b. The respective authority of public agencies to use governmental powers, irrespective of the style or nature of such claim.
- c. The respective duty of public agencies to use governmental powers, irrespective of the style or nature of such claim.



- d. Intergovernmental disputes or disagreements concerning the exercise of powers or acceptance or assignment of duties by governmental entities to carry out public activities whether **damages** are claimed as a result of such dispute or disagreement, or not.
  - e. Claims in any way related to allocation of financial responsibilities between or among public agencies.
22. **Investigatory, Disciplinary or Criminal Proceedings.** This policy does not cover any claim arising from any investigatory, disciplinary, or criminal proceeding against an **insured**, except that **we** may at **our** own option, associate counsel in the defense of any such investigatory, administrative, or disciplinary proceeding. Should **we** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **we** may have pursuant to the terms, conditions, exclusions, and limitations of this policy.
23. **Lead.** This policy does not cover any claim caused by or contributed to by lead as described in parts a. through d. below:
- a. **Bodily injury, property damage or personal injury** arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
  - b. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
  - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. or b. of this subsection above; or
  - d. Any obligation to share **damages** with or repay someone else who must pay **damages** in connection with parts a., b. or c. of this subsection.
24. **Miscalculation or Legality of Assessments.** This policy does not cover any claim involving miscalculation or legality of assessments, adjustments, disbursements, fees, licenses or the collection of taxes, fines, or penalties, including those imposed under the Internal Revenue Code or any state or local law, however described.
25. **Nuclear, Chemical and Biological Incident.** This policy does not cover a claim, loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence to the loss from:
- a. Nuclear detonation, reaction, radiation, radioactive contamination or hazardous properties of nuclear material of any type, however caused or characterized, including any loss or damage by fire resulting therefrom;
  - b. The dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, whether controlled or uncontrolled, or due to any act or condition incidental to any of the foregoing, whether such loss be proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured against by this policy, however such dispersal, application, release or exposure may have been caused.
26. **Opinion, Treatment, Consultation or Service.** This policy does not cover any claim based upon or attributable to the rendering or failure to render any opinion, treatment, consultation, or service, if such opinion, treatment, consultation, or service was rendered or failed to have been rendered while any **insured** was engaged in any activity for which they received compensation from any source other than as a public entity or an employee of a public entity.
27. **Pollution.** This is an absolute pollution exclusion. It is the intention of **you** and **us** that there is absolutely no coverage arising out of or relating to **pollutants**, however characterized, or defined. This policy does not cover any injury, loss, damage, costs, fines, penalties, or expenses of any kind directly or indirectly arising out of the actual, alleged, or threatened existence, discharge, dispersal, release or escape of **pollutants** or negligence in any way related thereto:

- a. At or from **premises** ~~you~~any insured ~~is~~ now, or in the past, has owned, rented, or occupied, including but not limited to **premises** that ~~you~~any insured has operated or managed as an involuntary possessor; or
  - b. At or from any site or location used by or for ~~you~~any insured or others for the handling, storage, disposal, processing, or treatment of waste at any time; or
  - c. That at any time involves the transportation, handling, storage, treatment, disposal, or processing by or for ~~you~~any insured or any person or organization for whom ~~you~~any insured may be legally responsible:
    - (1) At or from any site or location on which ~~you~~any insured or any contractors or subcontractors working directly or indirectly on ~~your~~any insureds behalf are performing operations; or
    - (2) If the **pollutants** are brought on or to the site or location in connection with such operations; or
    - (3) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**;
  - d. Whether caused or alleged to have been caused by ~~the named~~any insured or any other person, entity or third-party, however characterized; or
  - e. Arising out of any direction, request or order of any governmental agency, court of law, or other authority, that ~~you~~any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**, including any and all costs or attorney's fees associated therewith; or
  - f. Arising out of the failure of the ~~named insured~~any insured to prevent or regulate **pollutants** generated or caused by any other person, entity, or third-party, however characterized; and
  - g. This exclusion shall not apply to tear gas or mace as applied by law enforcement personnel within the course and scope of their duties.
28. **Professional Board.** This policy does not cover any claim for any **insured** arising out of the rendering of or failure to render services as a member of a formal accreditation or similar board or committee of an **insured**, or as a person charged with the duty of executing directives of any such board or committee or officer or director, or other official of any organization, other than the **named insured**. This exclusion does not apply if an **insured** is serving at the direction of or on behalf of the **named insured** and is acting within the course and scope of their duties as such.
29. **Punitive Damages.** This policy does not cover any claim for exemplary or punitive **damages**, however characterized.
30. **Silica.** This policy does not cover any claim caused by or contributed to by silica as described in paragraphs a. and b. below:
- a. **Bodily injury, property damage, or personal injury** arising out of, resulting from, caused by, or contributed to by silica, exposure to silica or the use of silica, except for road or pedestrian way maintenance applications or operations;
  - b. Any **damages**, loss, cost, or expense arising out of any:
    - (1) claim or **suit** by or on behalf of any governmental authority or any other alleged responsible party because of, or request, demand, order or statutory or regulatory requirement that any **insured** or any other person or entity should be, or should be responsible for:
      - (i) Assessing the presence, absence, amount or effects of silica;
      - (ii) Identifying, sampling, or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or

- (iii) Responding to silica in any way other;
- (2) supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with any of the paragraphs a. or b. above; or
- (3) obligation to share **damages** with or repay someone else in connection with any of the provisions of paragraphs a. or b. above.

31. **Third Party Rights.** This policy is solely between **us** and **you**. Nothing in this policy shall in any manner create any obligations or establish any rights of action against **us** in favor of any third parties, or persons not parties to this policy, including but not limited to claimants against **you** or **us**.

34-32. **Terrorism.** This policy does not cover any claim loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any action taken in controlling, preventing, or suppressing **terrorism** whether controlled or uncontrolled, proximate, or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**, whether followed by fire or other perils, and whether certified as **terrorism** or not by the United States government.

32-33. **Wages.** This policy does not cover any claim for back wages or legal penalties to which an employee is lawfully entitled for work performed, including any claim for wages, **damages**, liquidated damages or any other form of compensation, however characterized, pursuant to, or derived in any way, from an employer's responsibility to comply with the Fair Labor Standards Act or other state or federal statute directing the manner or amount of payment of compensation to employees.

33-34. **Watercraft.** This policy does not cover any claim involving the ownership, maintenance, or use, including loading, and unloading, or entrustment to others of any watercraft over fifty (50) feet in length.

34-35. **Workers' Compensation and Other Benefits Laws.** This policy does not cover any obligation for which **you** may be held liable under any workers' compensation, unemployment compensation, disability benefits, or employer's liability law, or under any similar federal, state, or local law, ordinance, rule, or regulation, however characterized, as well as any claim or **suit** by a spouse, domestic partner, child, parent, or sibling of an **insured** as a consequence of **personal injury** to an **insured**.

## SECTION V – PROPERTY INSURANCE

### A. Property Insurance Provided

The following insurance provided is applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below insurance provided is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section. These coverages as stated and sublimited below are subject to the applicable overall limit of indemnification within section V which is \$200,000,000 per **occurrence** and this limit is for all property coverages and all limits of indemnification combined with all public entity members collectively. This section covers property, as described herein, against all risks of direct physical loss of or direct physical damage to, except as excluded.

1. **Buildings, Structures and Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage, including **terrorism, earth movement** and **flood**, to **your insured property** provided such loss or damage occurs during the **policy period** specified in the declaration pages.

a. **Additional Coverages.** This section includes various additional coverages for physical loss or damage. These additional coverages below will only apply after coverage is afforded under the insurance provided for buildings, structures, and property. The sublimits stated below are a part of, and not in addition to, and do not increase the overall combined policy limits of indemnification of all public entity members collectively as stated above. Also, each -the below- sublimited below is the maximum amount potentially recoverable for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril. Each sublimited additional coverages below are-is subject to all policy provisions and this section's provisions, including applicable exclusions and deductibles, and apply on a per **occurrence** basis, unless otherwise stated. The additional coverages are as follows:

(1) **Claim Preparation Fees and Expenses.** This additional coverage provides for the actual costs **you** incur for reasonable fees payable to **your** accountants, architects, auditors, engineers, or other professionals for producing and certifying any particulars or details contained in **your** books or documents, or such other proofs, information or evidence required by us resulting from an insured loss payable under this section for which **we** have accepted coverage. Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them. Claim preparation fees and expenses are limited to a maximum of \$100,000 per **occurrence**.

(2) **Debris Removal.** This additional coverage provides for the reasonable and necessary costs incurred to remove debris from **your insured property** that remains as a direct result of physical loss or damage resulting from an insured loss payable under this section for which **we** have accepted coverage. This additional coverage does not cover the costs of removal of contaminated uninsured property or the contaminant in or on uninsured property whether or not the contamination results from insured physical loss or damage. Contamination includes, but is not limited to, the presence of a **pollutant** or hazardous material. Debris removal expenses are limited to \$2,500,000 or 25% of the loss, whichever is the lesser/greater, per **occurrence**.

(3) **Increased Cost of Construction.** This additional coverage provides for the reasonable and necessary costs incurred, described below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, resulting from an insured loss payable under this section for which **we** have accepted coverage provided. Increased cost of construction expenses is limited to a maximum of \$10,000,000 per **occurrence**. The specifics to this additional coverage are detailed as follows:

- a. Such law or ordinance is in force on the date of insured physical loss or damage; and
- b. Its enforcement is a direct result of such insured physical loss or damage; and

- c. This additional coverage does not cover any loss due to any law or ordinance with which **you** should have complied before the loss.
  - d. This additional coverage provides for the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance and the cost to:
    - (1) Demolish the physically undamaged portion of such property insured; and
    - (2) Rebuild it with materials and in a manner to satisfy such law or ordinance to the extent that such costs result when the total demolition of the physically damaged **insured property** is required to satisfy such law or ordinance.
  - e. This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of a **pollutant** or hazardous material.
  - f. The maximum liability for this additional coverage at each **insured property** in any occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured plus the lesser of:
    - (1) The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
    - (2) The cost of rebuilding on the same site.
- (4) **Fire Brigade Charges and Extinguishing Expenses.** This additional coverage provides for expenses resulting from a covered loss from fire brigade charges and any extinguishing expenses which you incur, and loss and disposal of fire extinguishing materials expended resulting from an insured loss payable under this section for which **we** have accepted coverage. These expenses are sublimited to \$25,000 per occurrence.
- (5) **Operational Disruption Expense.** This additional coverage provides for **operational disruption expenses** resulting from damage to **insured property** arising out of a covered loss under this section during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for all expenses related **to operational disruption expense** is \$5,000,000 per covered occurrence and includes all sublimits as listed below. The following sublimits apply:
- a. The maximum amount we will pay is \$250,000 for **operational disruption expenses** for any one occurrence or in the aggregate for multiple occurrences for damages involving actual interruption of the use of **your computer system** when caused by a covered loss, provided that the disruption is directly caused by damage to **your computer system**.
  - b. The maximum amount we will pay is \$500,000 for expediting expenses to cover the reasonable and necessary costs you incur to pay for the temporary repair of insured damage to **your insured property** and to expedite the permanent repair or replacement of such damaged property. This additional coverage does not cover costs recoverable elsewhere in this section or of permanent repair or replacement of damaged property.
  - c. The maximum amount we will pay is \$1,000,000 for leasehold interest loss and is subject to the following:
    - (1) If the lease agreement requires continuation of rent; and if the property is wholly untenable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenable or unusable, the proportion of the rent payable for the unexpired term of the lease.
    - (2) If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law; the **lease interest** for the first three months following the loss; and the **net lease interest** for the remaining unexpired term of the lease.

- (3) The leasehold interest does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from **you** exercising an option to cancel the lease; or from **your** act or omission that constitutes a default under the lease.
  - (4) In addition, there is no coverage for **your** loss of leasehold interest directly resulting from damage to contents or personal property.
- d. The maximum amount we will pay is \$2,000,000 for extra expense loss and is for the reasonable and necessary extra costs incurred by **you** of the following during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage and is outlined below:
- (1) Extra expenses to temporarily continue as nearly as **normal** as practicable the conduct of **your** operation and extra costs of temporarily using property or **your** facilities or others;
  - (2) Less any value remaining at the end of the **period of restoration** for property obtained in connection with the above.
- e. Extra expense does not cover:
- (1) Any loss of income.
  - (2) Costs that normally would have been incurred in conducting the operation during the same period had no physical loss or damage occurred.
  - (3) Cost of permanent repair or replacement of property that has been damaged or destroyed.
  - (4) Any expense recoverable elsewhere in this section.
- (6) **Property in the Course of Construction.** This additional coverage provides for projects in the course of construction up to a per occurrence limit of \$5,000,000 for each structure as listed per the **schedule of values** resulting from an insured loss payable under this section for which **we** have accepted coverage. This includes the necessary **soft costs**.
- (7) **Protection and Preservation of Property.** This additional coverage provides for reasonable and necessary costs incurred for actions to temporarily protect or preserve **insured property**, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. For this condition, reasonable and necessary includes, but is not limited to:
- a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing the **insured property**;
  - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
  - c. Costs incurred for the water used for fighting a fire in, on or exposing the **insured property**.
  - d. This additional coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.
- (8) **Valuable Papers and Records, and Electronic Data and Media.** This additional coverage provides for physical loss or damage to **valuable papers and records** and **electronic data and media** following physical damage or damage to **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for any one **occurrence** or in the aggregate for multiple **occurrences** is \$250,000 to restore data lost by **you** for an actual interruption of the use of **your computer system** when caused by a covered loss. The maximum amount **we** will pay for all other losses to **valuable papers and records** that are not electronic data or media is \$1,000,000 for any one **occurrence**. This additional coverage excludes loss or damage to property described below:

- a. Currency, money or securities;
  - b. Property held as samples or for sale for delivery after sale;
  - c. Errors or omissions in processing, programming, or copying unless physical damage not excluded by this policy results, in which event, this coverage will insure only such resulting damage.
2. **Mobile Equipment and Vehicle Physical Damage.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** to any **vehicle or mobile equipment** owned by **you**, or any **vehicle or mobile equipment** for which **you** have an obligation to provide adequate insurance because of an ownership or possessory interest, provided such loss or damage occurs during the **policy period** specified in the declaration pages.
  3. **Landscaping Items.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **your** outdoor trees, shrubs, plants or harvested crops. The most **we** will pay in any one **occurrence** is \$25,000.
  4. **Property of Employees or Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for damage to **your** employee or volunteer-owned personal property located within **insured property** up to a per **occurrence** limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
  5. **Vehicles or Mobile Equipment Owned by Employees or Authorized Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized volunteer on official business of the **named insured** up to a per occurrence limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
  6. **Search and Rescue.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized volunteer when engaged in search and rescue activities when actively participating in search and rescue mobilizations initiated by the Sheriff and is intended to provide primary insurance for that endeavor.
  7. **Property in Transit.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property**, while being transported by **you**, up to a per **occurrence** and/or in the aggregate limit of \$1,000,000 per **policy period**.
  8. **Unmanned Aircraft System.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$50,000 per **occurrence** for physical damage to unmanned aircraft (drones) weighing less than 55 pounds, flying at or below 400 feet above ground level, and incapable of travelling more than 100 miles per hour.
  9. **Inadvertently Omitted Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$2,500,000 of the repair or **functional replacement cost**, whichever is less, for property **you** inadvertently omit from **your schedule of values**.
  10. **Newly Acquired Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property** rented, leased, purchased, or newly constructed by **you** after the inception date of this policy, but prior to the expiration date. All newly acquired property shall be reported to **us** via the **schedule**

**of values** within one hundred twenty (120) days from the date of acquisition in order for coverage to continue and shall be limited to \$10,000,000

## **B. Definitions Applicable to Property Insurance Provided**

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Actual Cash Value**" means the amount it would cost to repair or replace **insured property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
2. "**Computer System**" means a system of computer hardware, software, and associated electronic devices that **you** operate or own.
3. "**Earthquake**" means a shaking or trembling of the earth that is tectonic or seismic in origin.
4. "**Earth Movement**" means any natural or man-made earth movement, including but not limited to **earthquake**, landslides, subsidence, or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion, or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this section. All **earth movement** within a continuous 168-hour period will be considered a single **earth movement**; the beginning of such period shall be determined by **you**.
5. "**Electronic Data and Media**" means all forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.
6. "**Fine Arts**" means manuscripts; paintings; etchings; pictures; murals; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding **vehicles**, coins, stamps, precious metals, watercraft, **aircraft**, money, or securities.
7. "**Flood**" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - a. Flood, or rising waters, waves, tide, or tidal water;
  - b. The unusual and rapid accumulation or runoff of surface water from any source; or,
  - c. Mudslide or mud flow caused by accumulation of water on or under the ground; the overflow of inland or tidal waters outside the **normal** watercourse or natural boundaries;
  - d. The release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.
  - e. However, physical damage by fire, explosion or sprinkler leakage resulting from **flood** is not considered to be loss by **flood** within the terms and conditions of this section. All flooding within a continuous 168-hour period will be considered a single **flood**; the beginning of such period shall be determined by **you**.
8. "**Flood Insurance Rate Map**" means the official map of a community on which the administrator has designated the special hazards area applicable to the community.
9. "**Functional Replacement Cost**" means the cost of replacing damaged **insured property** with similar property that will perform the same function but may not be identical to the damaged **insured property**.
10. "**Lease Interest**" means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of **your** lease.
11. "**Net Lease Interest**" means that sum which placed at 3% interest rate compounded annually would equal the **lease interest** (less any amounts otherwise payable).



12. **“Occurrence”** means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, snow or ice storm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing a loss, **you** may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the **insured property** occurs.
13. **“Operational Disruption Expense”** means costs incurred by the **named insured** in order to continue as nearly as practicable the **normal** operation of **your** public entity immediately following a covered loss. This includes the loss of any income, net of expenses, incurred during the **period of restoration** of the operation of the public entity.
14. **“Period of Restoration”** means that period of time that begins with the date of the direct physical loss of or direct physical damage to **insured property** and ends with the date when such part of the **insured property** as has been lost or damaged could, with the exercise of **your** due diligence or dispatch, be rebuilt, or replaced.
15. **“Replacement Cost”** means the cost to repair, rebuild, or replace with new materials of like kind, size, and quality, without deduction for depreciation.
16. **“Schedule of Values”** means those records describing **insured property** as entered into the ICRMP database by **you** or **your** independent insurance agent and kept on file with **us**.
17. **“Soft Costs”** means:
  - a. **Interest expense**;
  - b. General overhead-developer expenses and additional real estate taxes;
  - c. Legal or professional fees;
  - d. Marketing expenses and advertising expenses;
  - e. Debt service payments and insurance premiums;
  - f. Refinancing charges and bond interest;
  - g. Founders fees and miscellaneous operating expenses.
18. **“Special Flood Hazard Area”** means the areas of **flood insurance rate map** which are identified as Zones A, AO, AH, AI — A30, AE, A99, AR, AR/A, AR/AE, AR/A1 — A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as **special flood hazard areas** as specified above, only those **flood insurance rate maps** which were in effect at the time of the **flood** loss shall apply.
19. **“Vacant Property”** means a building is vacant ~~or unoccupied~~ if less than 10% of the total square footage is owned, rented or leased by **you** and ~~used by you to conduct~~ contains inadequate contents to perform customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered **vacant**.
20. **“Valuable Papers and Records”** means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, but not including the monetary value of monies and/or securities

### **C. Specific Conditions Applicable to Property Insurance Provided**

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Appraisal.** The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered.
  - a. If **you** and **we** fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser. Each will notify the other of the appraiser selected within thirty (30) days of such demand. The two appraisers shall first select a competent, disinterested umpire. If the two appraisers fail to agree upon an umpire within thirty (30) days, **you** and **we** shall jointly move to have an umpire selected by a district judge in the State of Idaho to select an umpire. The appraisers shall then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of loss and the amount of loss, for each item of physical loss or damage. If the appraisers fail to agree within fourteen (14) days, they shall submit their differences to the umpire.
  - b. The umpire shall review the appraisals prepared by the appraisers selected by **you** and **us** and shall inspect the property prior to preparing the appraisal. The appraisers for **you** and **us** shall be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire shall identify each item of physical loss or damage and shall appraise the amount of loss for each item. The umpire's appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the coverage document and may be reduced by the application of a deductible called for by this policy.
  - c. **You** and **we** will each:
    - (1) Pay its chosen appraiser; and
    - (2) Bear equally the other expense of the appraisal and umpire.
    - (3) A demand for appraisal shall not relieve **you** of **your** continuing obligation to comply with the terms and conditions of this policy. **We** will not be held to have waived any of its right by any act relating to appraisal.
2. **Consequential Reduction in Value.** This section covers the reduction in value of insured merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage insured by this section to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, **you** will surrender the undamaged parts of such merchandise to **us**.
3. **Deductibles.** In each case of loss covered by this section, **we** will only be liable if **you** sustain a loss in a single occurrence greater than the underlying limit or the applicable deductible listed on the declarations page and only for its share of that greater amount.
  - a. Flood Type 1: As respects buildings or structures wholly or partially situated in a **special flood hazard area** the following deductibles shall apply separately for loss from the peril of **flood**, as covered and defined under the National Flood Insurance Program:
    - (1) For all coverages insured against under this section, if **you** purchase coverage from the National Flood Insurance Program, the deductible shall be the greater of the amount recoverable from the National Flood Insurance Program or the **actual cash value**, not to exceed \$500,000. This deductible shall apply for each building or each structure for real property, and for contents at each building or each structure.
    - (2) For all coverages insured against under this section, if **you** do not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be \$ 500,000 at each building or each structure for real property, \$500,000 for contents at each building or each structure, and \$500,000 each for any other **insured property**.
    - (3) If the community is participating in the Emergency Program under the National Flood Insurance Program, \$500,000 as noted within this condition: Deductibles, a. (1) above is replaced with \$100,000. If the

property is eligible for coverage in the Emergency Program, \$500,000 as noted within this condition, Deductible a. (2) is replaced with \$100,000.

(4) However, these deductibles shall not apply to **insured property** located outside of an area designated as a **special flood hazard area** nor to ensuing physical loss, or damage or destruction not otherwise excluded herein. Further, the deductibles described under this condition, a., paragraphs (1), (2), and (3) above shall apply individually.

b. Flood Type 2: For all other **flood** losses, the deductible shall be as stated on the declarations pages at the beginning of this policy.

c. As respects losses from other covered losses, a deductible per occurrence for all **insured property** shall be as stated on the declarations pages at the beginning of this policy.

4. Earthquake. The sublimit for **earthquake**, as listed on the declarations page, is the maximum amount potentially recoverable for all public entity combined insured loss, damage, expense, or time element or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, the **earthquake** sublimit.

5. Flood. The sublimit for **flood**, as listed on the declarations page, is the maximum amount potentially recoverable for all public entity combined insured loss, damage, expense, or time element or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, the **flood** sublimit. Further, if **flood** occurs in conjunction with **earthquake**, the **flood** sublimit applies within and erodes the sublimit for that **earthquake** or **earth movement**.

6. Schedule of Values. Except for **vehicles**, buildings, other outdoor structures, and a summary accounting of all items included as contents within a building, other **insured property** need not be identified in the **schedule of values** if the value of the individual item is less than \$100,000. It is **your** responsibility, working with **your** independent insurance agent or reporting directly to **us** via the **schedule of values**, to make sure all **insured property** valued over \$100,000 is listed on **your schedule of values**. Further, items **you** list on the **schedule of values**, but excluded by the language within this policy, are not covered.

4.7. Valuation of Loss. Adjustment of the physical damage loss amount under this section will be computed as of the date of loss at the insured property, and for no more than your interest in the insured property, subject to the applicable sublimits either stated in the below text or on the declaration pages:

a. On **mobile equipment**, watercraft, **unmanned aircraft systems**, and **vehicles**:

(1) The cost to repair or replace the property with new **mobile equipment**, watercraft, **unmanned aircraft systems**, or **vehicles** of like kind and quality at the time of the loss, if less than or equal to two years from December 31 of the model year.

(2) The lesser of the **actual cash value** at the time of the loss or the cost to repair if greater than two years from December 31 of the model year.

(3) If not repaired or replaced, the **actual cash value**.

b. Stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.

c. Property in transit:

(1) Property shipped to or on **your** account will be valued at **your** actual invoice. Included in the value are accrued costs and charges legally due. Charges may include **your** commission as selling agent.

(2) Property **you** sold and shipped to or for the purchaser's account will be valued at **your** selling invoice amount. Prepaid or advanced freight costs are included.

- (3) Property not under invoice will be valued at the actual cash market value at the description point on the date of **occurrence** less any charges saved which would have become due and payable upon arrival at destination.
- d. Finished goods manufactured by **you**, the regular cash-selling price at the **insured property** where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
- e. Raw materials, supplies and other merchandise not manufactured by **you**:
- (1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property, or
- (2) If not repaired or replaced, the **actual cash value**.
- f. **Fine arts** articles, the lesser of and not to exceed \$1,000,000 per occurrence only if the item cannot be replaced with other like kind and quality:
- (1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
- (2) Cost to replace the article; or
- (3) Current market value at time of loss.
- (4) In the event a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, **we** will be liable for the lesser of the full value of such pair or set or the amount designated on the **schedule of values**, not to exceed our sublimit as stated above or in the declarations pages. **You** agree to surrender the pair or set to **us**.
- g. **Valuable Papers and Records**, and **Electronic Data and Media**.
- (1) On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:
- (i) The cost to repair, replace or restore data, programs or software including the costs to recreate research and engineer;
- (ii) If not repaired, replaced, or restored within two years from the date of loss, the blank value of the media.
- (2) On all other **Valuable Papers and Records**, and **Electronic Data and Media**, the lesser of the following:
- (i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
- (ii) The cost to replace the item.
- h. **Vacant Property**:
- (1) if the building or leased **premises** has been **vacant** for a period of more than ninety (90) consecutive days before the loss or damage occurs, **we** will not pay for any loss or damage caused by any of the following:
- (i) Vandalism
- (ii) Sprinkler leakage

(iii) Building glass breakage

(iv) Water damage

(v) Theft, or attempted theft

(2) With respect to direct physical loss or damage, other than from caused listed above, and not otherwise excluded by this policy, **we** will reduce the amount **we** would otherwise pay for the loss or damage by 15%.

i. On all other **insured property**, wherein the value is \$1,000,000 or greater, as stated on the **schedule of values you have on file with us**, the loss amount will not exceed the lesser of the following:

(1) The cost to repair;

(2) The cost to rebuild or replace on the same site with new materials that are like size, kind and quality;

(3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;

(4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;

(5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.

(6) The increased cost of demolition, if any, resulting from loss covered by this section, if such property is scheduled for demolition;

(7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at **your** expense; or

(8) The **actual cash value** if such property is:

(i) Useless to **you**; or

(ii) Not repaired, replaced, or rebuilt on the same or another site within two years from the date of loss.

(9) **You** may elect not to repair or replace **insured property** lost, damaged, or destroyed. Loss settlement may be elected on the lesser of repair or **replacement cost** basis if the proceeds of such loss settlement are expended on other capital expenditures related to **your** operations within two years from the date of loss. As a condition of collecting on this item, such expenditure must be unplanned as of the date of loss and be made at an **insured property** under this section. This item does not extend to Demolition and Increased Cost of Construction.

j. On all other **insured property**, wherein the value is less than \$1,000,000 as listed on the schedule of values the loss amount will not exceed the lesser of the provisions in i., above and in no event will the loss costs exceed 125% of the value listed on the **schedule of values you keep on file with us**.

**5-8. Vehicles and Mobile Equipment that are Leased or Rented.** **Vehicles** and **mobile equipment** that are leased or rented to an **insured**, for less than ninety (90) days, and used for official business, are covered under this section, and are not required to be listed on the **schedule of values**.

#### **D. Exclusions Applicable to Property Insurance Provided**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Regard to all property, we do not cover loss or damage under the Property Insurance Provided of this section resulting directly or indirectly by or resulting from any of the following regardless of any other cause or event, whether or not insured by this section, contributing concurrently or in any other sequence to the loss:**

- a. Loss or damage more specifically covered under any other section of this policy.
- b. Moths, animals (other than collision with animals), vermin, termites, crickets, or other insects.
- c. Inherent vice, latent defect, wear, tear or deterioration, depletion, whether sudden or gradual.
- d. Contamination, corrosion, erosion, rust, wet or dry rot, mold, dampness of atmosphere or variations of temperature.
- e. Accumulated effects of smog, smoke, vapor, liquid, or dust.
- f. Loss of use, delay or loss of markets or opportunity.
- g. Breakdown or derangement of any machinery or equipment, unless an insured peril ensues, and then only for the actual loss or damage caused by such ensuing peril.
- h. Electrical appliances, devices, fixtures, or wiring caused by artificially generated electrical current, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion.
- i. Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss.
- j. Any fraudulent, dishonest, or criminal act, but not limited to theft, committed alone or in collusion with others at any time by any **insured**:
  - (1) Including theft of cash, securities, or other negotiable instruments, however described; or
  - (2) By any employee, proprietor, partner, director, trustee, or officer of any business or entity **you** engage to do anything in connection with **insured property**; or
  - (3) Acts of direct insured physical damage intentionally caused by **your** employees, elected, or appointed officials, volunteers or any individual specified in (2) above, and done without **your** knowledge. In no event, does this section cover loss by theft by any individual specified above.
- k. Indirect or remote loss or damage.
- l. Loss or damage or deterioration arising from any delay.
- m. Interruption of business; except to the extent provided by this section.
- n. Physical damage to **insured property** caused by water due to the intentional cessation of a building's heat source.
- ~~m-o.~~ Lack of the following services when caused by an occurrence off the **insured property** and only if the lack of such a service directly causes physical damage insured by this section on the **insured property**, then only that resulting damage is insured:
  - (1) Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;

(2) incoming or outgoing sewerage;

~~f-d.~~ incoming or outgoing telecommunications;

2. **With Regard to Buildings and Structures, we do not cover losses under the Property Insurance Provided of this section resulting directly or indirectly from:**

- a. Settling, cracking, bulging, shrinking or expansion of any paved surfaces, foundations (including any pedestal, pad, platform, or other property supporting machinery), walls, pavements, floors, ceilings, or roofs, except if damage is caused by a covered **accident**, or if damage to **insured property** is caused by **earth movement** or **flood**.
- b. Extremes or changes of temperature (except to machinery or equipment) or changes in relative humidity, regardless of whether or not atmospheric, except if damage to **insured property** is caused by **earth movement** or **flood**.
- c. Any increase of loss due to interference with rebuilding, repairing, or replacing a building, or with the resumption or continuation of business.
- d. Any increase of loss due to the suspension, lapse or cancellation of any lease, license, contract, or order.
- e. Loss or damage to **insured property** caused by or resulting from errors in design or testing of that **insured property**, except resultant physical loss or damage to other **insured property** insured by this section.
- f. Faulty workmanship, material or construction, or design from any cause, except resultant physical loss or damage to other **insured property** insured by this section and not excluded elsewhere.

g. Physical damage to **insured property** caused by groundwater unrelated to **flood**.

~~g-h.~~ Loss from enforcement of any law or ordinance:

- (1) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
- (2) Requiring the demolition of any property, including the cost in removing its debris; or
- (3) except as granted by the property insurance provided for Debris Removal and Increased Cost of Construction additional coverage.

3. **With Regard to Property in Course of Construction, we do not cover losses under the Property Insurance Provided of this Section resulting directly or indirectly from:**

- a. Penalties for non-completion of, or delay in, completion of contract or non-compliance with contract conditions, nor for loss of use of occupancy, however caused.

4. **With Regard to specific types of property, we do not cover physical loss or physical damage to the following property:**

- a. All animals and birds, except **your** service animals. For **your** service animals, **our** liability for such loss shall not exceed \$25,000 per **occurrence**, for injury, sickness, or death.
- b. Land, water, standing timber or any other substance in or on land.
- c. **Aircraft**, spacecraft, or satellites.
- d. Retaining walls not constituting part of a building when loss is caused by ice or water pressure.
- e. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern or mining property located below the surface of the ground.

- f. Any property undergoing insulation breakdown tests.
- g. Currency, money, precious metal in bullion form, notes, or securities.
- h. Jewelry, furs, precious metals, or precious stones.
- i. Dams, including earthen dams, levies, canals, reservoirs, ditches, or retaining ponds.
- j. All liners, or membranes, however characterized, with the intent and design to separate, retain or hold water, sewage, trash, dirt, debris, or any other material.
- k. Roadways, highways, streets, bridges, tunnels, guardrails, pavements, parking lots, curbs, culverts, sidewalks, pathways, pedestrian walkways, or other transportation conveyance infrastructure, however characterized.
- l. Underground pipes or underground wiring.
- m. Any **mobile equipment, vehicle**, watercraft, or other property while participating in any prearranged or organized racing, speed, or demolition contest or in any stunting activity, including practice or preparation for any such contest or activity.
- n. Overhead transmission and distribution lines located more than 1 mile from **your** structures listed on the **schedule of values**.
- o. Data or fiber optic transmission lines and conduit not contained within walls of **insured property**.
- p. Equipment used to produce power or gas primarily for distribution to third parties.
- q. Loss or damage from any repairing, restoration or retouching process related to **fine arts**.



## SECTION VI - CRIME INSURANCE

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### A. Insuring Agreements Applicable to Crime Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Employee Dishonesty or Fraud.** We agree to pay the *named insured*, or on its behalf, for loss of money, securities and other financial instruments or theft of *your* property by an *employee* sustained by the *named insured* resulting directly from one or more *dishonest or fraudulent acts* committed by an *employee* of the *named insured*, acting alone or in collusion with others.
2. **Loss Inside the Premises.** We agree to pay the *named insured*, or on its behalf, for loss of money and securities of the *named insured* by the actual destruction, disappearance or *wrongful taking* within the *premises*.
3. **Loss Outside the Premises.** We agree to pay the *named insured*, or on its behalf, for loss of money and securities of the *named insured* by the actual destruction, disappearance or *wrongful taking* thereof, outside the *premises* while being conveyed by a *messenger* or any armored motor vehicle company.
4. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or *employees* to the extent required by the Idaho Code bonding requirements for public officials, including notary public.

### B. Definitions Applicable to Crime Insuring Agreements

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "Dishonest or Fraudulent Acts" means acts committed by an *employee* of the *named insured* which
  - a. Cause the *named insured* to sustain such loss; or
  - b. Results in financial benefit to the *employee*, or another person or organization intended by the *employee* to receive such benefit, not otherwise entitled to.
2. "Employee" shall be as defined by the Idaho Tort Claims Act (Idaho Code, chapter 9, title 6).
3. "Social Engineering Financial Fraud" means the transfer of *money* or *securities* to an account outside *your* control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of *yours*, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of the *yours*.
4. "Social Engineering Financial Fraud Loss" means loss of money or securities in a *social engineering financial fraud*.
5. "Messenger" means any *employee* who is duly authorized by the *named insured* to have the care and custody of an *insured* property outside the *premises*.
6. "Premises" means the interior of that portion of any building which is occupied by the *named insured* in conducting its business.

7. "**Wrongful Taking**" means an unauthorized conversion or theft of money, securities, money orders, counterfeit currency, depositor's forgery, or other financial instruments, whether or not proven in a court of law.

### C. **Specific Conditions Applicable to Crime Insuring Agreements**

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **All Incidents - One Loss.** All losses incidental to an actual or attempted fraudulent, dishonest, or criminal act, or series of related acts, whether committed by one or more persons, shall be deemed one loss. The applicable limits of indemnification stated in the declarations pages are the total limit of **our** liability with respect to all losses arising out of any one occurrence.
2. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or **employees** to the extent required by the Idaho Code bonding requirements for public officials.
3. **Limits of Indemnification for Multiple Policy Periods.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for all losses caused by any **employee** or in which such **employee** is concerned or implicated. Regardless of the number of years this policy shall continue in force and the number of member contributions which shall be payable or paid, the limits of indemnification specified in the declarations pages shall not be cumulative from year to year or period to period. The maximum total loss paid to any **named insured** shall not exceed the limits of indemnification stated in the policy year during which a claim is made.
4. **Loss Caused by Unidentified Employees.** If a loss is alleged to have been caused by the fraud or dishonesty of any one or more **employees**, and the **named insured** shall be unable to designate the specific **employee** or **employees** causing such loss, the **named insured** shall nevertheless have the benefit of Insuring Agreement 1, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more **employees** of the **named insured**.
5. **Notary Public.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for claims in which the **insured** shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the **insured** by reason of any negligent act, error or omission, committed or alleged to have been committed by the **insured**, arising out of the performance of notarial service for **you** or others in the **insured's** capacity as a duly commissioned and sworn notary public. This coverage applies to notarial actions outside of employment and coverage will not expire until the notary's commission certificate expires.
6. **Ownership Interest.** Money, securities, and other financial instruments may be covered by this policy whether owned by the **named insured** or held by the **named insured** in its care, custody, or control.
7. **Recoveries.** To the extent that a loss of the **named insured** exceeds the limits of indemnification applicable to this section, the **named insured** shall be entitled to recoveries from third parties until the **named insured** is fully reimbursed. Any remaining recovery shall be paid to **us**. Audit fees incurred by **us** toward establishing **your** loss values will be deducted from the ultimate net loss.

### D. **Exclusions Applicable to Crime Insuring Agreements**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **All Crime Insuring Agreements of this Section do not provide coverage for:**
  - a. Any claim or loss more specifically covered under any other section of this policy.
  - b. Any claim for the potential income or increase including, but not limited to, interest and dividends, not realized by the **named insured** because of a loss covered under this section.

- c. Any claim for costs, fees or other expenses incurred by the **named insured** in establishing the existence or amount of loss, covered under this section.
- d. Any claim for the funds collected or retained for any state or Federal agency pursuant to requirements established by law or pursuant to a mutual agreement.
- e. Any loss claimed involving conduct that occurred more than two (2) years prior to the date of the claim.
- f. Any loss claimed involving **social engineering financial fraud** from a **social engineering financial fraud loss** or event.

**2. Crime Insuring Agreement 1 does not cover:**

- a. Any loss, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.
- b. Any claim of loss concerning any fiscal year wherein financial records of the political subdivision have not been timely audited by a certified public accountant in accordance with the requirements of Idaho Code §67-450B or §67-450C, as appropriate.

**3. Crime Insuring Agreement 2 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest, or criminal act by any **employee**, director, trustee, or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
  - (1) The giving or surrendering of money or securities in any exchange or purchase;
  - (2) Accounting or arithmetical errors or omissions;
  - (3) Manuscripts, books of account, or records; or
  - (4) Presentation or acceptance of any check returned for insufficient funds.
- c. Any claim or loss of money contained in coin operated amusement devices or vending machines unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein.

**4. Crime Insuring Agreement 3 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest, or criminal act by any **employee**, director, trustee, or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
  - (1) The giving or surrendering of money or securities in any exchange or purchase;
  - (2) Accounting or arithmetical errors or omissions; or
  - (3) Manuscripts, books of account or records.
- c. Any insured claim or loss of money, securities, and other financial instruments of the **named insured** while in the custody of any armored motor vehicle company, except as excess policy over amounts recovered or received by the **named insured** under:
  - (1) The contract of the **named insured** with said armored motor vehicle company;

- (2) Insurance carried by said armored motor vehicle company for the benefit of users of its services; and
- (3) All other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service.

**5. Crime Insuring Agreement 4 does not provide coverage for:**

a. Coverage under this section does not apply to:

- (1) any dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of any *insured*;
- (2) Willful or intentional disregard of the law;
- (3) Bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions;
- (4) Injury to or destruction of any tangible property, including the loss of use thereof;
- (5) Fines or penalties imposed by law on any *insured*;
- (6) Punitive, treble, exemplary, or similarly categorized damages, including fines and penalties; or
- (7) Performance of notarial service for any business which an *insured* owns, is a partner of, manages or controls.

## SECTION VII – AUTOMOBILE LIABILITY INSURANCE

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### A. Automobile Liability Insuring Agreements

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Automobile Liability.** *We* agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** caused by an **occurrence** during the **policy period** and arising out of the ownership, maintenance, use, loading or unloading of an **insured vehicle**.
2. **Automobile Medical Payments.** *We* agree to pay **medical expenses** incurred within the **policy period** and within ten (10) days of a **vehicle accident** as shall be necessary because of **bodily injury** caused by an **occurrence** in a vehicle owned or rented to an **insured**. Any such **medical expenses** must be reported within one hundred eighty (180) days of the **occurrence**.
3. **Uninsured or Underinsured Motorists.**
  - a. *We* agree to pay **damages** for **bodily injury** which an **insured** is legally entitled to recover from the owner or operator of an **uninsured automobile** or **underinsured automobile**. The **bodily injury** must be caused by an **occurrence** resulting in **bodily injury** during the **policy period** and arise out of the ownership, maintenance or use of an **uninsured automobile** or **underinsured automobile**. *We* will pay **damages** under this Insuring Agreement only after the limits of indemnification under any applicable bodily injury liability policies or bonds have been exhausted in payments, settlements, or judgments and after all worker's compensation benefits an employee may be entitled to have been paid.
  - b. The limits of indemnification shall be reduced by:
    - (1) All sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible for causing the **bodily injury**; and
    - (2) All sums paid by worker's compensation benefits or similar disability law.

### B. Definitions Applicable to Automobile Liability Insurance Agreements

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. "Insured" means:
  - a. With respect to Insuring Agreement 1, an **insured** or anyone else while in an **insured vehicle** with the permission of the **insured**.
  - b. With respect to Insuring Agreement 2, anyone **occupying** an **insured vehicle** with the permission of the **insured**.
  - c. With respect to Insuring Agreement 3, an **insured** or anyone else while **occupying** an **insured vehicle** with the permission of the **insured**.
2. "Insured Vehicle" means a **vehicle** owned by the **named insured** or a non-owned **vehicle** while operated by an **insured** in the course and scope of their duties or such use that is otherwise authorized by the **named insured**.

3. **"Medical Expenses"** means expenses for necessary medical, surgical, x-ray and dental services, ambulance, hospital, professional nursing, and funeral services.
4. **"Occupying"** with regard to Insuring Agreement 2 and 3 of this section means an individual who, at the time of the **accident**, is in physical contact with an **insured vehicle**.
5. **"Underinsured Automobile"** means a **vehicle** for which the sum of liability limits of all applicable liability bonds or policies at the time of an **accident** is less than the limits of indemnification applicable to Insuring Agreement 3 of this section.
6. **"Uninsured Automobile"** means a **vehicle**:
  - a. To which a **bodily injury** liability bond or policy does not apply at the time of the **accident**.
  - b. For which an insuring or bonding company denies coverage or has become insolvent.
  - c. Which is a hit-and-run **vehicle** and neither the driver nor the owner can be identified. The hit-and-run **vehicle** must come in contact with an **insured vehicle**.

### **C. Specific Conditions Applicable to Automobile Liability Insurance Agreements**

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this Section is subject to the following conditions:**
  - a. **Vehicles Owned by Employees or Authorized Volunteers.** A **vehicle** owned by an employee or authorized volunteer of the **named insured** is provided auto liability coverage by this section while the **vehicle** is being used by an employee or authorized volunteer on official business of the **named insured**. This policy shall be deemed secondary to the policy of the employee's or authorized volunteer's personal insurance, which is deemed to be primary insurance. The intent of this special condition shall not be interpreted to extend this policy to a **vehicle** owned by other public or private entities which are made available to the **named insured** or its employees. For these non-owned **vehicles**, the terms and conditions already contained in this policy shall apply. This specific condition does not apply to volunteers engaged in search and rescue activities as coverage is intended to be primary insurance for search and rescue volunteers only when actively participating in search and rescue mobilizations initiated by the county Sheriff.
  - b. **Non-Duplication of Benefits.** There shall be no duplication of payments under this section for Insuring Agreements 1, 2 and 3, respectively, of this policy. Any amounts payable under these respective insuring agreements will be reduced by the amount of any advance payments.
2. **With Respect to Insuring Agreement 2, Automobile Medical Payments Insurance of this section has the following conditions:**
  - a. **Examinations/Medical Reports.** The injured person may be required to take physical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to any such claim.
  - b. **Notice of Loss.** As soon as possible, any person making a claim under this Insuring Agreement must give **us** written notice. It must include all details **we** may need to determine the amounts payable.
3. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this section has the following conditions:**
  - a. **Arbitration.** If **we** and any person entitled to recover under Insuring Agreement 3 fail to agree on the amount of **damages** thereof, the amount shall be settled by arbitration. In that event, each party will select an arbitrator. The two arbitrators will then select a third arbitrator. If they cannot agree upon a third arbitrator within thirty (30) days, both parties can ask a district judge in the State of Idaho to select the third arbitrator. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Written

decisions of any two arbitrators will determine the issues and will be binding. The arbitration will take place pursuant to the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9, unless both parties agree otherwise. Attorney's fees and fees paid to medical and other expert witnesses as part of the arbitration proceeding will not be considered arbitration expenses. These costs and expenses will be paid by the party incurring them.

- b. **Hit-and-Run Accident.** At **our** request, **you** shall make available for inspection any **vehicle** which any **insured** was **occupying** at the time of a hit-and-run **accident**. **You** must also notify a law enforcement agency within twenty-four (24) hours of any hit-and-run **accident**. **You** must also notify **us** of any such hit-and-run **accident** within seven (7) days of any such **accident**. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement 3, and render any insurance provided null and void.
- c. **Medical Examinations.** The injured person may be required to take, at **our** expense, physical examinations by physicians **we** choose, as often as **we** reasonably require.
- d. **Non-Binding Judgment.** No judgment resulting from a **suit** brought without **our** written consent, or which **we** are not a party to, is binding on **us**, either for determining the liability of the **uninsured automobile or underinsured automobile** or owner, or the amount of **damages** sustained.
- e. **Prejudgment or Pre-Arbitration Award Interest.** Prejudgment or pre-arbitration award interest shall not begin to accrue until the date that the proof of loss is received by **us**.
- f. **Proof of Loss.** A proof of loss must be served upon **us** as soon as practicable following any such **accident** causing the injury in order to determine the amounts payable. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement, and renders any insurance provided null and void. Each proof of loss presented shall accurately describe the conduct and circumstances which brought about the injury, state the time and place the injury occurred, state the names of all persons involved, and shall contain the amount of **damages** claimed, together with any and all records that exist pertaining to said injury. Said records shall consist of 1) all police reports pertaining to the **accident**, and 2) complete medical and billing records from all institutions (hospitals, rehabilitation facilities, and nursing homes) and physician offices. A signed medical records release form must be provided with the proof of loss giving **us** authorization to obtain additional medical reports and other records pertinent to any such loss.

f.g. **Tentative Settlement.** [A person seeking Underinsured Motorists Coverage must promptly notify \*\*us\*\* in writing of a tentative settlement between the \*\*insured\*\* and the insurer of the \*\*underinsured automobile\*\* and allow \*\*us\*\* to advance payment to that \*\*insured\*\* in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve \*\*our\*\* rights against the insurer, owner, or operator of such \*\*underinsured automobile\*\*.](#)

#### **D. Exclusions Applicable to Automobile Liability Insurance Agreements**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this section does not apply to any claim:**
  - a. Or **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
  - b. Of **bodily injury** sustained by any person, including an **insured**, engaged in the maintenance or repair of an **insured vehicle**.
  - c. That directly or indirectly benefits any worker's compensation or disability benefits insurer or self-insurer.
  - d. For **bodily injury** to anyone eligible to receive benefits which are either provided, or are required to be provided, under any worker's compensation, occupational disease, or similar disability law.
  - e. Arising out of the operation of **mobile equipment**.

- f. For any **vehicles** owned or leased by a **named insured** when the **vehicle** is being rented or leased to a third party for compensation.
- g. To any person or organization, or to any agent or employee thereof, operating a vehicle sales agency, repair shop, service station, storage garage or public parking place, with respect to any **accident** arising out of the operation thereof.
- h. To any employee with respect to injury to, sickness, disease, or death of another employee of the same employer injured in the course and scope of such employment in an **accident** arising out of the maintenance or use of the **insured vehicle** in the business of such employer.
- i. With respect to any hired **vehicle**, to the owner or a lessee thereof, other than the **named insured**, nor to any agent or employee or such owner or lessee.
- j. To any **bodily injury** resulting from or arising out of the use of a **vehicle** owned by **you** and not insured by **us**.
- ~~k.~~ l. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- m. For **sexual molestation or sexual abuse wrongful act**.
- n. For **damages** for **personal injury** or **property damage** arising out of:
  - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
  - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respect to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
  - (3) Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

2. **With Respect to Insuring Agreement 1, Auto Liability Insurance of this Section does not apply:**

- ~~m.~~ a. To **property damage** to property rented to, used by or in the care, custody, or control of any **insured**.
- b. To **bodily injury** to:
  - (1) An employee of any **named insured** arising out of or in the course and scope of employment or performing duties related to the conduct of the **named insured's** operations;
  - (2) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.
- t. This exclusion applies whether the **named insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- c. To any liability for indemnity or contribution brought by any party for **bodily injury** or **property damage** sustained by any **insured**.
- d. To **bodily injury** or **property damage** resulting from the handling of property before it is moved from the place where it is accepted by the **insured** for movement into or onto the **insured vehicle** or after it is moved from the **insured vehicle** to the place where it is finally delivered by the **insured**.
- e. To **bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **insured vehicle**.
- f. To **bodily injury** or **property damage** arising out of **your work** after that work has been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:



(1) When all of the work has been completed;

(2) When all of the work to be done at the site has been completed; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than a contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

~~n.g.~~ To **bodily injury** or **property damage** resulting from **insured vehicles** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that **insured vehicle** is being prepared for such a contest or activity.

3. **With Respect to Insuring Agreement 2, Automobile Medical Payments of this Section does not apply:**

~~n.a.~~ To any **bodily injury** arising out of or resulting from the operation of an **insured vehicle** while being used for hire or for a fee for such use.

~~n.b.~~ To prisoners, inmates, or any other category of persons being detained by an **insured** while being transported by **you**.

~~c.~~ For **bodily injury** to any employee, elected official or volunteer eligible to receive any worker's compensation, occupational disease, or similar disability law benefits.

~~d.~~ To **bodily injury** to anyone using an **insured vehicle** without a reasonable belief that the person is entitled to do so.

~~e.e.~~ To **bodily injury** sustained by an **insured** while **occupying** any **vehicle** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity or while the **insured vehicle** is being prepared for such a contest or activity.

4. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this Section does not apply:**

~~a.~~ To any **insured** who enters into a settlement with a third party without **our** written consent.

~~n.b.~~ To any **insured** using a **vehicle** without a reasonable belief that the person is entitled to do so.

## SECTION VIII – GENERAL LIABILITY INSURANCE

### A. Insuring Agreement Applicable to General Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **General Liability.** We agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** ~~for personal injury or property damage which arise out of~~ caused by an occurrence resulting in personal injury or property damage during the **policy period**. Included within this insuring agreement are the following:
  - a. **Garagekeeper's Liability.** Provides coverage for claims resulting from the ownership and operation of storage garages and parking lots of the **named insured** as bailee with respect to a **vehicle** left in its custody and control and is sublimited to \$500,000 per **occurrence**.
  - b. **Fire Suppression Liability.** Provides coverage for claims resulting from **fire suppression activities** by authorized firefighting personnel. This coverage is sublimited to \$500,000 per **occurrence**. This coverage grant does not apply to **fire suppression activities** on public land.
  - c. **Hostile Fire Liability.** Provides coverage for claims resulting from heat, smoke or fumes resulting from a **hostile fire** and is sublimited to \$500,000 per **occurrence**.
  - d. **Host Liquor Liability.** Provides coverage for claims resulting from the provision, sale or distribution of claims as a result of serving alcoholic beverages, ~~or by reason of any local, state or federal liquor control laws at your social event~~ and ~~will be~~ sublimited to \$500,000 per **occurrence**.
  - e. **Sewer Back-up Claims.** Provides coverage for claims resulting from sewer line and facilities back-up and related events, for which the **named insured** is responsible by virtue of its negligence. Notwithstanding the general exclusions stated elsewhere within this policy, this Insuring Agreement extends to mold and other fungus abatement and remediation demonstrated to be a direct result of a sewer back-up related **occurrence** for which **you** are responsible. This coverage is sublimited to \$500,000 per **occurrence**.
  - f. **Incidental Medical Liability.** Provides liability coverage for **damages** resulting from professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course and scope of their employment) only by any of the following persons acting on behalf of the **named insured**:
    - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
    - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the course and scope of their duties and responsibilities serving inmates of a jail operated by **you**.
    - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the course and scope of their duties and responsibilities, serving as an EMT, paramedic, first responder or ambulance personnel.
    - (4) Any other **insured** providing **first aid**.

This coverage is sublimited to \$500,000 per **occurrence**.

## **B. Definitions Applicable to General Liability Insuring Agreement**

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Fire Suppression Activities"** means the application of water or **fire suppression chemicals** in the attempt to suppress fires or dislocation of materials or destruction of property deemed necessary to suppress fires.
2. **"Fire Suppression Chemicals"** means chemicals prescribed for extinguishing or preventing fires.
3. **"Hostile Fire"** means one which becomes uncontrollable or breaks out from where it was intended to be within **your insured property** and started by **you**.
4. **"Insured"** means:
  - a. The **named insured**; or
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

## **C. Exclusions Applicable to General Liability Insuring Agreement**

The following exclusion are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages for personal injury or property damage resulting from:**
  - a. Any **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
  - b. Fire suppression liability, government-imposed penalties, or fines, however characterized, assessed to pay the costs of suppressing a fire started by **your fire suppression activities** or for the improper discharge of **fire suppression chemicals**.
  - c. The ownership, maintenance, use, loading or unloading, or entrustment to others of any **vehicle**.
  - d. The performance of **law enforcement services** or **jail operations services**.
  - e. **Premises you** sell, give away, or have abandoned; property loaned to **you**; and personal property in **your** care, custody, and control. This exclusion shall not apply to garagekeeper's liability, as provided in the insuring agreement of this section.
  - f. Any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work**, or the **impaired property** if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition.
  - g. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
  - h. The **administration** of an **employee benefit program**.
  - i. The failure to supply water, electrical power, fuel, internet, or any other utilities.

- j. Any **sexual molestation or sexual abuse wrongful act**.
- k. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
- l. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system**, including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
- m. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft** system, including any amendment or addition to such laws and regulations.

~~(1) named named named ,m~~

n. The transportation of **mobile equipment** by a **vehicle** owned or operated by or rented or loaned to any **insured**.

o. The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

~~16.p.~~ Oral or written publication, in any manner, of material, if done by or at the direction of the **insured** with knowledge of its falsity.

~~17.g.~~ Oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

~~18.r.~~ Any criminal act committed by or at the direction of the **insured**.

~~h.s.~~ Any claim relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.

2. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages for property damage:**

a. To property **you** own, rent, or occupy.

3. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages from personal injury to:**

a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or

b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

## SECTION IX – LAW ENFORCEMENT LIABILITY INSURANCE

### A. Insuring Agreement Applicable to Law Enforcement Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Law Enforcement Liability.** We agree, subject to the conditions and exclusions of this Insuring Agreement, to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** ~~because of caused by an~~ **wrongful act occurrence** ~~erresulting from related~~ **wrongful acts occurrences** ~~which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions resulting from the performance of~~ **your** duties while providing **law enforcement services** or **jail operations services** or the administration of **first aid** and resulting in **personal injury** or **property damage** during the **policy period**. Included within this insuring agreement is:
  - a. **Incidental Medical Liability.** Insuring Agreement 1 provides liability coverage for professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto, or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course and scope of their employment) only by any of the following persons acting on behalf of the **named insured** by and is sublimited to \$500,000 per **occurrence**:
    - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
    - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the course and scope of their duties and responsibilities serving inmates in the function of a jail operated by **you**.
    - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the course and scope of their duties and responsibilities serving an EMT, paramedic, first responder or ambulance personnel.

### B. Definitions Applicable to Law Enforcement Liability Insuring Agreement

The following definition is applicable to this section only. It may amend definitions located in Section II General Definitions of this policy.

1. **"Personal Injury"** means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, ~~piracy and any infringement of copyright of property,~~ erroneous service of civil papers, assault and battery and disparagement of property, ~~Personal injury shall also mean~~ false arrest, false imprisonment, detention, unlawful discrimination and violation of civil rights ~~arising out~~ ~~caused by of~~ **law enforcement services** or **jail operations** ~~activities~~ ~~services~~.
- 1.2. ~~"Wrongful Act" means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, respectively, in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. Wrongful act is not a wrongful employment practice, as defined elsewhere.~~

### C. Exclusions Applicable to Law Enforcement Liability Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for damages for personal injury or property damage resulting from:**

- a. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
  - b. Property **you** own, rent, or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody, and control.
  - c. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
  - d. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
  - e. Any **sexual molestation or sexual abuse wrongful act**.
  - f. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
  - g. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
  - h. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
  - i. A criminal act committed by or at the direction of the **insured**.
  - j. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
    - (1) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.
    - (2) This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
  - k. The willful violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge or consent of any **insured**.
  - l. Acts of fraud committed by or at the direction of the **insured** with affirmative dishonesty or actual intent to deceive or defraud.
2. With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for **damages** for **personal injury** to:
- a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
  - b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) above.
  - b. This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

## SECTION X - ERRORS AND OMISSIONS INSURANCE

### CLAIMS MADE ONLY

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#### A. Errors and Omissions Insuring Agreements

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Errors and Omissions Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, ~~arising out of resulting from any wrongful act. or series of related wrongful acts by an insured which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.~~ For this insuring agreement, two or more **claims** arising out of a single **wrongful act** ~~or series of related wrongful acts~~ shall be treated as a single **claim**.

#### B. Definitions Applicable to Errors and Omissions Insuring Agreement

The following definitions are applicable to this section only. They may amend a definition located in Section II General Definitions of this policy.

1. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
2. "**Insured**" means:
  - a. The **named insured**; or
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

#### C. Specific Conditions Applicable to Errors and Omissions Insuring Agreement

The following condition is applicable to this section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and on or before the termination of this **policy period**.

#### D. Exclusions Applicable to Errors and Omissions Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1 Errors and Omissions Liability of this section does not cover any claim resulting from:**
  - a. An **occurrence, accident, wrongful act, wrongful employment practice act** or **sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.

- b. Any dishonest, fraudulent, or criminal acts committed by any **insured** or at the direction of any **insured**.
- c. Failure to supply water, electrical power, fuel, Internet, or any other utilities.
- d. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- e. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- f. The performance of **law enforcement services** or **jail operations services**.
- g. [Wrongful employment acts of the employment of any person, including threatened, actual, or alleged discrimination or harassment.](#)
- h. Any **personal injury** or **property damage**.
- i. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned.
- j. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards.
- k. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- l. [Any sexual molestation or sexual abuse wrongful act.](#)
- m. [Any labor strike, civil disturbance, riot, or civil commotion.](#)
- n. [The insured's activities in a fiduciary capacity or in any similar capacity.](#)
- o. [Directly or indirectly arising out of debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.](#)
- p. [Any failure or omission to effect or maintain insurance or bond of any kind.](#)
- q. [The rendering or failure to render professional services provided by any lawyer, architect, building inspector, engineer or accountant to any person or entity other than the named insured or any commissions, boards, departments, or other units operated by the named insured or under the named insured's jurisdiction.](#)



## SECTION XI – EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE CLAIMS MADE ONLY

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### A. Employee Benefit Program Liability Insuring Agreement

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Employee Benefit Program Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from a **wrongful act** ~~or a series of related wrongful acts~~ in the **administration** of **your employee benefit program**. ~~which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.~~ For this insuring agreement, two or more **claims** arising out of a single **wrongful act** ~~or series of related wrongful acts, or a personal injury offense or a series of related offenses~~, in the **administration** of **your employee benefit program**, shall be treated as a single **claim**.

### B. Definitions Applicable to Employee Benefit Program Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Administration"** means:
  - a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for any **employee benefit program**;
  - b. Handling of records in connection with the **employee benefit program**; or
  - c. Effecting, continuing, or terminating any employee's participation in any **employee benefit program**.
  - d. **Administration** does not mean **your** decision to not offer a particular benefit, plan, or program unless that particular benefit is required by law.
  - ~~e. However, **administration** does not include handling payroll deductions.~~
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by any **insured** in the **administration** of **your employee benefit program**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
3. **"Insured"** means:
  - a. The **named insured**; or
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such, who is or was authorized to administer **your** employee benefit program. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

### C. Specific Conditions Applicable to Employee Benefit Program Liability Insuring Agreement

The following condition is applicable to this section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the termination of this **policy period**.

**D. Exclusions Applicable to Employee Benefit Program Liability Insuring Agreement**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Employee Benefit Liability Insurance of this section does not apply to any claim resulting from:**
  - a. An **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
  - b. Items which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - c. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - d. The performance of **law enforcement services** or **jail operations services**.
  - e. Any **sexual molestation or sexual abuse wrongful act**.
  - f. **Personal injury** or **property damage**.
  - g. From **damages arising out of any intentional, dishonest, fraudulent, criminal, or malicious act, error, or omissions, committed by or at the direction of any insured, including the willful or reckless violation of any statute.**
  - f.h. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.

## SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE

### CLAIMS MADE ONLY

#### A. Employment Practices Liability Insuring Agreement:

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Employment Practices Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** by or on behalf of a volunteer, employee, former employee or applicant for employment which is **first made** in writing to **us** by **you** during this **policy period** or any extended reporting period **we** provide, resulting from a **wrongful employment practice act** ~~or series of related wrongful employment practices act~~ by an **insured** which have as a common nexus any ~~fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.~~ For this insuring agreement, two or more **claims** arising out of a single **wrongful employment practice act** ~~or series of related wrongful employment practice acts~~ shall be treated as a single **claim**.

#### B. Definitions Applicable to Employment Practices Liability Insuring Agreement

The following definition is applicable to this section only. It may amend a definition located in Section II General Definitions of this policy.

1. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful employment practice act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees. A **claim** shall include complaints filed with the Idaho Human Rights Commission (IHRC) and the Equal Employment Opportunity Commission (EEOC). A **claim** also includes employment contract **claims** premised upon implied employment contracts.
2. **"Insured"** means:
  - a. The **named insured**;
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

#### C. Specific Conditions Applicable to Employment Practices Liability Insuring Agreement

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful employment practice acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the termination of this **policy period**.
2. **Deductible.** Any **claim** for **damages** brought forth under this coverage section by any employee directly or indirectly reporting to **you** relating to personnel-related actions or omissions shall have the deductible apply as set forth below. This deductible applies for any **claim** arising out of wrongful termination, constructive discharge, **retaliation**, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful **discrimination**, **employment sexual harassment**, **employment harassment** of any type, assault, battery, and/or any **claim** resulting from or related to any type of unlawful or unfair employment practice. This deductible applies whether the alleged **damages** arise from negligent, intentional or any other type of otherwise wrongful conduct. **You** will be responsible for the below referenced deductible of any settlement, judgment, or legal defense costs paid by

**us** on **your** behalf with respect to any employment practices liability **claims** filed against **you**. However, this deductible will be waived if **you** consult with **us** before such employment action, including termination or suspension of employment, and followed all reasonable advice provided by **us** or an attorney assigned by **us** with respect to such employment action. The referenced deductible amount will be billed to **you** by **us** for any settlement, judgment or legal defense costs paid as the **claim** progresses. For each and every **claim** filed related to this coverage as detailed above, the deductible amount is as stated on the declaration page.

**D. Exclusions Applicable to Employment Practices Liability Insuring Agreement**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

**1. With Respect to Insuring Agreement 1, Employment Practices Liability Insurance of this section does not cover any *claim* resulting from:**

- a. Any **occurrence, accident, wrongful act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
- b. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful employment practice act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- c. A continuing **wrongful employment practice act** which commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- d. The performance of **law enforcement services** or **jail operations services**.
- e. Any **sexual molestation or sexual abuse wrongful act**, however, this exclusion does not apply to a **claim** for **damages** arising out of **employment sexual harassment**.
- f. **Personal injury** or **property damage**.
- g. Any dishonest, fraudulent, criminal, or malicious act, error, or omission, committed by or at the direction of any **insured**.
- h. Any cost associated with providing any reasonable accommodation required by, made as a result of or to conform with the requirements of the Americans with Disability Act, or any similar federal, state or local law or ordinance, any amendments thereto and any rules or regulations promulgated thereunder or common law.
- i. Any labor strike, civil disturbance, riot, or civil commotion.
- j. Any fact or circumstance which has been the subject of any written notice given under any other insurance policy.
- g-k. Any fact or circumstance known prior to the inception date of the first policy issued by **us**, which any **insured** knew or could have reasonably foreseen would result in a **claim**.

## SECTION XIII –SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE CLAIMS MADE ONLY

### A. Insuring Agreement Applicable to Sexual Molestation or Sexual Abuse Liability Insurance

The following insuring agreements are applicable to this section only. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Sexual Molestation or Sexual Abuse Liability.** We agree to pay on **your** behalf those sums **you** become legally obligated to pay as **damages** arising out because of a **claim against an insured sexual molestation or sexual abuse bodily injury claim** or a series of **related sexual molestation or sexual abuse bodily injury claims** which are **first made** in writing to **us** by **you** against an **insured** during this **policy period**, or any extended reporting period **we** provide, arising out of a **ny sexual molestation or sexual abuse incident wrongful act**, or a series of **related sexual molestation or sexual abuse** incidents. This insurance applies to **bodily injury** only if:
  - ~~a. The bodily injury is caused by a sexual molestation or sexual abuse incident or a series of related sexual molestation or sexual abuse bodily injury incidents or victims; and~~
  - ~~b. The bodily injury caused by a sexual molestation or sexual abuse or a series of related sexual molestation or sexual abuse bodily injury incidents or victims did not first occur before the retroactive date shown in the declarations pages or after the end of this policy period; andc. Subject to paragraphs a. and b. of this subsection, Insuring Agreement 1 will only apply if the absolute first sexual molestation or sexual abuse occurrence takes place on or after the retroactive date and before the end of this policy period.~~
  - b.a. All such sexual molestation or sexual abuse bodily injury, including all related sexual molestation or sexual abuse bodily injury wrongful acts, will be deemed to be a single sexual molestation or sexual abuse wrongful act, which will be deemed to have occurred at the time of the absolute first related sexual molestation or sexual abuse wrongful act commenced and all such bodily injury shall be deemed to be a single occurrence** whether committed by the same perpetrator or two or more perpetrators **acting in concert** and without regard to the number of:
    - (1) **Related Incidents of sexual molestation or sexual abuse wrongful acts** taking place thereafter;
    - (2) Victims of **related ssexual molestation or sexual abuse wrongful acts**;
    - (3) Locations where the **related sexual molestation or sexual abuse wrongful acts** took place;
    - (4) ICRMP **policy periods** over which the **acts of related sexual molestation or sexual abuse wrongful acts** took place; or
    - (5) Breaches of any legal obligation arising out of any **related sexual molestation or sexual abuse wrongful acts** or suspected or threatened **related sexual molestation or sexual abuse wrongful acts**, or breaches of duty to any person who was **the victim of a related sexual molestedation or sexual abuse wrongful act.d.**
  - ~~a. The bodily injury is caused by a sexual molestation or sexual abuse incident or a series of related sexual molestation or sexual abuse bodily injury incidents or victims; and~~
  - ~~b. The bodily injury caused by a sexual molestation or sexual abuse or a series of related sexual molestation or sexual abuse bodily injury incidents or victims did not first occur before the retroactive date shown in the declarations pages or after the end of this policy period; andc. Subject to paragraphs a. and b. of this subsection, Insuring Agreement 1 will only apply if the absolute first sexual molestation or sexual abuse occurrence takes place on or after the retroactive date and before the end of this policy period.~~
  - d.b. All claims** arising out of **a the same single sexual molestation or sexual abuse bodily injury occurrence wrongful act**, or a series of **related sexual molestation or sexual abuse bodily injury** occurrences, shall be treated as a single **claim** considered **first made** against an **insured** and reported in writing to **us** during the **policy period** or any extended reporting period when the first of such **claims** is made. Only that policy's coverage section limits of indemnification as stated in the declarations page apply to such single **claim**.

## **B. Definitions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement**

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Bodily Injury"** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time resulting from **sexual molestation or sexual abuse wrongful act**.
2. **"Claim"** means a **suit** or demand made by or for the injured person for monetary **damages** because of alleged or actual **bodily injury** caused by **sexual molestation or sexual abuse wrongful act**.
3. **"Insured"** means:
  - a. The **named insured**;
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.
4. **"Related Sexual Molestation or Sexual Abuse Wrongful Acts"** means any **sexual molestation or sexual abuse wrongful act** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions.

### ~~5. "Sexual Molestation or Sexual Abuse" means:~~

#### ~~a. The alleged, actual, threatened, unwelcome or offensive:~~

~~(1) Physical conduct, including sexual abuse or molestation by anyone of any person while in the care, custody, or control of any **insured**; or~~

~~(2) Verbal or written conduct or conduct using visual images, including conduct by electronic means;~~

#### ~~b. Including:~~

~~(1) The negligent:~~

~~(i.) Employment;~~

~~(ii.) Investigation;~~

~~(iii.) Supervision;~~

~~(iv.) Reporting to proper authorities, or failure to so report; or~~

~~(v.) Retention;~~

~~of a person for whom any **insured** is or ever was legally responsible and whose conduct is defined herein.~~

~~c. Breaches of any legal obligation arising out of any **sexual molestation or sexual abuse** occurrence, or suspected or threatened molestation, or breach of any duty to any person who was abused or molested.~~

## **C. Specific Conditions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement**

The following condition is applicable to this Section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **sexual molestation or sexual abuse wrongful acts** must first take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the termination of this **policy period**.

**D. Exclusions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1 Sexual Molestation or Sexual Abuse Liability Insurance of this Section does not apply to any claim resulting from:**
  - a. Any **occurrence, accident, wrongful act or wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. Any **claim** relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
  - c. Any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
  - d. Any **sexual molestation or sexual abuse wrongful act** which is the subject of any notice given under any policy or policies the term of which has or have expired prior to the inception date of this policy.
  - e. Any **sexual molestation or sexual abuse wrongful act** that first takes place prior to the retroactive date of this policy.
  - f. Any **insured** who is found by a court of law to have committed a criminal act involving **any sexual molestation or sexual abuse wrongful act**. However, **we** will pay covered **damages** the **named insured** becomes legally obligated to pay as a result of an employee's actions if such obligation is created pursuant to the Idaho Tort Claims Act, another state's similar law or federal law.
  - g. [Damages or defense costs arising out of any your failure to report any sexual molestation or sexual abuse wrongful act as required by any applicable federal, state, or local law, ordinance, or regulation.](#)

## SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

### CLAIMS MADE COVERAGE ONLY

#### A. Insuring Agreement Applicable to Chemical Spraying Activities Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Chemical Spraying Activities Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from any **wrongful act** involving **chemical spraying activities**. For this insuring agreement, two or more **claims** arising out of a single ~~occurrence or series of related occurrences~~ **wrongful act** shall be treated as a single **claim**. ~~All **bodily injury** to one or more persons and/or **property damage** arising out of an **accident** or a continuous or repeated exposure to conditions shall be deemed one **occurrence**.~~ This insuring agreement only applies if the **wrongful act** ~~incident did not first occur before first took place on or after the applicable~~ ~~the retroactive date as stated in the declarations pages~~ ~~or after the end and before the termination~~ of this policy ~~period, or any extended reporting period we provide.~~

#### B. Definitions Applicable to Chemical Spraying Activities Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Chemical Spraying Activities**" means the intended dispersal of herbicides, defoliants, insecticides, pesticides, or other toxic materials approved by the federal government for the eradication of undesirable plant growth, insects or rodents and the mixing, loading, storage, transportation and disposal of such materials.
2. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature caused by an **insured**.
3. "**OccurrenceWrongful Act**" means an ~~**accident** or a continuous or repeated exposure to **chemical spraying activities** act or omission~~ which results in **bodily injury or property damage**. ~~during the **policy period**. The **occurrence** must first commence and be sustained on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination.~~

All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:

- (1) related **wrongful acts** taking place thereafter;
- (2) persons affected by related **wrongful acts**;
- (3) locations where the related **wrongful acts** took place;
- (4) ICRMP policy periods over which the related **wrongful acts** took place; or
- (5) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.

#### C. Specific Conditions to Chemical Spraying Activities Liability Insuring Agreement

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Exception to Absolute Pollution Exclusion.** -The insurance afforded by this section constitutes an express exception to the Absolute Pollution Exclusion set forth in the General Exclusions section IV of this policy. As



an exception to such exclusion, this coverage stands only to pay legally required **damages** for **bodily injury** or **property damage** not to exceed the Limits of Indemnification stated in the policy declarations, and not in any circumstances for natural resource damage **claims** made or penalties or fines imposed pursuant to state or federal law.

2. **Retroactive Date.** All **claims** must take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the expiration date of this **policy period**.

**D. Exclusions to Chemical Spraying Liability Activities Insuring Agreement**

The following exclusion are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy. With Respect to Insuring Agreement 1 Chemical Spraying Liability Activities Insurance of this section does not apply to any claim resulting from:

1. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
2. For which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
3. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any other policy or policies of insurance.
4. For any **sexual molestation or sexual abuse wrongful act**.

a.

## **SECTION XV -ENDORSEMENTS**

**THESE ENDORSEMENTS MODIFY THE POLICY.**

**PLEASE READ THEM CAREFULLY.**

**Nothing herein contained in any of the listed endorsements shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which these endorsements are attached other than as stated. All definitions listed in the General Definitions of this Policy apply when not amended within each Endorsement.**

# #1 ACCIDENTAL DISCHARGE OF POLLUTANTS AMENDATORY ENDORSEMENT

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## Section V – Property is amended by the following:

### **A. Insuring Agreement to Accidental Discharge of Pollutants Endorsement**

The following insuring agreement is applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreement is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover “**pollution cost or expense**” related to an otherwise covered **accident** as covered by section V, Property. This endorsement is limited to \$100,000 per **occurrence** and \$500,000 in the aggregate for multiple **occurrences** per **policy period**.

### **B. Definitions Applicable to Accidental Discharge of Pollutants Endorsement**

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. “**Pollution Cost or Expense**” means the reasonable and necessary cost **you** incur to clean up, remove and dispose, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of **pollutants** related to any otherwise covered claim as defined in section V Property Insurance. This endorsement will apply whether this cost is incurred due to a request, order, or **suit** by any governmental agency or at the discretion of the **named insured**.

### **C. Exclusions Applicable to Accidental Discharge of Pollutants Endorsement**

The following exclusion is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. This endorsement does not extend to any landfill, transfer station, trash or recycling collection facility or any other facility designed primarily for the collection or transfer of refuse or recycling content, or the **vehicles** and **mobile equipment** associated with any such described location.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #2 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT

**THIS ENDORSEMENT IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF INDEMNIFICATION.**

### CLAIMS MADE COVERAGE Retroactive Date: October 1, 2015

The following insuring agreements are applicable to this Endorsement only. They may amend insuring agreements located in Section I General Insuring Agreement of the policy to which it is attached. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of the policy to which it is attached. The following insuring agreements may also amend Section VIII General Liability Insuring Agreements and Section V Property Insuring Agreements of the policy to which this Endorsement is attached.

**I. Privacy or Security Event Liability and Expense Coverage Agreement.** The following coverages are limited as described herein. **Our** right and duty to defend ends when the applicable limit of indemnification is exhausted in the payment of judgments or settlements, **regulatory penalties, claims expenses, privacy response expenses, PCI-DSS assessments, electronic equipment and electronic data damage, network interruption costs, cyber extortion expenses, cyber extortion monies** and **social engineering financial fraud loss**. This coverage only applies if the **privacy or security event** or **cyber extortion threat** commenced on or after the retroactive date above and before the end of the **policy period** shown in the declarations pages to the policy to which this endorsement is attached, and a **claim** for damages because of the **privacy or security event** is first made against an **insured** during the **policy period**, and **you** give written notice to **us** in accordance with Section IV below.

- A. **Privacy or Security Event Liability.** **We** will pay those sums **you** become legally obligated to pay as damages because of a **privacy or security event**. **We** will have the right and duty to defend an **insured** against any **Suit** seeking such damages. However, **we** will have no duty to defend any **insured** against any **suit** seeking damages to which this coverage does not apply. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- B. **Privacy Response Expenses.** **We** will pay for **privacy response expenses** incurred by **you** in connection with a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **personal information**.
- C. **Regulatory Proceedings and Penalties.** **We** will pay for **regulatory penalties** an **insured** becomes legally obligated to pay as a result of a **regulatory proceeding** resulting from a **privacy or security event** if notice of the **regulatory proceeding** is received by **you** prior to the end of the **policy period**. **We** will have the right and duty to defend an **insured** against any **regulatory proceeding** to which this coverage applies. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- D. **PCI-DSS Assessments.** **We** will pay for **PCI-DSS assessments** for which an **insured** is liable if the **PCI-DSS assessments** are due to noncompliance by the **insured** with PCI Data Security Standards and the noncompliance resulted in a **privacy or security event**.
- E. **Electronic Equipment and Electronic Data Damage.** **We** will pay for **your** damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether **electronic data** can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or

recollect **electronic data** for which **you** incur as a result of a **privacy or security event**.

F. **Network Interruption Costs.** We will pay for **business income loss, expenses to reduce loss, extra expenses, and proof of loss preparation costs** which **you** incur after the **waiting hours period** and solely as a result of a **privacy or security event**.

G. **Cyber Extortion Coverage.** We will pay for **cyber extortion expenses** and **cyber extortion monies you** pay as a direct result of a **cyber extortion threat**.

H. **Social Engineering Financial Fraud.** We will pay or reimburse **you** for **social engineering financial fraud losses** from a **social engineering financial fraud event**.

II. **Deductible.** For each **privacy or security event** and **cyber extortion threat**, we will pay only such amounts as are in excess of the deductible amount shown on the declarations pages to the policy to which this endorsement is attached.

III. **Limits of Indemnification.** The limits of liability shown below establish the most we will pay regardless of the number of **privacy or security events, cyber extortion threats**, number of persons affected, claims made, suits or regulatory proceedings brought or individuals or entities making claims or bringing suits or regulatory proceedings.

A. **In General**

The limits of indemnification shown on the declarations pages to the policy to which this endorsement is attached establish the most we will pay regardless of the number of **privacy or security events, cyber extortion threats, insureds, claims** made, **suits** or **regulatory proceedings** brought or individuals or entities making **claims** or bringing **suits** or **regulatory proceedings**.

B. **Program Aggregate Limit**

1. All **privacy or security event liability and expense** coverage is subject to a Program Aggregate Limit of \$10,000,000 for each **policy period**. The Program Aggregate Limit is a shared limit among the **named insureds** (including all associated **insureds**) and is the most we will pay for all **privacy or security event liability and expense**, including **claim expenses**, for all **named insureds** (including all associated **insureds**) covered under any **policy period**. **Claim expenses** erode the Program Aggregate Limit.
2. If the Program Aggregate Limit is exceeded, the amount recoverable by any **named insured** (including all associated **insureds**) will be reduced pro rata in the same proportion that the loss of the **named insured** (including all associated **insureds**) bears to the total amount of loss of all **named insureds** (including all associated **insureds**).
3. We may pay **claims** for **privacy or security event liability and expense** on a provisional basis until all liabilities and expenses for a particular **policy period** are resolved, as determined by **us**. If we determine that the Program Aggregate Limit may be exceeded, we may delay claims payments until we determine that all liabilities and expenses for a **policy period** have been resolved.
4. Once all liabilities and expenses for a **policy period** are resolved, we will give notice to all **named insureds** with **claims** of their pro rata share of covered losses. If a **named insured** (including any associated **insureds**) received claims payments in excess of its pro rata share, the **named insured** will remit the excess amount to **us** within thirty (30) days of the date on which we give notice. If a **named insured** (including any associated **insureds**) received claims payments that are less than its pro rata share, we will remit the deficiency to the

**named insured** within thirty (30) days of the date on which **we** receive the last payment due from **named insureds** who received claims payments in excess of their pro rata shares.

5. For purposes of the Program Aggregate Limit, “**Privacy or Security Event Liability and Expense**” means all amounts covered under Section I of this Endorsement. Determinations made by **us** relating to the Program Aggregate Limit will be made in **our** sole and absolute discretion.

#### IV. **Notice to Us**

- A. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **claim** made against an **insured** as soon as practicable, but in no event later than the end of the **policy period**.
- B. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **privacy or security event** or **cyber extortion threat** as soon as practicable and provide all such information relating to the **privacy or security event** or **cyber extortion threat** as **we** may reasonably request.
- C. If during the policy period, **you** become aware of a **privacy or security event** that may reasonably be expected to give rise to a **claim**, including a **regulatory proceeding** or **PCI-DSS assessment**, against an **insured**, **you** must give written notice to **us** of such **privacy or security event** as soon as practicable, but in no event later than the end of the **policy period**. Notice must include:
  1. A specific description of the **privacy or security event**, including all relevant dates;
  2. The names of persons involved in the **privacy or security event**, including names of potential claimants and a specific description of any **personal information** actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
  3. The specific reasons for anticipating that a **claim** may result from such **privacy or security event**;
  4. The specific nature of the alleged or potential damages arising from such **privacy or security event**; and
  5. The specific circumstances by which an **insured** first became aware of the **privacy or security event**.

Any **claim** subsequently made against an **insured** arising out of such **privacy or security event** shall be deemed to be a **claim** made during the **policy period** in which the **privacy or security event** was first reported to **us**.

#### V. **Exclusions**

This endorsement does not apply to any **claim, suit, regulatory proceeding**, damages, **regulatory penalties, claim expenses, privacy response expenses, PCI-DSS assessments, network interruption costs, electronic equipment and electronic data damage, cyber extortion expenses** or **cyber extortion monies** or **social engineering financial fraud loss**:

- A. For, arising out of, or resulting from **bodily injury** or **property damage**;

- B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply:
1. To the extent an **insured** would have been liable in the absence of such contract or agreement; or
  2. To amounts payable as **PCI-DSS assessments**.
- C. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended, or any other federal, state, local, foreign or common law rules or regulations involving antitrust, restraint of trade, unfair competition, or false or deceptive or misleading advertising;
- D. For, arising out of or resulting from any actual or alleged false, deceptive, or unfair trade practices; however, this exclusion does not apply to any **claim** or loss covered hereunder that results from a theft, loss or unauthorized disclosure of or access to **personal information**;
- E. For, arising out of or resulting from:
1. The actual or alleged unlawful collection or acquisition of **personal information** by an **insured on your** behalf; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (*i.e.*, opt-in or opt-out) from the collection, disclosure, or use of **personal information**; or
  2. The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording, or telemarketing is done by an **insured on your** behalf, including actual or alleged violations of:
    - (i.) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
    - (ii.) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
    - (iii.) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003 and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the dissemination, recording, sending, transmitting, communicating or distribution of material or information;
- F. For, arising out of or resulting from any of the following conduct by an **insured**:
1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
  2. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

3. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
  4. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability, or pregnancy; or
  5. Any actual or alleged violation of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Credit Transactions Act (FACTA).
- G. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by an **insured**; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by an **insured**, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by an **insured**;
- H. For, arising out of or resulting from any actual or alleged:
1. Infringement of patent or patent rights or misuse or abuse of patent;
  2. Infringement of copyright arising from or related to software code or software products; or
  3. Use or misappropriation of any ideas or trade secrets by a an **insured** or on behalf of, or in collusion with an **insured**;
- I. Arising out of or resulting from any of the following:
1. Trading losses, trading liabilities or change in value of accounts;
  2. Any loss of monies, securities or tangible property of others in the care, custody or control of any **insured**;
  3. Except for **social engineering financial fraud loss event**, the monetary value of any electronic fund transfers or transactions by an **insured** on **your** behalf that is lost, diminished, or damaged during transfer from, to or between accounts; or
  4. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.

VI. **Definitions.** The following definitions apply to this coverage:

- A. “**Bodily Injury**” means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. **Bodily injury** also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
- B. “**Business Income Loss**” means the sum of the following incurred during the **period of indemnity**:



1. Net profits that would have been earned but for the **material interruption** (after charges and expenses, but not including any capital receipts, outlays properly chargeable to capital, and deductions for taxes and profits); and
2. Charges and expenses which necessarily continue (including ordinary payroll).

If there would have been no net profit, **business income loss** means the charges and expenses which necessarily continue less any loss from business operations that would have been sustained had there been no **material interruption**.

- C. “**Claim**” means any demand, **suit** for damages, **regulatory proceeding** or **PCI-DSS assessment** resulting from a **privacy or security event**. All **claims** because of a single **privacy or security event** will be deemed to be a single **claim** and to have been made at the time the first such **claim** is made against an **insured**, regardless of the number of individuals or entities making such **claims** or the time period over which such **claims** are made, even if subsequent **claims** are made after the **policy period**.
- D. “**Claim Expenses**” means:
1. Reasonable and necessary fees charged by attorneys **we** designated to assist with the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim**;
  2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim** and incurred by **us**; and
  3. Premiums on appeal bonds, attachment bonds or similar bonds; however, **we** are not obligated to apply for or furnish any such bond;

Provided, however, **claim expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of an **insured** or any charges by an **insured** for time spent cooperating with the investigation and defense of any **claim**;
  2. **privacy response expenses**; or
  3. **PCI-DSS assessments**.
- E. “**Computer System**” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
1. Operated by and either owned by or leased to **you**; or
  2. Operated by a third-party service provider and used to provide hosted computer application services to **you** or for processing, maintaining, hosting, or storing **your electronic data** pursuant to a written contract with **you** for such services.
- F. “**Cyber Extortion Expenses**” means all reasonable and necessary costs and expenses which **you** incur as a direct result of a **cyber extortion threat**, other than **cyber extortion monies**.
- G. “**Cyber Extortion Monies**” means any funds, including any cryptocurrency, which **you** pay, with **our** prior written consent, for the purpose of terminating the **cyber extortion threat**.
- H. “**Cyber Extortion Threat**” means a credible threat or series of related credible threats, including, but not limited to, a demand for **cyber extortion monies**, directed at **you** to:

1. Release, divulge, disseminate, destroy or use confidential information taken from an **insured** as a result of a **privacy or security event**;
  2. Introduce malicious code into a **computer system**;
  3. Corrupt, damage or destroy a **computer system**;
  4. Restrict or hinder access to a **computer system**;
- I. "**Electronic Data**" means any data stored electronically on a **computer system**, including without limitation **personal information**.
- J. "**Electronic Equipment and Electronic Data Damage**" means amounts payable by **us** under Section I. E.
- K. "**Expenses to Reduce Loss**" means expenses **you** incur during the **period of indemnity**, over and above normal operating expenses, for the purpose of reducing **business income loss** or shortening the **period of indemnity**.
- L. "**Extra Expenses**" means expenses **you** incur during the **period of indemnity**, other than **expenses to reduce loss**, that would not have been incurred but for a **material interruption**.
- M. "**Material Interruption**" means the actual and measurable interruption or suspension of **your** business directly caused by a **privacy or security event**.
- N. "**Network Interruption Costs**" means amounts payable by **us** under Section I. F.
- O. "**PCI-DSS Assessment**" means any monetary penalty owed by **you** due to **your** noncompliance with Payment Card Industry Data Security Standards under an agreement between **you** and a financial institution or other person enabling **you** to accept credit cards, debit cards, prepaid cards, or other payment cards.
- P. "**Period of Indemnity**" means the period of time beginning after the **waiting hours period** and ending at the earlier of:
1. In the case of a **computer system** operated by and either owned by or leased to **you**, the time **you** restore the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if **you** exercised due diligence and dispatch); or
  2. In the case of a **computer system** operated by a third-party service provider, the time the service provider restores the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if the service provider exercised due diligence and dispatch).

The **period of indemnity** shall not be cut short by the end of the **policy period**.

- Q. "**Personal Information**" means an individual's name in combination with one or more of the following:
1. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
  2. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

3. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
4. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, **personal information** does not include information that is lawfully available to the public, including without limitation information lawfully available from an **insured** or any local, state, federal or foreign governmental entity.

R. "**Privacy or Security Event**" means:

1. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **personal information** in **your** care, custody or control or for which **you** are legally responsible, regardless of whether such **personal information** is maintained in electronic, paper or any other format; or
2. A violation or failure of the security of a **computer system**, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any **privacy or security event** that is continuous or part of a series of repeated or related **privacy or security events** will be considered to be a single **privacy or security event** and will be considered to have commenced when the first such **privacy or security event** commenced regardless of:

1. The number of individuals or entities engaged in such **privacy or security events**;
2. The number of individuals or entities affected by such **privacy or security events**;
3. The number of locations where such **privacy or security events** occurred; or
4. The number of such **privacy or security events** occurring or period of time over which they occur, even if subsequent **privacy or security events** take place after the **policy period**.

S. "**Privacy Response Expenses**" means the following reasonable and necessary costs incurred by **you** within one year of the discovery of a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **personal information** in **your** care, custody or control or for which **you** are legally responsible:

1. For the services of a security expert designated by **us** to determine the scope and cause of a **privacy or security event** and the extent to which **personal information** was disclosed to or accessed by unauthorized persons;
2. For the services of consultants or attorneys designated by **us** to determine **your** obligations, if any, under applicable law to give notice to affected individuals;
3. To notify affected individuals if required by applicable law or if **you** voluntarily elect to give such notice, and for the services of a contractor designated by **us** to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;

4. For the services of a contractor designated by **us** to provide identity theft protection services to affected individuals if **you** elect to provide such services; and
5. For the services of a public relations consultant designated by **us** to avert or mitigate damage to **your** reputation as a result of the **privacy or security event**,

Provided, however, **privacy response expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of any **insured** or any charges by any **insured** for time spent cooperating with the investigation and response to any **privacy or security event**;
  2. **claim expenses**;
  3. **PCI-DSS assessments**;
  4. **electronic equipment and electronic data damage**;
  5. **network interruption costs**;
  6. **cyber extortion expenses**; or
  7. **cyber extortion monies**.
- T. “**Proof of Loss Preparation Costs**” means fees and expenses incurred by **you** for the services of a third-party forensic accounting firm to establish and prove the amount of loss, including those costs in connection with preparing a proof of loss. **Proof of loss preparation costs** does not include any fees or expenses for consultation on coverage or negotiation of claims.
- U. “**Property Damage**” means damage to, loss of use of, or destruction of any tangible property; however, **property damage** does not include the loss of use or damage of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, “tangible property” shall not include **electronic data**.
- V. “**Regulatory Penalties**” means any civil fine or civil monetary penalty imposed in a **regulatory proceeding** payable by **you** to the governmental entity bringing the **regulatory proceeding** and any sum of money that an **insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory proceeding**.
- W. “**Regulatory Proceeding**” means a request for information, civil investigative demand, **suit**, civil investigation, or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity’s regulatory or official capacity.
- X. “**Social Engineering Financial Fraud Event**” means the transfer of money to an account outside **your** control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of **yours**.
- Y. “**Social Engineering Financial Fraud Loss**” means loss of money directly resulting from a **social engineering financial fraud event**.

Z. **"Suit"** means a civil proceeding arising out of a *privacy or security event*.

AA. **"Waiting Hours Period"** means the number of hours set forth in the declarations pages of the policy to which this endorsement is attached that must elapse once a *material interruption* has begun.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

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### **A. Insuring Agreement Applicable to Terrorism Liability Amendatory Endorsement:**

The following insuring agreement is applicable to this Endorsement only and amends Insuring Agreement 1 located Section VIII General Liability. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** to others because of **bodily injury** or **property damage** caused by an act of **terrorism**.

### **B. Definition Applicable to Terrorism Liability Amendatory Endorsement:**

1. **Terrorism** means an act or series of acts, including the use of force or violence, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organizations, committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

### **C. Conditions Applicable to Terrorism Liability Amendatory Endorsement:**

1. This coverage is sublimited to \$500,000 per **occurrence** and in the aggregate annually;
2. The limits of indemnification shall be reduced by all sums paid by worker's compensation benefits or similar disability law if the claimant is **your** employee or volunteer;
3. This coverage is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT

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**A. Insuring Agreements Applicable to Public Land Fire Suppression Liability Amendatory Endorsement**

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that section VIII, General Liability Insurance, is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

**B. Conditions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement**

1. This coverage is limited to \$500,000 per **occurrence** and in the annual aggregate.

**C. Exclusions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement**

1. This endorsement does not cover penalties or fines imposed pursuant to state or federal law under any circumstance.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated. All other definitions listed in the General Definitions of this Policy apply when not amended within this Endorsement.**

## #5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

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The following insuring agreement is applicable to this Endorsement only and amends Insuring Provision 1 located Section V Property. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

**A. Section V does not cover**

1. Asbestos removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, **aircraft** impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage, or accidental discharge from automatic fire protective system.
2. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos.
3. Any governmental direction or request declaring that asbestos present in or part of or utilized on any undamaged portion of an **insured's** property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**



## #6 – EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT

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### Section V – Property is amended by the following:

#### A. Equipment Breakdown Insurance Endorsement

The following insuring provisions are applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring provisions are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover Equipment Breakdown insurance as listed below.

1. When an applicable limit for Equipment Breakdown is shown in the limits of indemnification section of the declarations page, this endorsement's intention is to clarify that the peril of **breakdown** is included for **covered equipment**.
2. **Limit of Indemnification.** The most **we** will pay for any and all coverages for loss or damage from any **one breakdown** is the applicable limit of insurance shown in the equipment breakdown section of the declarations page.
3. **Equipment Breakdown Coverage Extensions.** The limits for coverage extensions are part of, not in addition to, the limit of indemnification for equipment breakdown shown in the declarations page:
  - a. **Spoilage.** This endorsement covers the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
    - (i) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
    - (ii) **You** must own or be legally liable under written contract for the raw materials, property in process or finished products; and
    - (iii) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
  - b. This endorsement also covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage endorsement.
4. **Service Interruption.** This endorsement covers loss resulting from the interruption of utility services provided all of the following conditions are met:
  - a. The interruption is the direct result of a **breakdown to insured equipment** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which **you** receive;
  - b. The **insured equipment** is used to supply electricity, telecommunication services, air conditioning, heating, gas, fuel, sewer, water, refrigeration, or steam to **your premises**; and

- c. The **period of service interruption** lasts at least the consecutive period of time of the waiting period, which is twenty-four (24) hours. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

#### 5. **Business Income:**

- a. This endorsement covers **your** actual loss of business income that results directly from the necessary total or partial interruption of **your** business caused by a **breakdown**.
- b. This endorsement covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- c. **We** will consider the actual experience of **your** business before the **accident** and the probable experience **you** would have had without the **accident** in determining the amount of its payment.
- d. This coverage continues until the date the damaged property is repaired or replaced.

#### 6. **Expediting Costs:**

- a. This endorsement covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to **insured equipment** and to expedite the permanent repair or replacement of such damaged property caused by a **breakdown**.
- b. This coverage extension does not cover costs:
  - (1) Recoverable elsewhere in this policy; or
  - (2) Of permanent repair or replacement of damaged property.

#### 7. **Hazardous Substance:**

- a. This endorsement covers any additional expenses **you** incur for the clean-up, repair or replacement or disposal of **insured equipment** that is damaged, contaminated or polluted by a **hazardous substance** caused by a **breakdown**.
- b. As used here, additional expenses mean the additional cost incurred over and above the amount that **we** would have paid had no **hazardous substance** been involved with the loss.

8. **Ammonia Contamination.** This endorsement covers the spoilage to **insured equipment** contaminated by ammonia, including any salvage expense caused by a **breakdown**.

9. **Water Damage.** This endorsement covers the damage to **insured equipment** by water including any salvage expenses caused by a **breakdown**, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

10. **Consequential Loss.** This endorsement covers the reduction in the value of undamaged **stock** parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

11. **Electronic Data and Media.** This endorsement covers **your** cost to research, replace or restore damaged **electronic data** and **media** including the cost to reprogram instructions used in any computer equipment if the loss is caused by a **breakdown**.

12. **CFC Refrigerants.** This endorsement covers the additional cost to repair or replace **insured equipment** because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a **breakdown**. This means the additional expense to do the least expensive of the following:
- (a) Repair the damaged property and replace any lost CFC refrigerant;
  - (b) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
  - (c) Replace the system with one using a non-CFC refrigerant.
13. **Computer Equipment.** This endorsement covers for direct damage to **computer equipment** that is damaged by a **breakdown** to such equipment.

#### **B. Definitions Applicable to Equipment Breakdown Insurance Endorsement**

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. **"Breakdown"**
- a. Means the direct physical loss resulting from one or more of the following items that causes damage to **insured equipment** and necessitates its repair or replacement, unless such loss or damage is otherwise excluded within this section:
    - (i.) Failure of pressure or vacuum equipment;
    - (ii.) Mechanical failure including rupture or bursting caused by centrifugal force;
    - (iii.) Electrical failure including arcing;
    - (iv.) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by **you**, or operated under **your** control;
    - (v.) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
    - (vi.) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment;
  - b. Does not mean or include:
    - (i.) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
    - (ii.) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to **insured equipment**;
    - (iii.) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
    - (iv.) Damage to any vacuum tube, gas tube or brush;

- (v.) Damage to any structure or foundation supporting the **insured equipment** or any of its parts;
  - (vi.) The functioning of any safety or protective device; or
  - (vii.) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
2. **“Computer Equipment”** means property that is electronic computer or other electronic data processing equipment, including media and peripherals used in conjunction with such equipment.
3. **“Insured Equipment”**
- a. Means:
    - (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
    - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
    - (3) Communication equipment and computer equipment.
  - b. Does not mean or include any:
    - (1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum.
    - (2) Insulating or refractory material, but not excluding the glass lining of any **insured equipment**;
    - (3) Nonmetallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
    - (4) Catalyst;
    - (5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
    - (6) Structure, foundation, cabinet or compartment supporting or containing all or part of the **insured equipment** including penstock, draft tube or well casing;
    - (7) **Vehicle, aircraft**, self-propelled equipment or floating vessel, including any **insured equipment** that is mounted upon or solely with any one or more vehicle(s), **aircraft**, self-propelled equipment or floating vessel;
    - (8) Dragline, excavation or construction equipment including any **insured equipment** that is mounted upon or solely used with any one or more dragline(s), excavation, or construction equipment;
    - (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad or non-metal part or any part or tool subject to periodic replacement; or
    - (10) Equipment or any part of such equipment manufactured by **you** for sale; or
    - (11) Power and gas generation utility equipment.

4. **“Hazardous Substance”** means any substance other than ammonia that has been declared to be hazardous to health by a government agency. Ammonia is not considered to be a **hazardous substance** as respects this limitation.
5. **“One Breakdown”** means if an initial **breakdown** causes other **breakdowns**, all will be considered **one breakdown**. All **breakdowns** at any one **premises** that manifest themselves at the same time and are the direct result of the same cause will be considered **one breakdown**.
6. **“Stock”** means merchandise held in storage or for sale, raw materials, property in process or finished products, including supplies used in their packing or shipping.

### **C. Conditions Applicable to Equipment Breakdown Insurance Endorsement**

The following condition is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. **Suspension.** On discovery of a dangerous condition, **we** may immediately suspend machinery breakdown insurance on any machine, vessel, or part thereof by giving written notice to **you**. The suspended insurance may be reinstated once the dangerous condition is resolved.

## #7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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The following insuring agreement is applicable to this Endorsement only. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

### **A. INSURING AGREEMENT APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT**

The following insuring agreement is applicable to this Endorsement only. The below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions, Section III General Conditions, and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay **defense costs** for attorney fees incurred by **us** to obtain an opinion of legal counsel regarding the appropriateness of a proposed termination of employment of **your** employee(s) provided **you** first notify **us** of the proposed termination during the **policy period** and prior to such termination; and
2. The amounts payable under this endorsement are in addition to the defense costs limits stated within the declarations page of the policy to which this Endorsement is attached.

### **B. DEFINITIONS APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT**

The following definitions are applicable to this endorsement only. They may amend definitions located in Section II General Definitions of this policy.

1. **Defense costs** means costs **we** pay to **our** approved attorneys for attorney fees and related expenses. **Defense costs** will not include the salary, additional wages or costs of any employee of an **insured**.

### **C. LIMITS OF INSURANCE APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT**

1. We agree to pay up to \$2,500 in **defense costs** per termination considered not to exceed \$50,000 in the aggregate for all attorney consultations per **policy period**.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #8 ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

### A. INSURING AGREEMENT APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. We will reimburse costs incurred by you from the use of active assailant response resources resulting from an incident as defined herein, which first occurs during the policy period.

### B. DEFINITIONS APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

The following definitions are applicable to this Endorsement only. They may amend definitions located in Section II General Definitions of this policy.

1. Active assailant response resources mean any of the following used by you during the incident. This includes:
  - a) Public Relations Firm,
  - b) Crisis Management Firm,
  - c) Psychological counselling,
  - d) Environmental clean-up team,
  - e) Salvage and recovery clean up team,
  - f) Funeral expenses.
2. Costs means fees used to hire the services of active assailant response resources.
3. Incident means an event involving an assailant using a weapon and takes place on your business operation premises. However, for the purpose of this endorsement, the lawful actions of your employees or volunteers or elected officials or of a member of the security services or law enforcement officers when engaged in the line of duty, in the prevention of (or attempt to prevent) an incident shall not of itself be considered to be an incident within this meaning.
4. Weapon means firearms, explosive devices, knives, medical instruments, and corrosive substances.

### C. LIMITS OF INSURANCE APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

1. The limit of insurance for specified costs related to active assailant response resources is \$50,000 per incident and \$100,000 in the aggregate during one policy period.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

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# ICRMP

## *Multi-Lines*

# Insurance Policy

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This Policy of Insurance is issued by ICRMP for all public entity Members to be effective 12:01 A.M., October 1, 202~~1~~2 for one-year thereafter, unless sooner terminated, for all continuing Members pursuant to and consistent with the Joint Powers Subscribers Agreement approved by the ICRMP Board of Trustees to be effective for the policy year beginning at the time above stated.

If **you** utilize an independent insurance agent, we pay **your** agent a fixed percentage of the member contribution **you** pay us that is included in **your** member contribution. This compensation is to encourage independent agents to recommend ICRMP to public entities and to compensate agents for their services. If **you** have questions regarding this compensation, please contact **us**.



CLEAN COPY OF POLICY FOR 2022-23



# ICRMP

*Policy Year*

2022-2023

# PUBLIC ENTITY

## Multi-Lines Insurance

## Policy

*Issued for:*

**Sun Valley Air Service Board**

*Issued by:*

Idaho Counties Risk Management Program

3100 Vista Avenue, Suite 300, Boise, ID 83705

Phone: (208) 336-3100 ~ Fax: (208) 336-2100

[www.icrmp.org](http://www.icrmp.org)

August 25, 2022

TO: Sun Valley Air Service Board

RE: Terrorism Coverage for Policy Year Effective October 1, 2022

Dear Valued ICRMP Member:

Following the events of September 11, 2001, the nation's largest insurers took their case to Congress concerning their ability to withstand the financial consequences of additional terrorist acts that might take place on American soil. As a consequence, Congress enacted the Terrorism Risk Insurance Act (TRIA) that is intended to protect insured property owners by assuring that their property insurers are not overwhelmed by terrorism-driven claims. Local government risk sharing pools generally were excluded from TRIA.

Because ICRMP is regulated under Idaho law as a reciprocal insurer, federal law requires ICRMP to offer complete terrorism property coverage to its Members. In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your entity lists on our schedule of values against any "certified act of terrorism". We are providing property coverage by including the peril of terrorism as a cause of loss in Section V-Property of your renewal policy.

This is your ***formal notice*** as required by Federal Law and disclosure that there is not an additional premium for this coverage. The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

Sincerely,

Sandy Moser  
Underwriting Manager

# PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

**ISSUED BY IDAHO COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS**  
**3100 Vista Avenue, Suite 300**  
**Boise, Idaho 83705**  
**(208) 336-3100**

<b>Named Insured:</b>	Sun Valley Air Service Board
<b>Address:</b>	PO Box 416 Sun Valley, Idaho 83353
<b>Application Date:</b>	August 1, 2022
<b>Policy Number:</b>	42A15014100122
<b>Policy Period:</b>	<b>From:</b> October 1, 2022
	<b>To:</b> October 1, 2023
<i>Both dates above at 12:01 AM</i>	
<b>Member Contribution:</b>	\$1,686
<b>NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION</b>  As required by Article VIII, Section 4 and Article XII, section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP Subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact ICRMP at 208-336-3100.	

**PROPERTY**

Section V limit of indemnification is \$200,000,000 per occurrence and this limit is for all property coverages and all limits of indemnification combined with all public entity members collectively.

<i>Insuring Agreements</i>	<i>Limit of Indemnification</i>	<i>Coverage Basis</i>	<i>Deductible</i>
<b>Buildings, Structures &amp; Property, Mobile Equipment and Vehicle Physical Damage</b>			
<b><u>Sublimits:</u></b>			
Claim Preparation Fees & Expenses	\$100,000	Per covered occurrence.	The first \$1,000 per covered occurrence is applicable to Section V, Insurance Provided 1 and 2, excepting flood and earthquake losses.
Debris Removal	\$2,500,000 (greater of 25% of property damage, loss or limit shown)	Per covered occurrence.	
Earthquake	\$62,500,000	Per covered occurrence and/or in the Annual Aggregate with all Public Entity members combined in this policy year.	
Employee/Volunteer Property	\$50,000	Per occurrence.	
Evacuation Expenses	\$50,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	
Fire Brigade/Extinguishing	\$25,000	Per occurrence.	
Fine Arts	\$1,000,000	Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year.	
Flood Type 1*	\$12,500,000	Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year.	
Flood Type 2**	\$62,500,000	Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year.	
Inadvertently Omitted Items	\$2,500,000	Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year.	
Increased Cost of Construction	\$10,000,000	Per covered occurrence.	*Flood Type 1: The first \$500,000 per building and first \$500,000 per contents per covered occurrence.  **Flood Type 2: The first \$25,000 per covered occurrence.
Landscape Items	\$25,000	Per covered occurrence.	
Newly Acquired Property	\$10,000,000/120 days	Per covered occurrence and within 120 days of acquisition.	
Operational Disruption Expense	\$5,000,000	Per covered occurrence and includes sublimits as listed under heading.	
• Data Restoration	\$250,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Extra Expense	\$2,000,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Expediting Expense	\$500,000	Per covered occurrence and is included in the \$5,000,000 limit.	
• Leasehold Interest	\$1,000,000	Per covered occurrence and is included in the \$5,000,000 limit.	
Property in Course of Construction	\$5,000,000	Per covered occurrence.	
Property in Transit	\$1,000,000	Per covered occurrence.	
Protection & Preservation of Property	\$250,000	Per covered occurrence.	
Service Animals	\$25,000	Per covered occurrence.	
Unmanned Aircraft (Drones)	\$50,000	Per covered occurrence.	
Valuable Papers and Records	\$1,000,000	Per covered occurrence and includes sublimits as listed under heading.	
• Data Restoration Related to Valuable Papers and Records	\$250,000	Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.	

**----- CRIME INSURANCE-Section VI-----**

<b>Insuring Agreements</b>	<b>Limit of Indemnification</b>	<b>Coverage Basis</b>	<b>Deductible</b>
<b>1. Employee Dishonesty</b>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	The first \$5,000 of any loss in this section.
<b>2. Loss Inside Premises</b>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	
<b>3. Loss Outside Premises</b>	\$500,000	Per covered occurrence and in the aggregate for all claims annually.	
<b>4. Policy in Lieu of Public Officials Surety Bond</b>	\$50,000	Per covered occurrence and not to exceed \$500,000 in the aggregate for all claims annually.	
<b>Sublimit Notary Bond</b>	\$25,000	Per covered occurrence.	

**----- OCCURRENCE LIABILITY COVERAGES -----**

<b>Section and/or Insuring Agreements</b>	<b>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</b>	<b>Indemnification Limit for All Other Covered Claims</b>	<b>Defense Cost Limit for Covered Claims</b>	<b>Coverage Basis</b>
<b>AUTO LIABILITY- SECTION VII</b>				
<b>1. Automobile Liability (Accident Outside State of Idaho)</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered accident. Per covered accident.
<b>Automobile Liability (Accident Inside State of Idaho)</b>	\$500,000	\$500,000	Included in above	
<b>2. Automobile Medical Payments</b>	\$5,000 \$100,000	\$5,000 \$100,000	Not Applicable	Each person. Each accident.
<b>3. Uninsured / Underinsured Motorists</b>	\$100,000 \$300,000	\$100,000 \$300,000	Included in above	Each person. Each accident.
<b>GENERAL LIABILITY- SECTION VIII</b>				
<b>1. General Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered occurrence.
<u>Sublimits:</u>				
Sewer Backup	\$500,000	\$500,000	Included in above	Per covered occurrence.
Fire Suppression Liability	\$500,000	\$500,000	Included in above	Per covered occurrence.
<b>LAW ENFORCEMENT LIABILITY- SECTION IX</b>				
<b>Law Enforcement Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered occurrence.

**-----CLAIMS MADE LIABILITY COVERAGES-----**

<b>Section and/or Insuring Agreements</b>	<b>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</b>	<b>Indemnification Limit for All Other Covered Claims</b>	<b>Defense Cost Limit for Covered Claims</b>	<b>Coverage Basis</b>
<b>ERRORS &amp; OMISSIONS LIABILITY – SECTION X</b> <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <b>February 21, 2011</b>  1. <b>Errors &amp; Omissions Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<b>EMPLOYEE BENEFITS LIABILITY – SECTION XI</b> <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <b>February 21, 2011</b>  1. <b>Employee Benefits Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<b>EMPLOYMENT PRACTICES LIABILITY – SECTION XII</b> <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <b>February 21, 2011</b>  1. <b>Employment Practices Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim. Deductible applies as follows: The first \$20,000 per covered claim as detailed within the coverage section.
<b>SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XIII</b> <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <b>February 21, 2013</b>  1. <b>Sexual Molestation/Sexual Abuse Liability</b>	\$500,000	\$3,000,000	\$2,000,000	Per covered claim.
<b>CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV</b> <u>CLAIMS MADE COVERAGE</u> Retroactive Date: <b>February 21, 2011</b>  1. <b>Chemical Spraying Activities Liability</b>	\$500,000	\$500,000	\$500,000	Per covered claim and/or in the aggregate for multiple claims.

**ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV, AND XV COMBINED IS \$5,000,000.**



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## SECTION I - GENERAL INSURING AGREEMENT

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- A. Unless otherwise stated in a specific subsequent section or endorsement, the following General Insuring Agreements apply to all sections of this policy. Certain provisions in this policy restrict coverage or limit damage amounts. The entire policy should be read carefully to determine **your** rights and duties, and to determine what is and is not covered.
1. Idaho Counties Risk Management Program, Underwriters (ICRMP) agrees with the **named insured** as listed in the declarations pages of this policy made a part hereof, in consideration of the payment of the member contribution and subject to the limits of indemnification, insuring agreements, conditions, exclusions and other terms of this policy, as follows:
    - a. **We** will provide the insurance described in this policy and declarations pages if **you** have paid the member contribution and have complied with all policy provisions and conditions.
    - b. The insurance set forth in this policy is subject to the limits of indemnification as indicated on the declarations pages or as set forth within the policy or any other endorsements issued during this term.
    - c. The liability insuring agreements afforded by this policy responding to covered claims for **damages** brought pursuant to Title 6, Chapter 9, Idaho Code (the Idaho Tort Claims Act) are expressly limited to five hundred thousand dollars (\$500,000) per **occurrence**. It is the express intent of ICRMP to limit exposure and coverage to the limit of \$500,000 per covered claim, **accident, occurrence**, or loss as established by statute. Any reference to liability indemnification amounts in excess of five hundred thousand dollars (\$500,000) contained in this policy shall not apply to claims brought pursuant to the Idaho Tort Claims Act.
    - d. By acceptance of this policy **you** agree that the declarations pages accurately indicate the coverages **you** have purchased.
    - e. All limits of indemnification, including annual aggregate, are as stated in the declarations pages or within the accompanying policy.
    - f. The insurance provided by this policy applies to any covered claim or lawsuit filed and maintained only within the fifty (50) states, including the District of Columbia, of the United States of America.
    - g. In regard to defense of claims or lawsuits, **we** may investigate or settle any covered claim or **suit** against **you**. **We** will provide a defense with counsel of **our** choice, at **our** expense, if **you** are sued for a covered claim, unless specifically stated in the applicable coverage section that no coverage exists without a demand for **damages**. **Our** obligation to defend any claim or **suit** ends when either:
      - (1) The amount of loss or **damages we** pay equals the limit(s) of indemnification afforded as listed in the declaration pages under this policy; or
      - (2) The defense costs incurred by **us** equal the defense costs limit for covered claims afforded under this policy either for an individual claim, or in the aggregate as listed in the declaration pages under this policy.
  2. **Entire Agreement.** This policy, when read in concert with the Joint Powers Subscriber Agreement, embodies the entirety of the agreement existing between **you** and **us** relating to this Insurance. **You** acknowledge that **you** are responsible for maintaining information about **your** insurance needs and **you** have no power to bind ICRMP to provide insurance beyond that expressed in this policy, its endorsements, and its attendant declaration pages.
  3. **Titles.** The titles in this policy are only for reference. The titles do not in any way affect the provisions of this policy.

## SECTION II - GENERAL DEFINITIONS

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- A. Unless otherwise stated or amended in a specific subsequent section or endorsement, the following definitions are applicable to all sections and endorsements of this policy.
1. “**Accident**” means a sudden, unexpected, and unintended event.
  2. “**Aircraft**” means any contrivance used or designed to carry people in flight.
  3. “**Bodily Injury**” means physical injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these.
  4. “**Communicable Disease**” means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
    - a. 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
    - b. 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
    - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
  5. “**Damages**” means monetary compensation to be awarded through judgment in a court proceeding or through settlement agreed to by **us** to compensate a claimant for harm suffered.
  6. “**Discrimination**” means any actual or alleged:
    - a. Violation of any employment discrimination law; or
    - b. Disparate treatment of, or the failure or refusal to hire a person because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
  7. “**Employee Benefit Program**” means a program providing group life insurance, group accident or health insurance, or group dental, vision and hearing plans, retirement, profit sharing, unemployment insurance, or any other benefit provided that no one other than an employee of the **named insured** may subscribe to such insurance or plans and such benefits are made generally available to those employees who satisfy the plan’s eligibility requirements.
  8. “**Employment Sexual Harassment**” means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes harm when:
    - a. Submission to or rejection of such unwelcome conduct is made either explicitly or implicitly a condition of a person’s employment, or basis for employment decisions affect a person; or
    - b. Such conduct has the purpose or effect of unreasonably interfering with a person’s work performance or creates an intimidating, hostile or offensive work environment.
  9. “**Employment Harassment**” means any actual or alleged harassment, other than **employment sexual harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile or offensive work environment.
  10. “**First Aid**” means the rendering of emergency medical treatment at the time of an **accident** and only when other licensed medical professional care is not immediately available.

11. "**First Made**" means when **you** first give written notice to **us** that a claim has been made against **you**, but not later than the end of this **policy period** or any extended reporting period **we** provide. Reports of incidents or circumstances made by **you to us** as part of risk management or loss control services shall not be considered notice of a claim.
12. "**Fungi**" means any organism of the plant kingdom Fungi, which lacks chlorophyll and vascular tissue, including but not limited to, yeast, mold, mildew, rust, smut, mushrooms, spores, mycotoxins, or any other substances, odors, or byproducts arising out of the current or past presence of fungi.
13. "**Impaired Property**" means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous, or if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**.
14. "**Insured**" means:
  - a. The **named insured** and
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor.
15. "**Insured Property**" means the following property as listed on **your schedule of values**, unless excluded elsewhere in this policy, to the extent of the interest in such property:
  - a. Real property, including but not limited to buildings, remodeling, installations, and construction in which **you** have an insurable interest.
  - b. Personal Property:
    - (1) Owned by **you**, including **your** interest as a tenant in improvements and betterments; or
    - (2) Of **your** officers and employees on **your** property; or
    - (3) Of others in **your** custody to the extent **you** are under obligation to keep insured for physical loss or damage;
  - c. **Mobile equipment, vehicles, unmanned aircraft system** and watercraft **you** own, rent, or lease.
16. "**Jail Operations Services**" means activities relating to the detention of prisoners, arrestees or detainees at a detention facility, jail, work program, or other facility however described used to hold prisoners, arrestees, or detainees in the charge of an **insured**, while acting in the course and scope of employment on **your** behalf.
17. "**Law Enforcement Services**" means any law enforcement assistance or service performed by **your** law enforcement officer, including any necessary action or items to perform their duties, in the course and scope of employment on **your** behalf.
18. "**Mobile Equipment**" means equipment such as earthmovers, tractors, diggers, farm machinery, forklifts, heavy construction equipment, mobile medical equipment, etc., that even when self-propelled, are not considered **vehicles**.
19. "**Named Insured**" means the public entity identified in the declarations pages of this policy.
20. "**Normal**" means the condition that would have existed had no physical loss or damage occurred.
21. "**Occurrence**" means an **accident** or a continuous or repeated exposure to the same general conditions which result in **personal injury** and/or **property damage** during the **policy period**. All **personal injury** to one or more persons and/or **property damage** caused by an **accident** or a continuous or repeated

exposure to the same general conditions or a series of continuous, repeated or related **accidents** shall be deemed one **occurrence** regardless of the number of **insureds** involved, period of time or area over which such **personal injury** or **property damage** occurs or number of persons suffering **personal injury** or **property damage** and shall be deemed to occur when the first part of such **personal injury** or **property damage** commences.

22. "**Personal Injury**" means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, piracy, and any infringement of copyright of property, erroneous service of civil papers, assault, battery, and disparagement of property.
23. "**Policy Period**" means the period from the effective date of this policy to the expiration date stated in the declarations pages, or earlier termination date, if any, of this policy.
24. "**Pollutant(s)**" means:
  - a. Those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property;
  - b. Any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste, including debris and trash and materials to be recycled, reconditioned or reclaimed;
  - c. **Fungi**, mold, mildew, or silica;
  - d. Hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.
25. "**Premises**" means any real property or land possessed and controlled by **you** in **your** capacity as a possessor.
26. "**Property Damage**" means physical damage to or destruction of tangible property, including loss of use resulting from such physical damage or destruction.
27. "**Retaliation**" means any actual or alleged wrongful termination or other adverse employment action by any **insured** against a person or persons on account of:
  - a. Assistance, testimony or cooperation with a proceeding or investigation regarding alleged violations of law;
  - b. Exercise or attempted exercise of rights protected by law;
  - c. Disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law; or
  - d. Refusal to violate any law.
28. "**Sexual Molestation or Sexual Abuse Wrongful Act**" means any act or omission relating to:
  - a. The alleged, actual, threatened, unwelcome or offensive:
    - (1) Physical conduct of a sexual nature, including sexual abuse or molestation; or
    - (2) Verbal or written conduct of a sexual nature or conduct of a sexual nature using visual images, including conduct by electronic means;
  - b. Including:
    - (1) The negligent:

- (i.) Employment;
- (ii.) Investigation;
- (iii.) Supervision;
- (iv.) Reporting to proper authorities, or failure to so report; or
- (v.) Retention;

of a person for whom any **insured** is or ever was legally responsible and whose conduct is described in paragraph a.

- c. Breach of any legal obligation arising out of any conduct described in paragraph a. or b., or suspected or threatened conduct described in paragraph a. or b., or breach of any duty to any person who was subjected to any conduct described in paragraph a. or b.
29. “**Suit**” means a civil proceeding in which **damages** because of **bodily injury, property damage** or **personal injury** to which this insurance policy applies are alleged.
  30. “**Terrorism**” means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.
  31. “**Unmanned Aircraft System**” means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that unmanned aircraft. An unmanned aircraft is a component of an unmanned aircraft system. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within the or on the aircraft.
  32. “**Vehicle**” means any automobile, truck, van, bus, motorcycle, or other conveyance licensed for use on public roads.
  33. “**We**”, “**Us**” and “**Our**” means Idaho Counties Risk Management Program, Underwriters (ICRMP).
  34. “**Wrongful Act**” means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, or any error, misstatement, act or omission respectively by **you**, performed in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice act**. All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:
    - (1) related **wrongful acts** taking place thereafter;
    - (2) persons affected by related **wrongful acts**;
    - (3) locations where the related **wrongful acts** took place;
    - (4) ICRMP **policy periods** over which the related **wrongful acts** took place; or
    - (5) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.
  35. “**Wrongful Employment Practice Act**” means any actual or alleged employment-related act or omission in the form of one or more of the following:
    - a. **Discrimination**;



- b. Employment-related libel, slander, defamation;
- c. **Employment sexual harassment** or **employment harassment**;
- d. Negligent hiring, supervision, training, or retention.
- e. **Retaliation**;
- f. Violation of the Family Medical Leave Act;
- g. Wrongful discipline, deprivation of career opportunity, or evaluation;
- h. Wrongful termination.

All **wrongful employment practice acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful employment practice act**, which will be deemed to have occurred at the time the first such related **wrongful employment practice act** commenced, whether committed by the same person or two or more persons and without regard to the number of:

- (1) related **wrongful employment practice acts** taking place thereafter;
- (2) persons affected by related **wrongful employment practice acts**;
- (3) locations where the related **wrongful employment practice acts** took place;
- (4) ICRMP **policy periods** over which the related **wrongful employment practice acts** took place; or
- (5) Breaches of any legal obligation arising out of any related **wrongful employment practice act**, or suspected or threatened related **wrongful employment practice act**, or breaches of duty to any person affected by a related **employment wrongful practice act**.

36. "You" and "Your" means the **named insured** identified in the declarations pages of this policy.

37. "Your Product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
  - (i.) **You**;
  - (ii.) Others trading under **your** name; or
  - (iii.) A person or organization whose business or assets **you** have acquired; and
- (2) Containers, (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **your product**, and
- (2) The providing of or failure to provide warnings or instructions.

38. “**Your Work**” means:

- a. Work or operations performed by **you** or on **your** behalf; and
- b. Materials, parts, or equipment furnished in connection with such work or operations.
- c. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **your work**; and
  - (2) The providing of or failure to provide warnings or instructions.

## SECTION III – GENERAL CONDITIONS

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- A. Unless otherwise stated in a specific subsequent section or endorsement, the following conditions are applicable to all sections and endorsements of this policy.
1. **Apportionment.** In the event a **suit** alleges a claim which is covered by the terms of this policy and a claim which is not covered by the terms of this policy, **our** obligation for the costs of defense and payment of any award or settlement for **damages** shall be limited to only those sums related to a covered claim.
  2. **Assignment.** **Your** interests in this insurance may not be assigned.
  3. **Bankruptcy and Insolvency.** In the event of **your** bankruptcy or insolvency or any entity **you** comprise, **we** shall not be relieved of the payment of any claim by **you** or against **you** or the liquidator, receiver, or statutory successor of **you** under this policy without diminution because of **your** insolvency provided that **you** have timely paid **your** member contributions.
  4. **Cancellation and Nonrenewal.**
    - a. Cancellation.
      - (1) **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation. Cancellation will be effective on the later of the date requested by **you** or the date **we** receive the request.
      - (2) **We** may cancel this policy as follows:
        - (a) If this policy has been in effect for sixty (60) days or less, and is not a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation at least:
          - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
          - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
        - (b) If this policy has been in effect for more than sixty (60) days, or is a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation to **you** at least:
          - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
          - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for one or more of the following reasons:
            1. Nonpayment of member contribution;
            2. Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining a policy, continuing the policy or in presenting a claim under the policy;
            3. Acts or omissions on **your** part which increase any hazard insured against;
            4. Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

5. Loss of or decrease in reinsurance which provided **us** with coverage for all or part of the risk insured;
  6. A determination by the Director of Insurance that continuation of this policy would jeopardize **our** solvency or place **us** in violation of the insurance laws of Idaho or any other state; or
  7. Violation or breach by **you** of any policy terms or conditions other than nonpayment of member contribution.
- b. Nonrenewal.
- (1) If **we** elect to not renew this policy, **we** will mail or deliver to **you** a written notice of intention not to renew at least forty-five (45) days prior to the expiration date of the policy.
  - (2) If notice is not mailed or delivered at least forty-five (45) days before the expiration date of this policy, this policy will remain in effect until forty-five (45) days after notice is mailed or delivered.
  - (3) **We** will not mail or deliver this notice if:
    - (a) **We** have offered to renew this policy; or
    - (b) **You** have obtained replacement coverage; or
    - (c) **You** have agreed in writing to obtain replacement coverage.
5. **Currency.** The member contribution and losses under this insurance are payable in currency of the United States.
6. **Deductibles.** In each case of loss covered by this policy, **we** will be liable only if **you** sustain a loss in a single **occurrence** greater than the underlying limit or the applicable deductible specified in the declarations pages, insuring agreements or endorsements, and only for its share of that greater amount. In the event of any **occurrence** resulting in loss or damage insured against under this policy for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the **occurrence**.
7. **Dispute Resolution Procedure.** **You** and **we** agree that it is in **our** mutual interest to have a dispute resolution procedure in order to address potential disputes and disagreements as to whether or not a claim is covered by the terms and conditions of this policy. **You** and **we** agree that the dispute resolution procedure as set out in the Joint Powers Subscriber Agreement currently in force as of the effective date of this policy shall apply to address any potential disputes and disagreements as to coverage.
- a. Inapplicable to Certain Disputes and Disagreements:
- (1) These dispute resolution procedures do not apply to the appraisal condition set forth in the specific conditions applicable to the property insurance provided in section V of this policy, or to the arbitration condition set forth in the specific conditions applicable to the Automobile Liability Insuring Agreements set out in section VII of this policy.
  - (2) These dispute resolution procedures do not apply in any way to **our** decisions regarding terms of claim settlement, claim payment amount, or the claim investigation process.
8. **Duties After Occurrence, Accident, Wrongful Act, Wrongful Employment Practice Act, Sexual Molestation or Sexual Abuse Wrongful Act or Suit.**
- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or **suit** which may reasonably result in a claim. To the extent possible, notice should include:

- (1) How, when and where the **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** took place;
  - (2) The names, addresses and telephone numbers of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act.**
- b. If a claim is made or **suit** is brought against any **insured, you**, and any involved **insured** must:
- (1) Immediately record the specifics of the claim or **suit** and the date received.
  - (2) See that **we** receive written notice of the claim or **suit** as soon as practicable.
  - (3) Immediately send **us** copies of any claims, demands, notices, summonses or legal papers received in connection with the claim or **suit**,
  - (4) Authorize **us** to obtain records and other information, and provide a sworn statement, if requested;
  - (5) Cooperate with **us** in the investigation, or defense of the claim or **suit**, including but not limited to, attendance at hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses; and
  - (6) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this policy may also apply.
- c. **You** shall not, except at **your** own risk, voluntarily make a payment, assume any obligation, or incur any expense, other than for **first aid**, without **our** consent.
- d. **Your** failure to comply with the foregoing duties shall constitute a material breach deemed prejudicial to **us**, thereby entitling **us** to refuse any coverage for the **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act, or suit**, or any duties arising therefrom.
- e. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
9. **Extended Reporting Periods.** All coverage sections designated as claims-made are conditioned as follows if this policy is cancelled or not renewed for any reason:
- a. **We** will provide an Extended Reporting Period of thirty (30) days duration following immediately upon the effective date of nonrenewal or cancellation, to apply to a claim brought forth under the applicable coverage section which is **first made** in writing to **us** by **you** during the Extended Reporting Period but only by reason of a **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** which first commences on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination, and which is otherwise afforded by all coverages within this policy.
  - b. If, however, this policy is immediately succeeded by a similar claims-made insurance policy with any insurer, in which the retroactive date earlier than, the alleged **wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act**, the succeeding policy shall be deemed to be a replacement of this policy, and the extended reporting period will not apply. Once in effect, an extended reporting period cannot be canceled.
  - c. The extended reporting period does not reinstate or increase the limit(s) of indemnification applicable to any coverages of this policy.
10. **Inspections, Audit and Verification of Values.** **We** shall be permitted, but not obligated, to review or inspect **your** property, operations, records, and books, at any reasonable time. Neither **our** right to make

inspections or conduct reviews, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of **you** or others, to determine or warrant that such property or operations are safe or healthful. **We** will have no liability to **you** or any other person because of any inspection or failure to inspect. It is **your** responsibility to disclose accurate statements of value.

11. **Loss Payments.** When it has been determined that **we** are liable under this policy, **we** shall pay losses in excess of the stated deductible up to the limits of indemnification stated in the declarations pages. **Our** obligation to make loss payments shall arise as amounts owed are determined.
12. **Misrepresentation and Fraud.** This policy shall be void in entirety if, whether before or after a loss, you have:
  - a. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of any **insured**.
  - b. Made any attempt to defraud us; or
  - c. Made any false swearing.
13. **Mitigation.** In the event of a loss covered under this policy, **you** must take all reasonable steps to prevent further loss or damage.
14. **Multiple Insureds, Claims, Suits, or Claimants.** The limits of indemnification as stated in the declarations pages is the most we will pay on **your** behalf under this policy regardless of the number of:
  - a. **Insureds**;
  - b. **Insured vehicles** as defined in Section VII - Automobile Liability Insurance;
  - c. Claims made or **suits** brought; or
  - d. Persons or organizations making claims or bringing **suits**.
15. **No Benefit to Bailee.** **We** will not recognize any assignment or grant any coverage for the benefit of any person, entity or organization holding, storing, or transporting **your** property, regardless of any other provision of this policy.
16. **Non-Stacking of Insurance Coverage.** No individual or entity entitled to coverage under any coverage section of this policy shall recover duplicate payment for the same elements of loss under other coverage sections of this policy, or other policies written by **us**.
17. **Non-Stacking of Limits.**
  - a. **Claims Made Coverage – Single Claim.**
    - (1) All claims arising out of the same Errors and Omissions Liability **wrongful act** or a series of related Errors and Omissions Liability **wrongful acts** (Section X); or
    - (2) All claims arising out of the same Employee Benefit Liability **wrongful act** or a series of related Employee Benefit Liability **wrongful acts** (Section XI); or
    - (3) All claims arising out of the same Employment Practices Liability **wrongful employment practice act** or a series of related Employment Practices Liability **wrongful employment practice acts** (Section XII); or
    - (4) All claims arising out of the same **sexual molestation or sexual abuse wrongful act** or a series of **related sexual molestation or sexual abuse wrongful acts** (Section XIII); or
    - (5) All claims arising out of the same Chemical Spraying Activities Liability **wrongful act** or a series of related Chemical Spraying Activities Liability **wrongful acts** (Section XIV),

shall be treated as a single claim considered **first made** in writing to **us** by **you** during the **policy period** or any extended reporting period when the first of such claims is made. Only the affected coverage section's limits of indemnification as stated in the declarations page for that **policy period** apply to such single claim. **Wrongful acts, wrongful employment practice acts, or sexual molestation or sexual abuse wrongful acts** shall be deemed related if they have a common nexus with, or involve, a series of causally or logically related **wrongful acts, wrongful employment practice acts or sexual molestation or sexual abuse wrongful acts**.

b. **Multiple Insuring Agreements – Single Claim.** If a single claim is covered under two or more Insuring Agreements within a coverage section of this policy, our claim payment shall be limited to the higher limit(s) of indemnification as shown in the declarations page, and its corresponding deductible, if any, for that coverage section. If the affected Insuring Agreements have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the Insuring Agreement of the coverage section **we** deem to provide primary coverage for the claim.

c. **Multiple Coverage Sections – Single Claim.** If a single claim is covered under two or more coverage sections of this policy, our claim payment shall be limited to that coverage section with the higher limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of this policy. If the affected coverage sections have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the coverage section of this policy **we** deem to provide primary coverage for the claim.

d. **Multiple Coverage Sections – Related Claims; Claims Made Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy **we** issue, that provide claims made coverage; and
- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
- (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, occurrences, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

such related claims shall be treated as a single claim considered **first made** in writing to **us** by **you** during the **policy period** or during any extended reporting period when the first of such covered claim is made. Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy when the claim was considered **first made**.

e. **Multiple Coverage Sections – Related Claims; Occurrence Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, providing **occurrence**-based coverage; and
- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
- (3) Without regard to number of ICRMP **policy periods** over which the **occurrences** take place,

such related claims shall be treated as a single claim. The date of the first covered **occurrence** will determine the policy and its respective coverage section applicable to such single claim. Any claim payment(s) we make with respect to such single claim shall be limited to that policy's coverage section and its corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any.

f. **Multiple Coverage Sections – Related Claims; Claims Made / Occurrence Coverage.** If:

- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, that individually provide claims made coverage or **occurrence**-based coverages; and
- (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
- (3) Without regard to number of ICRMP **policy periods** over which the acts, errors, omissions, **occurrences**, events, **accidents, wrongful acts, wrongful employment practices acts, or sexual molestation or sexual abuse wrongful acts** take place,

such related claims shall be treated as a single claim. The policy and its corresponding coverage section that shall apply to such single claim shall be determined by the earlier of:

- (4) The date the first covered act, error, omission, **occurrence**, event, **accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act** or other covered loss takes place with respect to claims made coverage, conditioned upon that date being on or after the retroactive date, if any, and before the end of the applicable **policy period**; or
- (5) The date the first covered **occurrence** takes place with respect to **occurrence**-based coverage;

Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy determined by subparagraphs (4.) and (5.) above.

18. **Notice of Member Contribution or Coverage Changes.**

- a. **We** will mail or have delivered to **you** through **your** independent agent, at the last known mailing address, written notice of the following for a subsequent year at least thirty (30) days prior to the expiration date of this policy:
  - (1) A total member contribution increase greater than ten percent (10%) which is the result of a comparable increase in member contribution rates.
  - (2) Changes in deductibles.
  - (3) Reductions in limits of indemnification.
  - (4) Reductions in coverage.
- b. If **we** fail to provide at least thirty (30) day notice, the policy previously provided to **you** shall remain in effect until thirty (30) days after such notice is given or until the effective date of a replacement policy or self-insurance obtained by **you**, whichever occurs first.
- c. For purposes of this provision, notice is considered given on the date of mailing of the notice to **you**. Proof of mailing of conditions of renewal to the last known mailing address of **you** shall be sufficient proof of notice.

19. **Other Insurance.**

- a. If **you** have other insurance (whether primary, excess, or contingent), against loss covered by this Insurance, **we** shall be liable, under the terms of this Insurance only as excess of other insurance, collectable or not. Notwithstanding the foregoing, **you** may purchase insurance specifically in excess of this insurance. Such excess insurance shall not be considered "other insurance" for purposes of this condition.



- b. **We** will not be liable for any loss to the extent that **you** have collected such loss from others. Any other insurance that would have provided primary coverage in the absence of the policy will not be considered excess.
  - c. **You** are permitted to have other insurance for all, or any part, of any deductible in this policy. The existence of such other insurance will not prejudice recovery under this policy. If the limits of liability of such other insurance are greater than this policy's applicable deductible, this policy's insurance will apply only after such other insurance has been exhausted.
  - d. In the event this policy is deemed to contribute with other insurance, the limit of indemnification applicable at each **insured property**, for purposes of such contribution with other insurers, will be the latest amount described in this policy or the latest **insured property** value listed on **your** schedule of values.
20. **Policy Modification.** This policy contains all of the agreements between **you** and us concerning this insurance. **You** or **we** may request changes to this policy. This policy can only be changed by endorsements issued by **us** and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not:
- a. Create a waiver, or change any part of this policy; or
  - b. Prevent us from asserting any rights under the provisions of this policy.
21. **Reporting Property on Your Schedule of Values.** Coverage is conditioned upon information being entered into the online ICRMP e-Agent website.
22. **Salvage.** The salvage value of **your** damaged property may be credited against the amount **we** pay to replace **your** damaged property if **you** retain said property.
23. **Subrogation/Recovery/Right of Reimbursement.** If **we** make payment under this policy to **you** or on **your** behalf, and **you** or the person or entity for whom payment was made has a right to recover **damages**, **we** will be subrogated to that right. **You** must do whatever is necessary to enable **us** to exercise **our** rights and must do nothing to prejudice **our** rights. **We** may prosecute an action or pursue other lawful proceedings in **your** name for the recovery of these payments, and **you** must cooperate and assist **us** at **our** request. Any recovery from subrogation proceedings, less costs incurred by us in such proceedings, will be payable to you in the proportion that the amount of (1) any applicable deductible and/or (2) any provable uninsured loss, bears to the entire provable loss amount.
24. **Suit Against Us.** No **suit**, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following procedures are satisfied:
- a. As a condition precedent to filing **suit**, **you** have fully complied with all the provisions of this policy and the ICRMP Joint Powers Subscriber Agreement;
  - b. Any **suit** against **us** arising from a claim or loss must be filed within the State of Idaho allowable statute of limitations from the date we take our final action with respect to the claim or loss;
  - c. No one shall have any right to join **us** as a party or otherwise bring **us** into any action or **suit** against an **insured**.
25. **Terms of Policy to Conform to Statutes.** In the event any terms of this policy are determined to be in conflict with the statutes of the State of Idaho, they are hereby amended to conform to such statutes.

## SECTION IV - GENERAL EXCLUSIONS

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- A. Unless otherwise stated in a specific subsequent section or endorsement, the following exclusions are applicable to all sections of this policy. This policy does not cover in whole or in part, arising directly or indirectly out of, or resulting from any **personal injury, bodily injury, damages**, claim, **property damage**, damage to **insured property, wrongful act, wrongful employment practice act**, cost, expense, or any other type of loss, however characterized for:
1. **Aircraft.** This policy does not cover any claim resulting from or arising out of the ownership, maintenance, use, including loading or unloading, or entrustment to others of any **aircraft**, airfields, runways, or fueling stations related to aviation activities.
  2. **Asbestos, Dioxin or Polychlorinated Biphenyls.** This policy does not cover any claim caused by, resulting from, or contributed to by:
    - a. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, or polychlorinated biphenyls; or
    - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin, or polychlorinated biphenyls; or
    - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. and b. above; or
    - d. Any obligation of the **named insured** to indemnify or contribute with any party in connection with parts a., b., or c. above.
  3. **Bids or Estimates.** This policy does not cover any claim arising out of estimates of probable costs, or cost estimates being exceeded, or for faulty preparation of bid specifications or plans.
  4. **Civil and Criminal Penalties.** This policy does not cover any claim resulting from any civil penalties, criminal penalties, fines, or obligations to pay for public services rendered where such obligation is imposed or provided for pursuant to any federal, state, or local law, statute, ordinance, or regulation, however characterized, except as expressly provided elsewhere, herein.
  5. **Claims by Members against Past or Present Public Officials.** This policy does not cover the interest of any past or present employee, elected official, or agent arising out of any claim for money **damages**, monetary reimbursement or specific performance brought against such employee, elected official or agent by the **named insured** by whom the public official, employee, elected official or agent was employed or retained. Also excluded are those claims brought by an elected official, or by one appointed to fill an elected position for a **named insured** against another official of the same **named insured**, or the **named insured** itself, arising out of a dispute or interpretation involving the relative governmental authority of the elected officials of the **named insured**.
  6. **Communicable Disease.** This policy does not cover any claim or suit arising out of the actual or alleged transmission of a **communicable disease**. This exclusion applies even if the claims against an **insured** allege negligence or other wrongdoing in the:
    - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
    - b. Testing for a **communicable disease**;
    - c. Failure to prevent the spread of the **communicable disease**; or
    - d. Failure to report the **communicable disease** to authorities.

7. **Communications. *Personal injury* or *property damage*** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
  - d. Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
  
8. **Contractual Liability.** This policy does not cover a claim where the alleged harm for which compensation is sought derives from:
  - a. The performance or nonperformance of terms of a contract, whether written, oral, or implied, or concerns the measure of payment related to contract performance, derives from fines, penalties or administrative sanctions imposed by a governmental agency, or is generated by intergovernmental determination, calculation, handling, or allocation of funds according to the law. The claims for which this policy provides defense and indemnification must arise out of conduct of a tortious nature or be premised upon allegations of unlawful violation of civil rights pursuant to state or federal law.
  - b. The interests of the State of Idaho or the United States Government, or their officers, agents, employees, volunteers, officials, or trustees, for their conduct and activities arising out of or in any way related to any written, oral, or implied contract or agreement with **you**, or otherwise. Each governmental entity shall be responsible for its own conduct and activities under any contract.
  
9. **Course and Scope.** This policy does not cover any claim resulting from an act or omission outside the course and scope of employment or any act performed with malice or criminal intent. This exclusion applies regardless of whether any **insured** is charged with, or convicted of, a crime.
  
10. **Cyber Liability.** This policy does not cover:
  - a. Any claim, notification costs, credit monitoring expenses, forensic expenses, loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data and media; public relations expenses or any other loss; costs or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by losses related to computer-connected access to and/or computer disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information, except for that data that is required to be disclosed under the Idaho Public Records Act; or
  - b. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to computer virus. For this exclusion, computer virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'; or
  - c. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set; or
  - d. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **insured** to conduct business; or

- e. The failure of any of the following, whether owned by you or others due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time:
  - (1) Data processing equipment, software, data, or media;
  - (2) Hardware or software-based computer operating systems;
  - (3) Microprocessors;
  - (4) Integrated circuits; or,
  - (5) Any other electronic equipment, computerized equipment, or similar devices;
  
- 11. **Economic or Trade Sanctions.** This policy does not cover any claim and will not make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **us** to any penalty under any sanctions law or regulation.
  
- 12. **Earth Movement.** Any **bodily injury, personal injury** or **property damage** to others arising from subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other land or earth movement, including earthquake.
  
- 13. **Eminent Domain.** This policy does not cover any claim arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, inverse condemnation, annexation, regulatory takings, land use regulation, or planning and zoning activities or proceedings, however any such matters may be characterized, whether such liability accrues directly against **you** or by virtue of any agreement entered into by or on **your** behalf.
  
- 14. **Employee Benefits.** This policy does not cover any employee benefit related claim:
  - a. Arising directly or indirectly out of the failure of any investment in or by any **employee benefit program** including but not limited to stocks, bonds, or mutual funds to perform as represented by an **insured** or by any party authorized by an **insured** to offer benefits to employees.
  - b. Arising directly or indirectly out of the negligence, financial failure, or breach of contract by any health or employee benefit provider that the **named insured** contracts with to provide employee benefits.
  - c. Based upon an **insured's** failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits.
  - d. Arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
  - e. For benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
  - f. For errors in providing information on past performance of investment vehicles or advice given by an **insured** to participate or not to participate in or by any **employee benefit program**.
  - g. Arising directly or indirectly out of insolvency, poor performance, misrepresentation, or any other wrongful conduct of any **employee benefit program** provider.
  - h. Arising directly or indirectly out of **your** activities imposed on **you** under any of the following laws:
    - (1) The Employee Retirement Income Security Act of 1974(ERISA) including any subsequent amendments or any similar federal, state, or local law or regulation; or

- (2) The Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utilities Holding Act of 1935, the Pool Indenture Act of 1939, the Investment Company Act of 1940, or any State Blue Sky Laws; or
  - (3) The Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers' Compensation Act.
15. **Employee Defendants in Criminal Actions.** This policy does not cover any obligation of a ***named insured*** to make payments pursuant to Idaho Code § 6-610A, which provides for the payment of defense costs on behalf of certain employees of governmental entities who are named as defendants in a criminal action.
16. **Fungi.** This policy does not cover any claim caused by, arising out of, contributed to or resulting from or produced by:
- a. Any fungus(i) or spore(s);
  - b. Any solid, liquid, vapor or gas produced by or arising out of any fungus(i) or spore(s);
  - c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
  - d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(i) or spore(s);
  - e. The actual or threatened abatement, mitigation, removal or disposal of fungus(i) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
  - f. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with subparagraphs a. through e. above; or
  - g. Any obligation to indemnify or contribute with any party in connection with subparagraphs a. through f. above. For this exclusion fungus(i) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(i).
17. **Hostile or Warlike.** This policy does not cover any claim for:
- a. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any:
    - (1) Government or sovereign power (de jure or de facto);
    - (2) Military, naval or air force; or
    - (3) Agent or authority of any party specified in (1) or (2) above.
  - b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
  - c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an event.
  - d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
  - e. Risks of contraband, or illegal transportation or trade.

18. **Limits on Defense of Claims or Suit.** Notwithstanding any other provision of this policy, **we** will have no duty to investigate or defend any claim, **suit**, dispute, disagreement, or other proceeding seeking relief or redress in any form other than money **damages**, including but not limited to costs, fees, fines, penalties or expenses which any **insured** may become obligated to pay as a result of a consent decree, settlement, adverse judgment for declaratory relief or injunctive relief. Such denial of investigation or defense includes, but shall not be limited to any claim, **suit**, dispute, disagreement, or other proceeding:
- a. By or on behalf of any **named insured**, whether directly or derivatively, against:
    - (1) Any other **named insured**; or
    - (2) Any other federal, state or local governmental entity or political subdivision.
  - b. By the spouse, domestic partner, child, parent, brother, or sister of any **insured** for consequential injury as a result of any injury to an **insured**; or
  - c. Involving any intergovernmental agreement where any **named insured** is a party to the agreement(s); or
  - d. Unless specifically stated in the applicable coverage section, no coverage exists where there is no demand for **damages**.
19. **Incidental Medical Liability.** This policy does not cover any claim arising out of the rendering of or failure to render the following professional health care services:
- a. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
  - b. Any professional medical service by a physician, except supervisory physicians as defined by Idaho Code § 6-902A (2) (b), and only when performing those duties as outlined in Idaho Code § 6-902A (2) (a).; or
  - c. Any professional medical service by a physician's assistant, nurse practitioner or nurse; or
  - d. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
20. **Intentional Acts.** This policy does not cover any claim resulting from an act or omission intended or expected or deliberated on from the standpoint of any **insured** to cause **personal injury, bodily injury** or **property damage** to others or damage to **insured property**. This exclusion applies even if the **personal injury, bodily injury** or **property damage** is of a different kind or degree, or is sustained by a different person or property, than that intended or expected or deliberated on. This exclusion shall not apply to a claim resulting from the use of reasonable force to protect persons or property, or in the performance of a duty of the **insured**.
21. **Intergovernmental Claims.** This policy does not cover any claim alleging loss or damage arising or in any way related to a dispute or disagreement between an ICRMP member and another governmental entity, including another political subdivision, a state or the government of the United States involving any of the following:
- a. Claims of loss or damage between an ICRMP member and another governmental entity wherein there has been no **accident** or allegation of actual **bodily injury** or **property damage**.
  - b. The respective authority of public agencies to use governmental powers, irrespective of the style or nature of such claim.
  - c. The respective duty of public agencies to use governmental powers, irrespective of the style or nature of such claim.

- d. Intergovernmental disputes or disagreements concerning the exercise of powers or acceptance or assignment of duties by governmental entities to carry out public activities whether **damages** are claimed as a result of such dispute or disagreement, or not.
  - e. Claims in any way related to allocation of financial responsibilities between or among public agencies.
22. **Investigatory, Disciplinary or Criminal Proceedings.** This policy does not cover any claim arising from any investigatory, disciplinary, or criminal proceeding against an **insured**, except that **we** may at **our** own option, associate counsel in the defense of any such investigatory, administrative, or disciplinary proceeding. Should **we** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **we** may have pursuant to the terms, conditions, exclusions, and limitations of this policy.
23. **Lead.** This policy does not cover any claim caused by or contributed to by lead as described in parts a. through d. below:
- a. **Bodily injury, property damage or personal injury** arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
  - b. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
  - c. Any supervision, instructions, recommendations, warnings, or advice given, or which should have been given in connection with parts a. or b. of this subsection above; or
  - d. Any obligation to share **damages** with or repay someone else who must pay **damages** in connection with parts a., b. or c. of this subsection.
24. **Miscalculation or Legality of Assessments.** This policy does not cover any claim Involving miscalculation or legality of assessments, adjustments, disbursements, fees, licenses or the collection of taxes, fines, or penalties, including those imposed under the Internal Revenue Code or any state or local law, however described.
25. **Nuclear, Chemical and Biological Incident.** This policy does not cover a claim, loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence to the loss from:
- a. Nuclear detonation, reaction, radiation, radioactive contamination or hazardous properties of nuclear material of any type, however caused or characterized, including any loss or damage by fire resulting therefrom;
  - b. The dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, whether controlled or uncontrolled, or due to any act or condition incidental to any of the foregoing, whether such loss be proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured against by this policy, however such dispersal, application, release or exposure may have been caused.
26. **Opinion, Treatment, Consultation or Service.** This policy does not cover any claim based upon or attributable to the rendering or failure to render any opinion, treatment, consultation, or service, if such opinion, treatment, consultation, or service was rendered or failed to have been rendered while any **insured** was engaged in any activity for which they received compensation from any source other than as a public entity or an employee of a public entity.
27. **Pollution.** This is an absolute pollution exclusion. It is the intention of **you** and **us** that there is absolutely no coverage arising out of or relating to **pollutants**, however characterized, or defined. This policy does not cover any injury, loss, damage, costs, fines, penalties, or expenses of any kind directly or indirectly arising out of the actual, alleged, or threatened existence, discharge, dispersal, release or escape of **pollutants** or negligence in any way related thereto:

- a. At or from **premises** any **insured** now, or in the past, has owned, rented, or occupied, including but not limited to **premises** that any **insured** has operated or managed as an involuntary possessor; or
  - b. At or from any site or location used by or for any **insured** or others for the handling, storage, disposal, processing, or treatment of waste at any time; or
  - c. That at any time involves the transportation, handling, storage, treatment, disposal, or processing by or for any **insured** or any person or organization for whom any **insured** may be legally responsible:
    - (1) At or from any site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insureds** behalf are performing operations; or
    - (2) If the **pollutants** are brought on or to the site or location in connection with such operations; or
    - (3) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**;
  - d. Whether caused or alleged to have been caused by any **insured** or any other person, entity or third-party, however characterized; or
  - e. Arising out of any direction, request or order of any governmental agency, court of law, or other authority, that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**, including any and all costs or attorney's fees associated therewith; or
  - f. Arising out of the failure of the any **insured** to prevent or regulate **pollutants** generated or caused by any other person, entity, or third-party, however characterized; and
  - g. This exclusion shall not apply to tear gas or mace as applied by law enforcement personnel within the course and scope of their duties.
28. **Professional Board.** This policy does not cover any claim for any **insured** arising out of the rendering of or failure to render services as a member of a formal accreditation or similar board or committee of an **insured**, or as a person charged with the duty of executing directives of any such board or committee or officer or director, or other official of any organization, other than the **named insured**. This exclusion does not apply if an **insured** is serving at the direction of or on behalf of the **named insured** and is acting within the course and scope of their duties as such.
29. **Punitive Damages.** This policy does not cover any claim for exemplary or punitive **damages**, however characterized.
30. **Silica.** This policy does not cover any claim caused by or contributed to by silica as described in paragraphs a. and b. below:
- a. **Bodily injury, property damage, or personal injury** arising out of, resulting from, caused by, or contributed to by silica, exposure to silica or the use of silica, except for road or pedestrian way maintenance applications or operations;
  - b. Any **damages**, loss, cost, or expense arising out of any:
    - (1) claim or **suit** by or on behalf of any governmental authority or any other alleged responsible party because of, or request, demand, order or statutory or regulatory requirement that any **insured** or any other person or entity should be, or should be responsible for:
      - (i) Assessing the presence, absence, amount or effects of silica;
      - (ii) Identifying, sampling, or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or
      - (iii) Responding to silica in any way other;



- (2) supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with any of the paragraphs a. or b. above; or
  - (3) obligation to share **damages** with or repay someone else in connection with any of the provisions of paragraphs a. or b. above.
31. **Third Party Rights.** This policy is solely between **us** and **you**. Nothing in this policy shall in any manner create any obligations or establish any rights of action against **us** in favor of any third parties, or persons not parties to this policy, including but not limited to claimants against **you** or **us**.
32. **Terrorism.** This policy does not cover any claim loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any action taken in controlling, preventing, or suppressing **terrorism** whether controlled or uncontrolled, proximate, or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**, whether followed by fire or other perils, and whether certified as **terrorism** or not by the United States government.
33. **Wages.** This policy does not cover any claim for back wages or legal penalties to which an employee is lawfully entitled for work performed, including any claim for wages, **damages**, liquidated damages or any other form of compensation, however characterized, pursuant to, or derived in any way, from an employer's responsibility to comply with the Fair Labor Standards Act or other state or federal statute directing the manner or amount of payment of compensation to employees.
34. **Watercraft.** This policy does not cover any claim involving the ownership, maintenance, or use, including loading, and unloading, or entrustment to others of any watercraft over fifty (50) feet in length.
35. **Workers' Compensation and Other Benefits Laws.** This policy does not cover any obligation for which **you** may be held liable under any workers' compensation, unemployment compensation, disability benefits, or employer's liability law, or under any similar federal, state, or local law, ordinance, rule, or regulation, however characterized, as well as any claim or **suit** by a spouse, domestic partner, child, parent, or sibling of an **insured** as a consequence of **personal injury** to an **insured**.

## SECTION V – PROPERTY INSURANCE

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### A. Property Insurance Provided

The following insurance provided is applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below insurance provided is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section. These coverages as stated and sublimited below are subject to the applicable overall limit of indemnification within section V which is \$200,000,000 per **occurrence** and this limit is for all property coverages and all limits of indemnification combined with all public entity members collectively. This section covers property, as described herein, against all risks of direct physical loss of or direct physical damage to, except as excluded.

1. **Buildings, Structures and Property.** *We* agree to pay *you*, or on *your* behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage, including **terrorism**, **earth movement** and **flood**, to **your insured property** provided such loss or damage occurs during the **policy period** specified in the declaration pages.

a. **Additional Coverages.** This section includes various additional coverages for physical loss or damage. These additional coverages below will only apply after coverage is afforded under the insurance provided for buildings, structures, and property. The sublimits stated below are a part of, and not in addition to, the overall combined policy limit of indemnification of all public entity members collectively as stated above. Also, each sublimit below is the maximum amount potentially recoverable for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril. Each sublimited additional coverage below is subject to all policy provisions and this section's provisions, including applicable exclusions and deductibles, and apply on a per **occurrence** basis, unless otherwise stated. The additional coverages are as follows:

(1) **Claim Preparation Fees and Expenses.** This additional coverage provides for the actual costs *you* incur for reasonable fees payable to *your* accountants, architects, auditors, engineers, or other professionals for producing and certifying any particulars or details contained in *your* books or documents, or such other proofs, information or evidence required by us resulting from an insured loss payable under this section for which *we* have accepted coverage. Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them. Claim preparation fees and expenses are limited to a maximum of \$100,000 per **occurrence**.

(2) **Debris Removal.** This additional coverage provides for the reasonable and necessary costs incurred to remove debris from **your insured property** that remains as a direct result of physical loss or damage resulting from an insured loss payable under this section for which *we* have accepted coverage. This additional coverage does not cover the costs of removal of contaminated uninsured property or the contaminant in or on uninsured property whether or not the contamination results from insured physical loss or damage. Contamination includes, but is not limited to, the presence of a **pollutant** or hazardous material. Debris removal expenses are limited to \$2,500,000 or 25% of the loss, whichever is the greater, per **occurrence**.

(3) **Increased Cost of Construction.** This additional coverage provides for the reasonable and necessary costs incurred, described below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, resulting from an insured loss payable under this section for which *we* have accepted coverage provided. Increased cost of construction expenses is limited to a maximum of \$10,000,000 per **occurrence**. The specifics to this additional coverage are detailed as follows:

- a. Such law or ordinance is in force on the date of insured physical loss or damage; and
- b. Its enforcement is a direct result of such insured physical loss or damage; and

- c. This additional coverage does not cover any loss due to any law or ordinance with which **you** should have complied before the loss.
  - d. This additional coverage provides for the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance and the cost to:
    - (1) Demolish the physically undamaged portion of such property insured; and
    - (2) Rebuild it with materials and in a manner to satisfy such law or ordinance to the extent that such costs result when the total demolition of the physically damaged **insured property** is required to satisfy such law or ordinance.
  - e. This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of a **pollutant** or hazardous material.
  - f. The maximum liability for this additional coverage at each **insured property** in any occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured plus the lesser of:
    - (1) The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
    - (2) The cost of rebuilding on the same site.
- (4) **Fire Brigade Charges and Extinguishing Expenses.** This additional coverage provides for expenses resulting from a covered loss from fire brigade charges and any extinguishing expenses which you incur, and loss and disposal of fire extinguishing materials expended resulting from an insured loss payable under this section for which **we** have accepted coverage. These expenses are sublimited to \$25,000 per occurrence.
- (5) **Operational Disruption Expense.** This additional coverage provides for **operational disruption expenses** resulting from damage to **insured property** arising out of a covered loss under this section during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for all expenses related **to operational disruption expense** is \$5,000,000 per covered occurrence and includes all sublimits as listed below. The following sublimits apply:
- a. The maximum amount we will pay is \$250,000 for **operational disruption expenses** for any one occurrence or in the aggregate for multiple occurrences for damages involving actual interruption of the use of **your computer system** when caused by a covered loss, provided that the disruption is directly caused by damage to **your computer system**.
  - b. The maximum amount we will pay is \$500,000 for expediting expenses to cover the reasonable and necessary costs you incur to pay for the temporary repair of insured damage to **your insured property** and to expedite the permanent repair or replacement of such damaged property. This additional coverage does not cover costs recoverable elsewhere in this section or of permanent repair or replacement of damaged property.
  - c. The maximum amount we will pay is \$1,000,000 for leasehold interest loss and is subject to the following:
    - (1) If the lease agreement requires continuation of rent; and if the property is wholly untenable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenable or unusable, the proportion of the rent payable for the unexpired term of the lease.
    - (2) If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law; the **lease interest** for the first three months following the loss; and the **net lease interest** for the remaining unexpired term of the lease.

- (3) The leasehold interest does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from **you** exercising an option to cancel the lease; or from **your** act or omission that constitutes a default under the lease.
  - (4) In addition, there is no coverage for **your** loss of leasehold interest directly resulting from damage to contents or personal property.
- d. The maximum amount we will pay is \$2,000,000 for extra expense loss and is for the reasonable and necessary extra costs incurred by **you** of the following during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage and is outlined below:
- (1) Extra expenses to temporarily continue as nearly as **normal** as practicable the conduct of **your** operation and extra costs of temporarily using property or **your** facilities or others;
  - (2) Less any value remaining at the end of the **period of restoration** for property obtained in connection with the above.
- e. Extra expense does not cover:
- (1) Any loss of income.
  - (2) Costs that normally would have been incurred in conducting the operation during the same period had no physical loss or damage occurred.
  - (3) Cost of permanent repair or replacement of property that has been damaged or destroyed.
  - (4) Any expense recoverable elsewhere in this section.
- (6) **Property in the Course of Construction.** This additional coverage provides for projects in the course of construction up to a per occurrence limit of \$5,000,000 for each structure as listed per the **schedule of values** resulting from an insured loss payable under this section for which **we** have accepted coverage. This includes the necessary **soft costs**.
- (7) **Protection and Preservation of Property.** This additional coverage provides for reasonable and necessary costs incurred for actions to temporarily protect or preserve **insured property**, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. For this condition, reasonable and necessary includes, but is not limited to:
- a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing the **insured property**;
  - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
  - c. Costs incurred for the water used for fighting a fire in, on or exposing the **insured property**.
  - d. This additional coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.
- (8) **Valuable Papers and Records, and Electronic Data and Media.** This additional coverage provides for physical loss or damage to **valuable papers and records** and **electronic data and media** following physical damage or damage to **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for any one **occurrence** or in the aggregate for multiple **occurrences** is \$250,000 to restore data lost by **you** for an actual interruption of the use of **your computer system** when caused by a covered loss. The maximum amount **we** will pay for all other losses to **valuable papers and records** that are not electronic data or media is \$1,000,000 for any one **occurrence**. This additional coverage excludes loss or damage to property described below:

- a. Currency, money or securities;
  - b. Property held as samples or for sale for delivery after sale;
  - c. Errors or omissions in processing, programming, or copying unless physical damage not excluded by this policy results, in which event, this coverage will insure only such resulting damage.
2. **Mobile Equipment and Vehicle Physical Damage.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** to any **vehicle or mobile equipment** owned by **you**, or any **vehicle or mobile equipment** for which **you** have an obligation to provide adequate insurance because of an ownership or possessory interest, provided such loss or damage occurs during the **policy period** specified in the declaration pages.
  3. **Landscaping Items.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **your** outdoor trees, shrubs, plants or harvested crops. The most **we** will pay in any one **occurrence** is \$25,000.
  4. **Property of Employees or Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for damage to **your** employee or volunteer-owned personal property located within **insured property** up to a per **occurrence** limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
  5. **Vehicles or Mobile Equipment Owned by Employees or Authorized Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized volunteer on official business of the **named insured** up to a per occurrence limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
  6. **Search and Rescue.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized when engaged in search and rescue activities when actively participating in search and rescue mobilizations initiated by the Sheriff and is intended to provide primary insurance for that endeavor.
  7. **Property in Transit.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property**, while being transported by **you**, up to a per **occurrence** and/or in the aggregate limit of \$1,000,000 per **policy period**.
  8. **Unmanned Aircraft System.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$50,000 per **occurrence** for physical damage to unmanned aircraft (drones) weighing less than 55 pounds, flying at or below 400 feet above ground level, and incapable of travelling more than 100 miles per hour.
  9. **Inadvertently Omitted Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$2,500,000 of the repair or **functional replacement cost**, whichever is less, for property **you** inadvertently omit from **your schedule of values**.
  10. **Newly Acquired Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property** rented, leased, purchased, or newly constructed by **you** after the inception date of this policy, but prior to the expiration date. All newly acquired property shall be reported to **us** via the **schedule**

**of values** within one hundred twenty (120) days from the date of acquisition in order for coverage to continue and shall be limited to \$10,000,000

## **B. Definitions Applicable to Property Insurance Provided**

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Actual Cash Value**" means the amount it would cost to repair or replace **insured property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
2. "**Computer System**" means a system of computer hardware, software, and associated electronic devices that **you** operate or own.
3. "**Earthquake**" means a shaking or trembling of the earth that is tectonic or seismic in origin.
4. "**Earth Movement**" means any natural or man-made earth movement, including but not limited to **earthquake**, landslides, subsidence, or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion, or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this section. All **earth movement** within a continuous 168-hour period will be considered a single **earth movement**; the beginning of such period shall be determined by **you**.
5. "**Electronic Data and Media**" means all forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.
6. "**Fine Arts**" means manuscripts; paintings; etchings; pictures; murals; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding **vehicles**, coins, stamps, precious metals, watercraft, **aircraft**, money, or securities.
7. "**Flood**" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - a. Flood, or rising waters, waves, tide, or tidal water;
  - b. The unusual and rapid accumulation or runoff of surface water from any source; or,
  - c. Mudslide or mud flow caused by accumulation of water on or under the ground; the overflow of inland or tidal waters outside the **normal** watercourse or natural boundaries;
  - d. The release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.
  - e. However, physical damage by fire, explosion or sprinkler leakage resulting from **flood** is not considered to be loss by **flood** within the terms and conditions of this section. All flooding within a continuous 168-hour period will be considered a single **flood**; the beginning of such period shall be determined by **you**.
8. "**Flood Insurance Rate Map**" means the official map of a community on which the administrator has designated the special hazards area applicable to the community.
9. "**Functional Replacement Cost**" means the cost of replacing damaged **insured property** with similar property that will perform the same function but may not be identical to the damaged **insured property**.
10. "**Lease Interest**" means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of **your** lease.
11. "**Net Lease Interest**" means that sum which placed at 3% interest rate compounded annually would equal the **lease interest** (less any amounts otherwise payable).

12. **“Occurrence”** means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, snow or ice storm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing a loss, **you** may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the **insured property** occurs.
13. **“Operational Disruption Expense”** means costs incurred by the **named insured** in order to continue as nearly as practicable the **normal** operation of **your** public entity immediately following a covered loss. This includes the loss of any income, net of expenses, incurred during the **period of restoration** of the operation of the public entity.
14. **“Period of Restoration”** means that period of time that begins with the date of the direct physical loss of or direct physical damage to **insured property** and ends with the date when such part of the **insured property** as has been lost or damaged could, with the exercise of **your** due diligence or dispatch, be rebuilt, or replaced.
15. **“Replacement Cost”** means the cost to repair, rebuild, or replace with new materials of like kind, size, and quality, without deduction for depreciation.
16. **“Schedule of Values”** means those records describing **insured property** as entered into the ICRMP database by **you** or **your** independent insurance agent and kept on file with **us**.
17. **“Soft Costs”** means:
  - a. **Interest expense;**
  - b. General overhead-developer expenses and additional real estate taxes;
  - c. Legal or professional fees;
  - d. Marketing expenses and advertising expenses;
  - e. Debt service payments and insurance premiums;
  - f. Refinancing charges and bond interest;
  - g. Founders fees and miscellaneous operating expenses.
18. **“Special Flood Hazard Area”** means the areas of **flood insurance rate map** which are identified as Zones A, AO, AH, AI — A30, AE, A99, AR, AR/A, AR/AE, AR/A1 — A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as **special flood hazard areas** as specified above, only those **flood insurance rate maps** which were in effect at the time of the **flood** loss shall apply.
19. **“Vacant Property”** means a building is vacant if less than 10% of the total square footage is owned, rented or leased by **you** and contains inadequate contents to perform customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered **vacant**.
20. **“Valuable Papers and Records”** means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, but not including the monetary value of monies and/or securities

**C. Specific Conditions Applicable to Property Insurance Provided**

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Appraisal.** The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered.

- a. If **you** and **we** fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser. Each will notify the other of the appraiser selected within thirty (30) days of such demand. The two appraisers shall first select a competent, disinterested umpire. If the two appraisers fail to agree upon an umpire within thirty (30) days, **you** and **we** shall jointly move to have an umpire selected by a district judge in the State of Idaho to select an umpire. The appraisers shall then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of loss and the amount of loss, for each item of physical loss or damage. If the appraisers fail to agree within fourteen (14) days, they shall submit their differences to the umpire.
  - b. The umpire shall review the appraisals prepared by the appraisers selected by **you** and **us** and shall inspect the property prior to preparing the appraisal. The appraisers for **you** and **us** shall be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire shall identify each item of physical loss or damage and shall appraise the amount of loss for each item. The umpire's appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the coverage document and may be reduced by the application of a deductible called for by this policy.
  - c. **You** and **we** will each:
    - (1) Pay its chosen appraiser; and
    - (2) Bear equally the other expense of the appraisal and umpire.
    - (3) A demand for appraisal shall not relieve **you** of **your** continuing obligation to comply with the terms and conditions of this policy. **We** will not be held to have waived any of its right by any act relating to appraisal.
2. **Consequential Reduction in Value.** This section covers the reduction in value of insured merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage insured by this section to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, **you** will surrender the undamaged parts of such merchandise to **us**.
3. **Deductibles.** In each case of loss covered by this section, **we** will only be liable if **you** sustain a loss in a single occurrence greater than the underlying limit or the applicable deductible listed on the declarations page and only for its share of that greater amount.
- a. Flood Type 1: As respects buildings or structures wholly or partially situated in a **special flood hazard area** the following deductibles shall apply separately for loss from the peril of **flood**, as covered and defined under the National Flood Insurance Program:
    - (1) For all coverages insured against under this section, if **you** purchase coverage from the National Flood Insurance Program, the deductible shall be the greater of the amount recoverable from the National Flood Insurance Program or the **actual cash value**, not to exceed \$500,000. This deductible shall apply for each building or each structure for real property, and for contents at each building or each structure.
    - (2) For all coverages insured against under this section, if **you** do not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be \$ 500,000 at each building or each structure for real property, \$500,000 for contents at each building or each structure, and \$500,000 each for any other **insured property**.
    - (3) If the community is participating in the Emergency Program under the National Flood Insurance Program, \$500,000 as noted within this condition: Deductibles, a. (1) above is replaced with \$100,000. If the property is eligible for coverage in the Emergency Program, \$500,000 as noted within this condition, Deductible a. (2) is replaced with \$100,000.



- (4) However, these deductibles shall not apply to **insured property** located outside of an area designated as a **special flood hazard area** nor to ensuing physical loss, or damage or destruction not otherwise excluded herein. Further, the deductibles described under this condition, a., paragraphs (1), (2), and (3) above shall apply individually.
  - b. Flood Type 2: For all other **flood** losses, the deductible shall be as stated on the declarations pages at the beginning of this policy.
  - c. As respects losses from other covered losses, a deductible per occurrence for all **insured property** shall be as stated on the declarations pages at the beginning of this policy.
4. **Earthquake.** The sublimit for **earthquake**, as listed on the declarations page, is the maximum amount potentially recoverable for all public entity combined insured loss, damage, expense, or time element or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, the **earthquake** sublimit.
5. **Flood.** The sublimit for **flood**, as listed on the declarations page, is the maximum amount potentially recoverable for all public entity combined insured loss, damage, expense, or time element or other insured interest arising from or relating to such an **occurrence**. All other sublimits are a part of, and do not increase, the **flood** sublimit. Further, if **flood** occurs in conjunction with **earthquake**, the **flood** sublimit applies within and erodes the sublimit for that **earthquake** or **earth movement**.
6. **Schedule of Values.** Except for **vehicles**, buildings, other outdoor structures, and a summary accounting of all items included as contents within a building, other **insured property** need not be identified in the **schedule of values** if the value of the individual item is less than \$100,000. It is **your** responsibility, working with **your** independent insurance agent or reporting directly to **us** via the **schedule of values**, to make sure all **insured property** valued over \$100,000 is listed on **your schedule of values**. Further, items **you** list on the **schedule of values**, but excluded by the language within this policy, are not covered.
7. **Valuation of Loss.** Adjustment of the physical damage loss amount under this section will be computed as of the date of loss at the insured property, and for no more than your interest in the insured property, subject to the applicable sublimits either stated in the below text or on the declaration pages:
  - a. On **mobile equipment**, watercraft, **unmanned aircraft systems**, and **vehicles**:
    - (1) The cost to repair or replace the property with new **mobile equipment**, watercraft, **unmanned aircraft systems**, or **vehicles** of like kind and quality at the time of the loss, if less than or equal to two years from December 31 of the model year.
    - (2) The lesser of the **actual cash value** at the time of the loss or the cost to repair if greater than two years from December 31 of the model year.
    - (3) If not repaired or replaced, the **actual cash value**.
  - b. Stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
  - c. Property in transit:
    - (1) Property shipped to or on **your** account will be valued at **your** actual invoice. Included in the value are accrued costs and charges legally due. Charges may include **your** commission as selling agent.
    - (2) Property **you** sold and shipped to or for the purchaser's account will be valued at **your** selling invoice amount. Prepaid or advanced freight costs are included.
    - (3) Property not under invoice will be valued at the actual cash market value at the description point on the date of **occurrence** less any charges saved which would have become due and payable upon arrival at destination.

- d. Finished goods manufactured by **you**, the regular cash-selling price at the **insured property** where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
- e. Raw materials, supplies and other merchandise not manufactured by **you**:
  - (1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property, or
  - (2) If not repaired or replaced, the **actual cash value**.
- f. **Fine arts** articles, the lesser of and not to exceed \$1,000,000 per occurrence only if the item cannot be replaced with other like kind and quality:
  - (1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
  - (2) Cost to replace the article; or
  - (3) Current market value at time of loss.
  - (4) In the event a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, **we** will be liable for the lesser of the full value of such pair or set or the amount designated on the **schedule of values**, not to exceed our sublimit as stated above or in the declarations pages. **You** agree to surrender the pair or set to **us**.
- g. **Valuable Papers and Records**, and **Electronic Data and Media**.
  - (1) On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:
    - (i) The cost to repair, replace or restore data, programs or software including the costs to recreate research and engineer;
    - (ii) If not repaired, replaced, or restored within two years from the date of loss, the blank value of the media.
  - (2) On all other **Valuable Papers and Records**, and **Electronic Data and Media**, the lesser of the following:
    - (i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
    - (ii) The cost to replace the item.
- h. **Vacant Property**:
  - (1) if the building or leased **premises** has been **vacant** for a period of more than ninety (90) consecutive days before the loss or damage occurs, **we** will not pay for any loss or damage caused by any of the following:
    - (i) Vandalism
    - (ii) Sprinkler leakage
    - (iii) Building glass breakage
    - (iv) Water damage

(v) Theft, or attempted theft

(2) With respect to direct physical loss or damage, other than from caused listed above, and not otherwise excluded by this policy, **we** will reduce the amount **we** would otherwise pay for the loss or damage by 15%.

i. On all other **insured property**, wherein the value is \$1,000,000 or greater, as stated on the **schedule of values you** have on file with us, the loss amount will not exceed the lesser of the following:

(1) The cost to repair;

(2) The cost to rebuild or replace on the same site with new materials that are like size, kind and quality;

(3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;

(4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;

(5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.

(6) The increased cost of demolition, if any, resulting from loss covered by this section, if such property is scheduled for demolition;

(7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at **your** expense; or

(8) The **actual cash value** if such property is:

(i) Useless to **you**; or

(ii) Not repaired, replaced, or rebuilt on the same or another site within two years from the date of loss.

(9) **You** may elect not to repair or replace **insured property** lost, damaged, or destroyed. Loss settlement may be elected on the lesser of repair or **replacement cost** basis if the proceeds of such loss settlement are expended on other capital expenditures related to **your** operations within two years from the date of loss. As a condition of collecting on this item, such expenditure must be unplanned as of the date of loss and be made at an **insured property** under this section. This item does not extend to Demolition and Increased Cost of Construction.

j. On all other **insured property**, wherein the value is less than \$1,000,000 as listed on the schedule of values the loss amount will not exceed the lesser of the provisions in i., above and in no event will the loss costs exceed 125% of the value listed on the **schedule of values you** keep on file with **us**.

**8. Vehicles and Mobile Equipment that are Leased or Rented.** **Vehicles** and **mobile equipment** that are leased or rented to an **insured**, for less than ninety (90) days, and used for official business, are covered under this section, and are not required to be listed on the **schedule of values**.

#### **D. Exclusions Applicable to Property Insurance Provided**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Regard to all property, we do not cover loss or damage under the Property Insurance Provided of this section resulting directly or indirectly by or resulting from any of the following regardless of any other cause or event, whether or not insured by this section, contributing concurrently or in any other sequence to the loss:**
  - a. Loss or damage more specifically covered under any other section of this policy.
  - b. Moths, animals (other than collision with animals), vermin, termites, crickets, or other insects.
  - c. Inherent vice, latent defect, wear, tear or deterioration, depletion, whether sudden or gradual.
  - d. Contamination, corrosion, erosion, rust, wet or dry rot, mold, dampness of atmosphere or variations of temperature.
  - e. Accumulated effects of smog, smoke, vapor, liquid, or dust.
  - f. Loss of use, delay or loss of markets or opportunity.
  - g. Breakdown or derangement of any machinery or equipment, unless an insured peril ensues, and then only for the actual loss or damage caused by such ensuing peril.
  - h. Electrical appliances, devices, fixtures, or wiring caused by artificially generated electrical current, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion.
  - i. Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss.
  - j. Any fraudulent, dishonest, or criminal act, but not limited to theft, committed alone or in collusion with others at any time by any **insured**:
    - (1) Including theft of cash, securities, or other negotiable instruments, however described; or
    - (2) By any employee, proprietor, partner, director, trustee, or officer of any business or entity **you** engage to do anything in connection with **insured property**; or
    - (3) Acts of direct insured physical damage intentionally caused by **your** employees, elected, or appointed officials, volunteers or any individual specified in (2) above, and done without **your** knowledge. In no event, does this section cover loss by theft by any individual specified above.
  - k. Indirect or remote loss or damage.
  - l. Loss or damage or deterioration arising from any delay.
  - m. Interruption of business; except to the extent provided by this section.
  - n. Physical damage to **insured property** caused by water due to the intentional cessation of a building's heat source.
  - o. Lack of the following services when caused by an occurrence off the **insured property** and only if the lack of such a service directly causes physical damage insured by this section on the **insured property**, then only that resulting damage is insured:
    - (1) Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;
    - (2) incoming or outgoing sewerage;
  - p. incoming or outgoing telecommunications;

2. **With Regard to Buildings and Structures, we do not cover losses under the Property Insurance Provided of this section resulting directly or indirectly from:**

- a. Settling, cracking, bulging, shrinking or expansion of any paved surfaces, foundations (including any pedestal, pad, platform, or other property supporting machinery), walls, pavements, floors, ceilings, or roofs, except if damage is caused by a covered **accident**, or if damage to **insured property** is caused by **earth movement** or **flood**.
- b. Extremes or changes of temperature (except to machinery or equipment) or changes in relative humidity, regardless of whether or not atmospheric, except if damage to **insured property** is caused by **earth movement** or **flood**.
- c. Any increase of loss due to interference with rebuilding, repairing, or replacing a building, or with the resumption or continuation of business.
- d. Any increase of loss due to the suspension, lapse or cancellation of any lease, license, contract, or order.
- e. Loss or damage to **insured property** caused by or resulting from errors in design or testing of that **insured property**, except resultant physical loss or damage to other **insured property** insured by this section.
- f. Faulty workmanship, material or construction, or design from any cause, except resultant physical loss or damage to other **insured property** insured by this section and not excluded elsewhere.
- g. Physical damage to **insured property** caused by groundwater unrelated to **flood**.
- h. Loss from enforcement of any law or ordinance:
  - (1) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
  - (2) Requiring the demolition of any property, including the cost in removing its debris; or
  - (3) except as granted by the property insurance provided for Debris Removal and Increased Cost of Construction additional coverage.

3. **With Regard to Property in Course of Construction, we do not cover losses under the Property Insurance Provided of this Section resulting directly or indirectly from:**

- a. Penalties for non-completion of, or delay in, completion of contract or non-compliance with contract conditions, nor for loss of use of occupancy, however caused.

4. **With Regard to specific types of property, we do not cover physical loss or physical damage to the following property:**

- a. All animals and birds, except **your** service animals. For **your** service animals, **our** liability for such loss shall not exceed \$25,000 per **occurrence**, for injury, sickness, or death.
- b. Land, water, standing timber or any other substance in or on land.
- c. **Aircraft**, spacecraft, or satellites.
- d. Retaining walls not constituting part of a building when loss is caused by ice or water pressure.
- e. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern or mining property located below the surface of the ground.
- f. Any property undergoing insulation breakdown tests.
- g. Currency, money, precious metal in bullion form, notes, or securities.

- h. Jewelry, furs, precious metals, or precious stones.
- i. Dams, including earthen dams, levies, canals, reservoirs, ditches, or retaining ponds.
- j. All liners, or membranes, however characterized, with the intent and design to separate, retain or hold water, sewage, trash, dirt, debris, or any other material.
- k. Roadways, highways, streets, bridges, tunnels, guardrails, pavements, parking lots, curbs, culverts, sidewalks, pathways, pedestrian walkways, or other transportation conveyance infrastructure, however characterized.
- l. Underground pipes or underground wiring.
- m. Any **mobile equipment, vehicle**, watercraft, or other property while participating in any prearranged or organized racing, speed, or demolition contest or in any stunting activity, including practice or preparation for any such contest or activity.
- n. Overhead transmission and distribution lines located more than 1 mile from **your** structures listed on the **schedule of values**.
- o. Data or fiber optic transmission lines and conduit not contained within walls of **insured property**.
- p. Equipment used to produce power or gas primarily for distribution to third parties.
- q. Loss or damage from any repairing, restoration or retouching process related to **fine arts**.

## SECTION VI - CRIME INSURANCE

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### A. Insuring Agreements Applicable to Crime Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Employee Dishonesty or Fraud.** We agree to pay the **named insured**, or on its behalf, for loss of money, securities and other financial instruments or theft of **your** property by an **employee** sustained by the **named insured** resulting directly from one or more **dishonest or fraudulent acts** committed by an **employee** of the **named insured**, acting alone or in collusion with others.
2. **Loss Inside the Premises.** We agree to pay the **named insured**, or on its behalf, for loss of money and securities of the **named insured** by the actual destruction, disappearance or **wrongful taking** within the **premises**.
3. **Loss Outside the Premises.** We agree to pay the **named insured**, or on its behalf, for loss of money and securities of the **named insured** by the actual destruction, disappearance or **wrongful taking** thereof, outside the **premises** while being conveyed by a **messenger** or any armored motor vehicle company.
4. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or **employees** to the extent required by the Idaho Code bonding requirements for public officials, including notary public.

### B. Definitions Applicable to Crime Insuring Agreements

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Dishonest or Fraudulent Acts**" means acts committed by an **employee** of the **named insured** which
  - a. Cause the **named insured** to sustain such loss; or
  - b. Results in financial benefit to the **employee**, or another person or organization intended by the **employee** to receive such benefit, not otherwise entitled to.
2. "**Employee**" shall be as defined by the Idaho Tort Claims Act (Idaho Code, chapter 9, title 6).
3. "**Social Engineering Financial Fraud**" means the transfer of **money** or **securities** to an account outside **your** control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of the **yours**.
4. "**Social Engineering Financial Fraud Loss**" means loss of money or securities in a **social engineering financial fraud**.
5. "**Messenger**" means any **employee** who is duly authorized by the **named insured** to have the care and custody of an **insured** property outside the **premises**.
6. "**Premises**" means the interior of that portion of any building which is occupied by the **named insured** in conducting its business.

7. "**Wrongful Taking**" means an unauthorized conversion or theft of money, securities, money orders, counterfeit currency, depositor's forgery, or other financial instruments, whether or not proven in a court of law.

**C. Specific Conditions Applicable to Crime Insuring Agreements**

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **All Incidents - One Loss.** All losses incidental to an actual or attempted fraudulent, dishonest, or criminal act, or series of related acts, whether committed by one or more persons, shall be deemed one loss. The applicable limits of indemnification stated in the declarations pages are the total limit of **our** liability with respect to all losses arising out of any one occurrence.
2. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or **employees** to the extent required by the Idaho Code bonding requirements for public officials.
3. **Limits of Indemnification for Multiple Policy Periods.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for all losses caused by any **employee** or in which such **employee** is concerned or implicated. Regardless of the number of years this policy shall continue in force and the number of member contributions which shall be payable or paid, the limits of indemnification specified in the declarations pages shall not be cumulative from year to year or period to period. The maximum total loss paid to any **named insured** shall not exceed the limits of indemnification stated in the policy year during which a claim is made.
4. **Loss Caused by Unidentified Employees.** If a loss is alleged to have been caused by the fraud or dishonesty of any one or more **employees**, and the **named insured** shall be unable to designate the specific **employee** or **employees** causing such loss, the **named insured** shall nevertheless have the benefit of Insuring Agreement 1, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more **employees** of the **named insured**.
5. **Notary Public.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for claims in which the **insured** shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the **insured** by reason of any negligent act, error or omission, committed or alleged to have been committed by the **insured**, arising out of the performance of notarial service for **you** or others in the **insured's** capacity as a duly commissioned and sworn notary public. This coverage applies to notarial actions outside of employment and coverage will not expire until the notary's commission certificate expires.
6. **Ownership Interest.** Money, securities, and other financial instruments may be covered by this policy whether owned by the **named insured** or held by the **named insured** in its care, custody, or control.
7. **Recoveries.** To the extent that a loss of the **named insured** exceeds the limits of indemnification applicable to this section, the **named insured** shall be entitled to recoveries from third parties until the **named insured** is fully reimbursed. Any remaining recovery shall be paid to **us**. Audit fees incurred by **us** toward establishing **your** loss values will be deducted from the ultimate net loss.

**D. Exclusions Applicable to Crime Insuring Agreements**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **All Crime Insuring Agreements of this Section do not provide coverage for:**
  - a. Any claim or loss more specifically covered under any other section of this policy.
  - b. Any claim for the potential income or increase including, but not limited to, interest and dividends, not realized by the **named insured** because of a loss covered under this section.



- c. Any claim for costs, fees or other expenses incurred by the **named insured** in establishing the existence or amount of loss, covered under this section.
- d. Any claim for the funds collected or retained for any state or Federal agency pursuant to requirements established by law or pursuant to a mutual agreement.
- e. Any loss claimed involving conduct that occurred more than two (2) years prior to the date of the claim.
- f. Any loss claimed involving **social engineering financial fraud** from a **social engineering financial fraud loss** or event.

2. **Crime Insuring Agreement 1 does not cover:**

- a. Any loss, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.
- b. Any claim of loss concerning any fiscal year wherein financial records of the political subdivision have not been timely audited by a certified public accountant in accordance with the requirements of Idaho Code §67-450B or §67-450C, as appropriate.

3. **Crime Insuring Agreement 2 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest, or criminal act by any **employee**, director, trustee, or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
  - (1) The giving or surrendering of money or securities in any exchange or purchase;
  - (2) Accounting or arithmetical errors or omissions;
  - (3) Manuscripts, books of account, or records; or
  - (4) Presentation or acceptance of any check returned for insufficient funds.
- c. Any claim or loss of money contained in coin operated amusement devices or vending machines unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein.

4. **Crime Insuring Agreement 3 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest, or criminal act by any **employee**, director, trustee, or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
  - (1) The giving or surrendering of money or securities in any exchange or purchase;
  - (2) Accounting or arithmetical errors or omissions; or
  - (3) Manuscripts, books of account or records.
- c. Any insured claim or loss of money, securities, and other financial instruments of the **named insured** while in the custody of any armored motor vehicle company, except as excess policy over amounts recovered or received by the **named insured** under:
  - (1) The contract of the **named insured** with said armored motor vehicle company;

- (2) Insurance carried by said armored motor vehicle company for the benefit of users of its services; and
- (3) All other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service.

**5. Crime Insuring Agreement 4 does not provide coverage for:**

a. Coverage under this section does not apply to:

- (1) any dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of any ***insured***;
- (2) Willful or intentional disregard of the law;
- (3) Bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions;
- (4) Injury to or destruction of any tangible property, including the loss of use thereof;
- (5) Fines or penalties imposed by law on any ***insured***;
- (6) Punitive, treble, exemplary, or similarly categorized damages, including fines and penalties; or
- (7) Performance of notarial service for any business which an ***insured*** owns, is a partner of, manages or controls.

## SECTION VII – AUTOMOBILE LIABILITY INSURANCE

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### A. Automobile Liability Insuring Agreements

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Automobile Liability.** *We* agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** caused by an **occurrence** during the **policy period** and arising out of the ownership, maintenance, use, loading or unloading of an **insured vehicle**.
2. **Automobile Medical Payments.** *We* agree to pay **medical expenses** incurred within the **policy period** and within ten (10) days of a **vehicle accident** as shall be necessary because of **bodily injury** caused by an **occurrence** in a vehicle owned or rented to an **insured**. Any such **medical expenses** must be reported within one hundred eighty (180) days of the **occurrence**.
3. **Uninsured or Underinsured Motorists.**
  - a. *We* agree to pay **damages** for **bodily injury** which an **insured** is legally entitled to recover from the owner or operator of an **uninsured automobile** or **underinsured automobile**. The **bodily injury** must be caused by an **occurrence** resulting in **bodily injury** during the **policy period** and arise out of the ownership, maintenance or use of an **uninsured automobile** or **underinsured automobile**. *We* will pay **damages** under this Insuring Agreement only after the limits of indemnification under any applicable bodily injury liability policies or bonds have been exhausted in payments, settlements, or judgments and after all worker's compensation benefits an employee may be entitled to have been paid.
  - b. The limits of indemnification shall be reduced by:
    - (1) All sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible for causing the **bodily injury**; and
    - (2) All sums paid by worker's compensation benefits or similar disability law.

### B. Definitions Applicable to Automobile Liability Insurance Agreements

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Insured**" means:
  - a. With respect to Insuring Agreement 1, an **insured** or anyone else while in an **insured vehicle** with the permission of the **insured**.
  - b. With respect to Insuring Agreement 2, anyone **occupying** an **insured vehicle** with the permission of the **insured**.
  - c. With respect to Insuring Agreement 3, an **insured** or anyone else while **occupying** an **insured vehicle** with the permission of the **insured**.
2. "**Insured Vehicle**" means a **vehicle** owned by the **named insured** or a non-owned **vehicle** while operated by an **insured** in the course and scope of their duties or such use that is otherwise authorized by the **named insured**.

3. "**Medical Expenses**" means expenses for necessary medical, surgical, x-ray and dental services, ambulance, hospital, professional nursing, and funeral services.
4. "**Occupying**" with regard to Insuring Agreement 2 and 3 of this section means an individual who, at the time of the **accident**, is in physical contact with an **insured vehicle**.
5. "**Underinsured Automobile**" means a **vehicle** for which the sum of liability limits of all applicable liability bonds or policies at the time of an **accident** is less than the limits of indemnification applicable to Insuring Agreement 3 of this section.
6. "**Uninsured Automobile**" means a **vehicle**:
  - a. To which a **bodily injury** liability bond or policy does not apply at the time of the **accident**.
  - b. For which an insuring or bonding company denies coverage or has become insolvent.
  - c. Which is a hit-and-run **vehicle** and neither the driver nor the owner can be identified. The hit-and-run **vehicle** must come in contact with an **insured vehicle**.

**C. Specific Conditions Applicable to Automobile Liability Insurance Agreements**

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this Section is subject to the following conditions:**
  - a. **Vehicles Owned by Employees or Authorized Volunteers.** A **vehicle** owned by an employee or authorized volunteer of the **named insured** is provided auto liability coverage by this section while the **vehicle** is being used by an employee or authorized volunteer on official business of the **named insured**. This policy shall be deemed secondary to the policy of the employee's or authorized volunteer's personal insurance, which is deemed to be primary insurance. The intent of this special condition shall not be interpreted to extend this policy to a **vehicle** owned by other public or private entities which are made available to the **named insured** or its employees. For these non-owned **vehicles**, the terms and conditions already contained in this policy shall apply. This specific condition does not apply to volunteers engaged in search and rescue activities as coverage is intended to be primary insurance for search and rescue volunteers only when actively participating in search and rescue mobilizations initiated by the county Sheriff.
  - b. **Non-Duplication of Benefits.** There shall be no duplication of payments under this section for Insuring Agreements 1, 2 and 3, respectively, of this policy. Any amounts payable under these respective insuring agreements will be reduced by the amount of any advance payments.
2. **With Respect to Insuring Agreement 2, Automobile Medical Payments Insurance of this section has the following conditions:**
  - a. **Examinations/Medical Reports.** The injured person may be required to take physical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to any such claim.
  - b. **Notice of Loss.** As soon as possible, any person making a claim under this Insuring Agreement must give **us** written notice. It must include all details **we** may need to determine the amounts payable.
3. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this section has the following conditions:**
  - a. **Arbitration.** If **we** and any person entitled to recover under Insuring Agreement 3 fail to agree on the amount of **damages** thereof, the amount shall be settled by arbitration. In that event, each party will select an arbitrator. The two arbitrators will then select a third arbitrator. If they cannot agree upon a third arbitrator within thirty (30) days, both parties can ask a district judge in the State of Idaho to select the third arbitrator. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Written

decisions of any two arbitrators will determine the issues and will be binding. The arbitration will take place pursuant to the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9, unless both parties agree otherwise. Attorney's fees and fees paid to medical and other expert witnesses as part of the arbitration proceeding will not be considered arbitration expenses. These costs and expenses will be paid by the party incurring them.

- b. **Hit-and-Run Accident.** At **our** request, **you** shall make available for inspection any **vehicle** which any **insured** was **occupying** at the time of a hit-and-run **accident**. **You** must also notify a law enforcement agency within twenty-four (24) hours of any hit-and-run **accident**. **You** must also notify **us** of any such hit-and-run **accident** within seven (7) days of any such **accident**. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement 3, and render any insurance provided null and void.
- c. **Medical Examinations.** The injured person may be required to take, at **our** expense, physical examinations by physicians **we** choose, as often as **we** reasonably require.
- d. **Non-Binding Judgment.** No judgment resulting from a **suit** brought without **our** written consent, or which **we** are not a party to, is binding on **us**, either for determining the liability of the **uninsured automobile or underinsured automobile** or owner, or the amount of **damages** sustained.
- e. **Prejudgment or Pre-Arbitration Award Interest.** Prejudgment or pre-arbitration award interest shall not begin to accrue until the date that the proof of loss is received by **us**.
- f. **Proof of Loss.** A proof of loss must be served upon **us** as soon as practicable following any such **accident** causing the injury in order to determine the amounts payable. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement, and renders any insurance provided null and void. Each proof of loss presented shall accurately describe the conduct and circumstances which brought about the injury, state the time and place the injury occurred, state the names of all persons involved, and shall contain the amount of **damages** claimed, together with any and all records that exist pertaining to said injury. Said records shall consist of 1) all police reports pertaining to the **accident**, and 2) complete medical and billing records from all institutions (hospitals, rehabilitation facilities, and nursing homes) and physician offices. A signed medical records release form must be provided with the proof of loss giving **us** authorization to obtain additional medical reports and other records pertinent to any such loss.
- g. **Tentative Settlement.** A person seeking Underinsured Motorists Coverage must promptly notify **us** in writing of a tentative settlement between the **insured** and the insurer of the **underinsured automobile** and allow **us** to advance payment to that **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve **our** rights against the insurer, owner, or operator of such **underinsured automobile**.

#### **D. Exclusions Applicable to Automobile Liability Insurance Agreements**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this section does not apply to any claim:**
  - a. Or **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
  - b. Of **bodily injury** sustained by any person, including an **insured**, engaged in the maintenance or repair of an **insured vehicle**.
  - c. That directly or indirectly benefits any worker's compensation or disability benefits insurer or self-insurer.
  - d. For **bodily injury** to anyone eligible to receive benefits which are either provided, or are required to be provided, under any worker's compensation, occupational disease, or similar disability law.
  - e. Arising out of the operation of **mobile equipment**.

- f. For any **vehicles** owned or leased by a **named insured** when the **vehicle** is being rented or leased to a third party for compensation.
- g. To any person or organization, or to any agent or employee thereof, operating a vehicle sales agency, repair shop, service station, storage garage or public parking place, with respect to any **accident** arising out of the operation thereof.
- h. To any employee with respect to injury to, sickness, disease, or death of another employee of the same employer injured in the course and scope of such employment in an **accident** arising out of the maintenance or use of the **insured vehicle** in the business of such employer.
- i. With respect to any hired **vehicle**, to the owner or a lessee thereof, other than the **named insured**, nor to any agent or employee or such owner or lessee.
- j. To any **bodily injury** resulting from or arising out of the use of a **vehicle** owned by **you** and not insured by **us**.
- k. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- l. For **sexual molestation or sexual abuse wrongful act**.
- m. For **damages** for **personal injury** or **property damage** arising out of:
  - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
  - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respect to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
  - (3) Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

**2. With Respect to Insuring Agreement 1, Auto Liability Insurance of this Section does not apply:**

- a. To **property damage** to property rented to, used by or in the care, custody, or control of any **insured**.
- b. To **bodily injury** to:
  - (1) An employee of any **named insured** arising out of or in the course and scope of employment or performing duties related to the conduct of the **named insured's** operations;
  - (2) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.

This exclusion applies whether the **named insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- c. To any liability for indemnity or contribution brought by any party for **bodily injury** or **property damage** sustained by any **insured**.
- d. To **bodily injury** or **property damage** resulting from the handling of property before it is moved from the place where it is accepted by the **insured** for movement into or onto the **insured vehicle** or after it is moved from the **insured vehicle** to the place where it is finally delivered by the **insured**.
- e. To **bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **insured vehicle**.
- f. To **bodily injury** or **property damage** arising out of **your work** after that work has been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:

- (1) When all of the work has been completed;
- (2) When all of the work to be done at the site has been completed; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than a contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

- g. To ***bodily injury*** or ***property damage*** resulting from ***insured vehicles*** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity or while that ***insured vehicle*** is being prepared for such a contest or activity. **With Respect to Insuring Agreement 2, Automobile Medical Payments of this Section does not apply:**
  - h. To any ***bodily injury*** arising out of or resulting from the operation of an ***insured vehicle*** while being used for hire or for a fee for such use.
  - i. To prisoners, inmates, or any other category of persons being detained by an ***insured*** while being transported by ***you***.
  - j. For ***bodily injury*** to any employee, elected official or volunteer eligible to receive any worker's compensation, occupational disease, or similar disability law benefits.
  - k. To ***bodily injury*** to anyone using an ***insured vehicle*** without a reasonable belief that the person is entitled to do so.
  - l. To ***bodily injury*** sustained by an ***insured*** while ***occupying*** any ***vehicle*** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity or while the ***insured vehicle*** is being prepared for such a contest or activity.
3. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this Section does not apply:**
- a. To any ***insured*** who enters into a settlement with a third party without ***our*** written consent.
  - b. To any ***insured*** using a ***vehicle*** without a reasonable belief that the person is entitled to do so.

## SECTION VIII – GENERAL LIABILITY INSURANCE

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### A. Insuring Agreement Applicable to General Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **General Liability.** We agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** caused by an **occurrence** resulting in **personal injury** or **property damage** during the **policy period**. Included within this insuring agreement are the following:
  - a. **Garagekeeper's Liability.** Provides coverage for claims resulting from the ownership and operation of storage garages and parking lots of the **named insured** as bailee with respect to a **vehicle** left in its custody and control and is sublimited to \$500,000 per **occurrence**.
  - b. **Fire Suppression Liability.** Provides coverage for claims resulting from **fire suppression activities** by authorized firefighting personnel. This coverage is sublimited to \$500,000 per **occurrence**. This coverage grant does not apply to **fire suppression activities** on public land.
  - c. **Hostile Fire Liability.** Provides coverage for claims resulting from heat, smoke or fumes resulting from a **hostile fire** and is sublimited to \$500,000 per **occurrence**.
  - d. **Host Liquor Liability.** Provides coverage for claims resulting from claims as a result of serving alcoholic beverages at **your** social event and is sublimited to \$500,000 per **occurrence**.
  - e. **Sewer Back-up Claims.** Provides coverage for claims resulting from sewer line and facilities back-up and related events, for which the **named insured** is responsible by virtue of its negligence. Notwithstanding the general exclusions stated elsewhere within this policy, this Insuring Agreement extends to mold and other fungus abatement and remediation demonstrated to be a direct result of a sewer back-up related **occurrence** for which **you** are responsible. This coverage is sublimited to \$500,000 per **occurrence**.
  - f. **Incidental Medical Liability.** Provides liability coverage for **damages** resulting from professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course and scope of their employment) only by any of the following persons acting on behalf of the **named insured**:
    - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
    - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the course and scope of their duties and responsibilities serving inmates of a jail operated by **you**.
    - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the course and scope of their duties and responsibilities, serving as an EMT, paramedic, first responder or ambulance personnel.
    - (4) Any other **insured** providing **first aid**.

This coverage is sublimited to \$500,000 per **occurrence**.



## **B. Definitions Applicable to General Liability Insuring Agreement**

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Fire Suppression Activities"** means the application of water or **fire suppression chemicals** in the attempt to suppress fires or dislocation of materials or destruction of property deemed necessary to suppress fires.
2. **"Fire Suppression Chemicals"** means chemicals prescribed for extinguishing or preventing fires.
3. **"Hostile Fire"** means one which becomes uncontrollable or breaks out from where it was intended to be within **your insured property** and started by **you**.
4. **"Insured"** means:
  - a. The **named insured**; or
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

## **C. Exclusions Applicable to General Liability Insuring Agreement**

The following exclusion are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages for personal injury or property damage resulting from:**
  - a. Any **occurrence, accident, wrongful act, wrongful employment practice act, or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
  - b. Fire suppression liability, government-imposed penalties, or fines, however characterized, assessed to pay the costs of suppressing a fire started by **your fire suppression activities** or for the improper discharge of **fire suppression chemicals**.
  - c. The ownership, maintenance, use, loading or unloading, or entrustment to others of any **vehicle**.
  - d. The performance of **law enforcement services** or **jail operations services**.
  - e. **Premises you** sell, give away, or have abandoned; property loaned to **you**; and personal property in **your** care, custody, and control. This exclusion shall not apply to garagekeeper's liability, as provided in the insuring agreement of this section.
  - f. Any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work**, or the **impaired property** if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition.
  - g. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
  - h. The **administration** of an **employee benefit program**.
  - i. The failure to supply water, electrical power, fuel, internet, or any other utilities.

- j. Any **sexual molestation or sexual abuse wrongful act**.
  - k. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
  - l. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system**, including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
  - m. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft** system, including any amendment or addition to such laws and regulations.
  - n. The transportation of **mobile equipment** by a **vehicle** owned or operated by or rented or loaned to any **insured**.
  - o. The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
  - p. Oral or written publication, in any manner, of material, if done by or at the direction of the **insured** with knowledge of its falsity.
  - q. Oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.
  - r. Any criminal act committed by or at the direction of the **insured**.
  - s. Any claim relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
2. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages for property damage:**
- a. To property **you** own, rent, or occupy.
3. **With Respect to Insuring Agreement 1, General Liability Insurance of this section does not apply to any claim for damages from personal injury to:**
- a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
  - b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

## SECTION IX – LAW ENFORCEMENT LIABILITY INSURANCE

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### A. Insuring Agreement Applicable to Law Enforcement Liability Insurance

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Law Enforcement Liability.** *We* agree, subject to the conditions and exclusions of this Insuring Agreement, to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** caused by an **occurrence** resulting from **law enforcement services** or **jail operations services** or the administration of **first aid** and resulting in **personal injury** or **property damage** during the **policy period**. Included within this insuring agreement is:
  - a. **Incidental Medical Liability.** Insuring Agreement 1 provides liability coverage for professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto, or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course and scope of their employment) only by any of the following persons acting on behalf of the **named insured** by and is sublimited to \$500,000 per **occurrence**:
    - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
    - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the course and scope of their duties and responsibilities serving inmates in the function of a jail operated by **you**.
    - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the course and scope of their duties and responsibilities serving an EMT, paramedic, first responder or ambulance personnel.

### B. Definitions Applicable to Law Enforcement Liability Insuring Agreement

The following definition is applicable to this section only. It may amend definitions located in Section II General Definitions of this policy.

1. "**Personal Injury**" means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, erroneous service of civil papers, assault and battery and disparagement of property, false arrest, false imprisonment, detention, unlawful discrimination and violation of civil rights caused by **law enforcement services** or **jail operations services**.

### C. Exclusions Applicable to Law Enforcement Liability Insuring Agreement

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for damages for personal injury or property damage resulting from:**
  - a. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
  - b. Property **you** own, rent, or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody, and control.

- c. Any **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- d. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
- e. Any **sexual molestation or sexual abuse wrongful act**.
- f. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
- g. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards; or
- h. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- i. A criminal act committed by or at the direction of the **insured**.
- j. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
  - (1) The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (1) above.
  - (2) This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.
- k. The willful violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge or consent of any **insured**.
- l. Acts of fraud committed by or at the direction of the **insured** with affirmative dishonesty or actual intent to deceive or defraud.

**2. With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this section does not apply to any claim for damages for personal injury to:**

- a. An employee of the **named insured** arising out of and in the course and scope of employment by the **named insured** or performing duties related to the conduct of the **named insured's** business; or
- b. The spouse, child, parent, brother, or sister of that employee as a consequence of Paragraph (a) above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

## SECTION X - ERRORS AND OMISSIONS INSURANCE CLAIMS MADE ONLY

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### **A. Errors and Omissions Insuring Agreements**

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Errors and Omissions Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from a **wrongful act**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** shall be treated as a single **claim**.

### **B. Definitions Applicable to Errors and Omissions Insuring Agreement**

The following definitions are applicable to this section only. They may amend a definition located in Section II General Definitions of this policy.

1. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
2. "**Insured**" means:
  - a. The **named insured**; or
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

### **C. Specific Conditions Applicable to Errors and Omissions Insuring Agreement**

The following condition is applicable to this section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and on or before the termination of this **policy period**.

### **D. Exclusions Applicable to Errors and Omissions Insuring Agreement**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1 Errors and Omissions Liability of this section does not cover any claim resulting from:**
  - a. An **occurrence, accident, wrongful act, wrongful employment practice act or sexual molestation or sexual abuse wrongful act** or other covered loss more specifically covered under any other section of this policy.
  - b. Any dishonest, fraudulent, or criminal acts committed by any **insured** or at the direction of any **insured**.

- c. Failure to supply water, electrical power, fuel, Internet, or any other utilities.
- d. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- e. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- f. The performance of **law enforcement services** or **jail operations services**.
- g. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
- h. Any **personal injury** or **property damage**.
- i. Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned.
- j. Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies, and standards with respects to any **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies, and standards.
- k. Knowingly not complying with any other federal, state, or local laws and regulations with respect to any **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- l. Any **sexual molestation or sexual abuse wrongful act**.
- m. Any labor strike, civil disturbance, riot, or civil commotion.
- n. The **insured's** activities in a fiduciary capacity or in any similar capacity.
- o. Directly or indirectly arising out of debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
- p. Any failure or omission to effect or maintain insurance or bond of any kind.
- q. The rendering or failure to render professional services provided by any lawyer, architect, building inspector, engineer or accountant to any person or entity other than the **named insured** or any commissions, boards, departments, or other units operated by the **named insured** or under the **named insured's** jurisdiction.

## SECTION XI – EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE CLAIMS MADE ONLY

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### A. Employee Benefit Program Liability Insuring Agreement

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Employee Benefit Program Liability.** *We* agree to pay on *your* behalf those sums which *you* become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by *you* during this **policy period**, or any extended reporting period *we* provide, resulting from a **wrongful act** in the **administration** of **your employee benefit program**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act**, in the **administration** of **your employee benefit program**, shall be treated as a single **claim**.

### B. Definitions Applicable to Employee Benefit Program Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Administration"** means:
  - a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for any **employee benefit program**;
  - b. Handling of records in connection with the **employee benefit program**; or
  - c. Effecting, continuing, or terminating any employee's participation in any **employee benefit program**.
  - d. **Administration** does not mean *your* decision to not offer a particular benefit, plan, or program unless that particular benefit is required by law.
  - e. However, **administration** does not include handling payroll deductions.
2. **"Claim"** means a demand received by *you* for money **damages** alleging a **wrongful act** of a tortious nature by any **insured** in the **administration** of **your employee benefit program**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
3. **"Insured"** means:
  - a. The **named insured**; or
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such, who is or was authorized to administer *your* employee benefit program. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

### C. Specific Conditions Applicable to Employee Benefit Program Liability Insuring Agreement

The following condition is applicable to this section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the termination of this **policy period**.

**D. Exclusions Applicable to Employee Benefit Program Liability Insuring Agreement**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Employee Benefit Liability Insurance of this section does not apply to any claim resulting from:**
  - a. An **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
  - b. Items which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - c. A continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - d. The performance of **law enforcement services** or **jail operations services**.
  - e. Any **sexual molestation or sexual abuse wrongful act**.
  - f. **Personal injury** or **property damage**.
  - g. From **damages** arising out of any intentional, dishonest, fraudulent, criminal, or malicious act, error, or omissions, committed by or at the direction of any **insured**, including the willful or reckless violation of any statute.
  - h. **Wrongful employment acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.



## SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE

### CLAIMS MADE ONLY

#### A. Employment Practices Liability Insuring Agreement:

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Employment Practices Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** by or on behalf of a volunteer, employee, former employee or applicant for employment which is **first made** in writing to **us** by **you** during this **policy period** or any extended reporting period **we** provide, resulting from a **wrongful employment practice act**. For this insuring agreement, two or more **claims** arising out of a single **wrongful employment practice act** shall be treated as a single **claim**.

#### B. Definitions Applicable to Employment Practices Liability Insuring Agreement

The following definition is applicable to this section only. It may amend a definition located in Section II General Definitions of this policy.

1. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful employment practice act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees. A **claim** shall include complaints filed with the Idaho Human Rights Commission (IHRC) and the Equal Employment Opportunity Commission (EEOC). A **claim** also includes employment contract **claims** premised upon implied employment contracts.
2. "**Insured**" means:
  - a. The **named insured**;
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

#### C. Specific Conditions Applicable to Employment Practices Liability Insuring Agreement

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful employment practice acts** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the termination of this **policy period**.
2. **Deductible.** Any **claim** for **damages** brought forth under this coverage section by any employee directly or indirectly reporting to **you** relating to personnel-related actions or omissions shall have the deductible apply as set forth below. This deductible applies for any **claim** arising out of wrongful termination, constructive discharge, **retaliation**, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful **discrimination**, **employment sexual harassment**, **employment harassment** of any type, assault, battery, and/or any **claim** resulting from or related to any type of unlawful or unfair employment practice. This deductible applies whether the alleged **damages** arise from negligent, intentional or any other type of otherwise wrongful conduct. **You** will be responsible for the below referenced deductible of any settlement, judgment, or legal defense costs paid by **us** on **your** behalf with respect to any employment practices liability **claims** filed against **you**. However, this deductible will be waived if **you** consult with **us** before such employment action, including termination or

suspension of employment, and followed all reasonable advice provided by **us** or an attorney assigned by **us** with respect to such employment action. The referenced deductible amount will be billed to **you** by **us** for any settlement, judgment or legal defense costs paid as the **claim** progresses. For each and every **claim** filed related to this coverage as detailed above, the deductible amount is as stated on the declaration page.

**D. Exclusions Applicable to Employment Practices Liability Insuring Agreement**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Employment Practices Liability Insurance of this section does not cover any *claim* resulting from:**
  - a. Any ***occurrence, accident, wrongful act, or sexual molestation or sexual abuse wrongful act*** or other covered loss more specifically covered under any other section of this policy.
  - b. Items for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a ***claim*** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a ***wrongful employment practice act*** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - c. A continuing ***wrongful employment practice act*** which commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - d. The performance of ***law enforcement services or jail operations services***.
  - e. Any ***sexual molestation or sexual abuse wrongful act***, however, this exclusion does not apply to a ***claim*** for ***damages*** arising out of ***employment sexual harassment***.
  - f. ***Personal injury or property damage***.
  - g. Any dishonest, fraudulent, criminal, or malicious act, error, or omission, committed by or at the direction of any ***insured***.
  - h. Any cost associated with providing any reasonable accommodation required by, made as a result of or to conform with the requirements of the Americans with Disability Act, or any similar federal, state or local law or ordinance, any amendments thereto and any rules or regulations promulgated thereunder or common law.
  - i. Any labor strike, civil disturbance, riot, or civil commotion.
  - j. Any fact or circumstance which has been the subject of any written notice given under any other insurance policy.
  - k. Any fact or circumstance known prior to the inception date of the first policy issued by **us**, which any ***insured*** knew or could have reasonably foreseen would result in a ***claim***.

## SECTION XIII –SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE CLAIMS MADE ONLY

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### A. Insuring Agreement Applicable to Sexual Molestation or Sexual Abuse Liability Insurance

The following insuring agreements are applicable to this section only. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Sexual Molestation or Sexual Abuse Liability.** We agree to pay on **your** behalf those sums **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, arising out of a **sexual molestation or sexual abuse wrongful act**.
  - a. All **related sexual molestation or sexual abuse wrongful acts**, will be deemed to be a single **sexual molestation or sexual abuse wrongful act**, which will be deemed to have occurred at the time the first **related sexual molestation or sexual abuse wrongful act** commenced whether committed by the same perpetrator or two or more perpetrators and without regard to the number of:
    - (1) **Related sexual molestation or sexual abuse wrongful acts** taking place thereafter;
    - (2) Victims of **related sexual molestation or sexual abuse wrongful acts**;
    - (3) Locations where the **related sexual molestation or sexual abuse wrongful acts** took place;
    - (4) ICRMP **policy periods** over which the **related sexual molestation or sexual abuse wrongful acts** took place; or
    - (5) Breaches of any legal obligation arising out of any **related sexual molestation or sexual abuse wrongful acts** or suspected or threatened **related sexual molestation or sexual abuse wrongful acts**, or breaches of duty to any person who was the victim of a **related sexual molestation or sexual abuse wrongful act**.
  - b. All **claims** arising out of a single **sexual molestation or sexual abuse wrongful act** shall be treated as a single **claim**.

### B. Definitions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Bodily Injury"** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time resulting from **sexual molestation or sexual abuse wrongful act**.
2. **"Claim"** means a **suit** or demand made by or for the injured person for monetary **damages** because of alleged or actual **bodily injury** caused by **sexual molestation or sexual abuse wrongful act**.
3. **"Insured"** means:
  - a. The **named insured**;
  - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the course and scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
  - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

4. “**Related Sexual Molestation or Sexual Abuse Wrongful Acts**” means any **sexual molestation or sexual abuse wrongful act** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions.

**C. Specific Conditions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement**

The following condition is applicable to this Section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **sexual molestation or sexual abuse wrongful acts** must first take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the termination of this **policy period**.

**D. Exclusions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement**

The following exclusions are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1 Sexual Molestation or Sexual Abuse Liability Insurance of this Section does not apply to any claim resulting from:**
  - a. Any **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. Any **claim** relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual, or alleged **discrimination** or harassment.
  - c. Any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
  - d. Any **sexual molestation or sexual abuse wrongful act** which is the subject of any notice given under any policy or policies the term of which has or have expired prior to the inception date of this policy.
  - e. Any **sexual molestation or sexual abuse wrongful act** that first takes place prior to the retroactive date of this policy.
  - f. Any **insured** who is found by a court of law to have committed a criminal act involving **any sexual molestation or sexual abuse wrongful act**. However, **we** will pay covered **damages** the **named insured** becomes legally obligated to pay as a result of an employee's actions if such obligation is created pursuant to the Idaho Tort Claims Act, another state's similar law or federal law.
  - g. **Damages** or defense costs arising out of any **your** failure to report any **sexual molestation or sexual abuse wrongful act** as required by any applicable federal, state, or local law, ordinance, or regulation.

## SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

### CLAIMS MADE COVERAGE ONLY

#### **A. Insuring Agreement Applicable to Chemical Spraying Activities Liability Insurance**

The following insuring agreements are applicable to this section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this section.

1. **Chemical Spraying Activities Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this **policy period**, or any extended reporting period **we** provide, resulting from any **wrongful act** involving **chemical spraying activities**. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** shall be treated as a single **claim**. This insuring agreement only applies if the **wrongful act** first took place on or after the applicable retroactive date as stated in the declarations pages and before the termination of this policy.

#### **B. Definitions Applicable to Chemical Spraying Activities Liability Insuring Agreement**

The following definitions are applicable to this section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Chemical Spraying Activities"** means the intended dispersal of herbicides, defoliants, insecticides, pesticides, or other toxic materials approved by the federal government for the eradication of undesirable plant growth, insects or rodents and the mixing, loading, storage, transportation and disposal of such materials.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature caused by an **insured**.
3. **"Wrongful Act"** means an act or omission which results in **bodily injury or property damage**. All **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts or omissions will be deemed to be a single **wrongful act**, which will be deemed to have occurred at the time the first such related **wrongful act** commenced, whether committed by the same person or two or more persons and without regard to the number of:
  - (a) related **wrongful acts** taking place thereafter;
  - (b) persons affected by related **wrongful acts**;
  - (c) locations where the related **wrongful acts** took place;
  - (d) ICRMP policy periods over which the related **wrongful acts** took place; or
  - (e) Breaches of any legal obligation arising out of any related **wrongful act**, or suspected or threatened related **wrongful act**, or breaches of duty to any person affected by a related **wrongful act**.

#### **C. Specific Conditions to Chemical Spraying Activities Liability Insuring Agreement**

The following conditions are applicable to this section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Exception to Absolute Pollution Exclusion.** The insurance afforded by this section constitutes an express exception to the Absolute Pollution Exclusion set forth in the General Exclusions section IV of this policy. As an exception to such exclusion, this coverage stands only to pay legally required **damages** for **bodily injury or property damage** not to exceed the Limits of Indemnification stated in the policy declarations, and not in any circumstances for natural resource damage **claims** made or penalties or fines imposed pursuant to state or federal law.
2. **Retroactive Date.** All **claims** must take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the expiration date of this **policy period**.

**D. Exclusions to Chemical Spraying Liability Activities Insuring Agreement**

The following exclusion are applicable to this section only. They may amend exclusions located in Section IV General Exclusions of this policy. With Respect to Insuring Agreement 1 Chemical Spraying Liability Activities Insurance of this section does not apply to any claim resulting from:

1. Any **occurrence, accident, wrongful act, wrongful employment practice act, sexual molestation or sexual abuse wrongful act**, or other covered loss more specifically covered under any other section of this policy.
2. For which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
3. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any other policy or policies of insurance.
4. For any **sexual molestation or sexual abuse wrongful act**.

## **SECTION XV -ENDORSEMENTS**

**THESE ENDORSEMENTS MODIFY THE POLICY.**

**PLEASE READ THEM CAREFULLY.**

**Nothing herein contained in any of the listed endorsements shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which these endorsements are attached other than as stated. All definitions listed in the General Definitions of this Policy apply when not amended within each Endorsement.**

# #1 ACCIDENTAL DISCHARGE OF POLLUTANTS AMENDATORY ENDORSEMENT

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## Section V – Property is amended by the following:

### **A. Insuring Agreement to Accidental Discharge of Pollutants Endorsement**

The following insuring agreement is applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreement is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover “**pollution cost or expense**” related to an otherwise covered **accident** as covered by section V, Property. This endorsement is limited to \$100,000 per **occurrence** and \$500,000 in the aggregate for multiple **occurrences** per **policy period**.

### **B. Definitions Applicable to Accidental Discharge of Pollutants Endorsement**

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. “**Pollution Cost or Expense**” means the reasonable and necessary cost **you** incur to clean up, remove and dispose, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of **pollutants** related to any otherwise covered claim as defined in section V Property Insurance. This endorsement will apply whether this cost is incurred due to a request, order, or **suit** by any governmental agency or at the discretion of the **named insured**.

### **C. Exclusions Applicable to Accidental Discharge of Pollutants Endorsement**

The following exclusion is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. This endorsement does not extend to any landfill, transfer station, trash or recycling collection facility or any other facility designed primarily for the collection or transfer of refuse or recycling content, or the **vehicles** and **mobile equipment** associated with any such described location.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**



## #2 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT

**THIS ENDORSEMENT IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF INDEMNIFICATION.**

### CLAIMS MADE COVERAGE Retroactive Date: October 1, 2015

The following insuring agreements are applicable to this Endorsement only. They may amend insuring agreements located in Section I General Insuring Agreement of the policy to which it is attached. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of the policy to which it is attached. The following insuring agreements may also amend Section VIII General Liability Insuring Agreements and Section V Property Insuring Agreements of the policy to which this Endorsement is attached.

**I. Privacy or Security Event Liability and Expense Coverage Agreement.** The following coverages are limited as described herein. **Our** right and duty to defend ends when the applicable limit of indemnification is exhausted in the payment of judgments or settlements, **regulatory penalties, claims expenses, privacy response expenses, PCI-DSS assessments, electronic equipment and electronic data damage, network interruption costs, cyber extortion expenses, cyber extortion monies** and **social engineering financial fraud loss**. This coverage only applies if the **privacy or security event** or **cyber extortion threat** commenced on or after the retroactive date above and before the end of the **policy period** shown in the declarations pages to the policy to which this endorsement is attached, and a **claim** for damages because of the **privacy or security event** is first made against an **insured** during the **policy period**, and **you** give written notice to **us** in accordance with Section IV below.

- A. **Privacy or Security Event Liability.** **We** will pay those sums **you** become legally obligated to pay as damages because of a **privacy or security event**. **We** will have the right and duty to defend an **insured** against any **Suit** seeking such damages. However, **we** will have no duty to defend any **insured** against any **suit** seeking damages to which this coverage does not apply. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- B. **Privacy Response Expenses.** **We** will pay for **privacy response expenses** incurred by **you** in connection with a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **personal information**.
- C. **Regulatory Proceedings and Penalties.** **We** will pay for **regulatory penalties** an **insured** becomes legally obligated to pay as a result of a **regulatory proceeding** resulting from a **privacy or security event** if notice of the **regulatory proceeding** is received by **you** prior to the end of the **policy period**. **We** will have the right and duty to defend an **insured** against any **regulatory proceeding** to which this coverage applies. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- D. **PCI-DSS Assessments.** **We** will pay for **PCI-DSS assessments** for which an **insured** is liable if the **PCI-DSS assessments** are due to noncompliance by the **insured** with PCI Data Security Standards and the noncompliance resulted in a **privacy or security event**.
- E. **Electronic Equipment and Electronic Data Damage.** **We** will pay for **your** damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether **electronic data** can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or

recollect **electronic data** for which **you** incur as a result of a **privacy or security event**.

- F. **Network Interruption Costs.** We will pay for **business income loss, expenses to reduce loss, extra expenses, and proof of loss preparation costs** which **you** incur after the **waiting hours period** and solely as a result of a **privacy or security event**.
  - G. **Cyber Extortion Coverage.** We will pay for **cyber extortion expenses** and **cyber extortion monies you** pay as a direct result of a **cyber extortion threat**.
  - H. **Social Engineering Financial Fraud.** We will pay or reimburse **you** for **social engineering financial fraud losses** from a **social engineering financial fraud event**.
- II. **Deductible.** For each **privacy or security event** and **cyber extortion threat**, we will pay only such amounts as are in excess of the deductible amount shown on the declarations pages to the policy to which this endorsement is attached.
- III. **Limits of Indemnification.** The limits of liability shown below establish the most we will pay regardless of the number of **privacy or security events, cyber extortion threats**, number of persons affected, claims made, suits or regulatory proceedings brought or individuals or entities making claims or bringing suits or regulatory proceedings.

A. **In General**

The limits of indemnification shown on the declarations pages to the policy to which this endorsement is attached establish the most we will pay regardless of the number of **privacy or security events, cyber extortion threats, insureds, claims** made, **suits** or **regulatory proceedings** brought or individuals or entities making **claims** or bringing **suits** or **regulatory proceedings**.

B. **Program Aggregate Limit**

1. All **privacy or security event liability and expense** coverage is subject to a Program Aggregate Limit of \$10,000,000 for each **policy period**. The Program Aggregate Limit is a shared limit among the **named insureds** (including all associated **insureds**) and is the most we will pay for all **privacy or security event liability and expense**, including **claim expenses**, for all **named insureds** (including all associated **insureds**) covered under any **policy period**. **Claim expenses** erode the Program Aggregate Limit.
2. If the Program Aggregate Limit is exceeded, the amount recoverable by any **named insured** (including all associated **insureds**) will be reduced pro rata in the same proportion that the loss of the **named insured** (including all associated **insureds**) bears to the total amount of loss of all **named insureds** (including all associated **insureds**).
3. We may pay **claims** for **privacy or security event liability and expense** on a provisional basis until all liabilities and expenses for a particular **policy period** are resolved, as determined by **us**. If we determine that the Program Aggregate Limit may be exceeded, we may delay claims payments until we determine that all liabilities and expenses for a **policy period** have been resolved.
4. Once all liabilities and expenses for a **policy period** are resolved, we will give notice to all **named insureds** with **claims** of their pro rata share of covered losses. If a **named insured** (including any associated **insureds**) received claims payments in excess of its pro rata share, the **named insured** will remit the excess amount to **us** within thirty (30) days of the date on which we give notice. If a **named insured** (including any associated **insureds**) received claims payments that are less than its pro rata share, we will remit the deficiency to the

**named insured** within thirty (30) days of the date on which **we** receive the last payment due from **named insureds** who received claims payments in excess of their pro rata shares.

5. For purposes of the Program Aggregate Limit, “**Privacy or Security Event Liability and Expense**” means all amounts covered under Section I of this Endorsement. Determinations made by **us** relating to the Program Aggregate Limit will be made in **our** sole and absolute discretion.

#### IV. **Notice to Us**

- A. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **claim** made against an **insured** as soon as practicable, but in no event later than the end of the **policy period**.
- B. As a condition precedent to **our** obligations under this coverage, **you** must give written notice to **us** of any **privacy or security event** or **cyber extortion threat** as soon as practicable and provide all such information relating to the **privacy or security event** or **cyber extortion threat** as **we** may reasonably request.
- C. If during the policy period, **you** become aware of a **privacy or security event** that may reasonably be expected to give rise to a **claim**, including a **regulatory proceeding** or **PCI-DSS assessment**, against an **insured**, **you** must give written notice to **us** of such **privacy or security event** as soon as practicable, but in no event later than the end of the **policy period**. Notice must include:
  1. A specific description of the **privacy or security event**, including all relevant dates;
  2. The names of persons involved in the **privacy or security event**, including names of potential claimants and a specific description of any **personal information** actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
  3. The specific reasons for anticipating that a **claim** may result from such **privacy or security event**;
  4. The specific nature of the alleged or potential damages arising from such **privacy or security event**; and
  5. The specific circumstances by which an **insured** first became aware of the **privacy or security event**.

Any **claim** subsequently made against an **insured** arising out of such **privacy or security event** shall be deemed to be a **claim** made during the **policy period** in which the **privacy or security event** was first reported to **us**.

#### V. **Exclusions**

This endorsement does not apply to any **claim, suit, regulatory proceeding**, damages, **regulatory penalties, claim expenses, privacy response expenses, PCI-DSS assessments, network interruption costs, electronic equipment and electronic data damage, cyber extortion expenses** or **cyber extortion monies** or **social engineering financial fraud loss**:

- A. For, arising out of, or resulting from **bodily injury** or **property damage**;

- B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply:
1. To the extent an **insured** would have been liable in the absence of such contract or agreement; or
  2. To amounts payable as **PCI-DSS assessments**.
- C. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended, or any other federal, state, local, foreign or common law rules or regulations involving antitrust, restraint of trade, unfair competition, or false or deceptive or misleading advertising;
- D. For, arising out of or resulting from any actual or alleged false, deceptive, or unfair trade practices; however, this exclusion does not apply to any **claim** or loss covered hereunder that results from a theft, loss or unauthorized disclosure of or access to **personal information**;
- E. For, arising out of or resulting from:
1. The actual or alleged unlawful collection or acquisition of **personal information** by an **insured on your** behalf; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (*i.e.*, opt-in or opt-out) from the collection, disclosure, or use of **personal information**; or
  2. The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording, or telemarketing is done by an **insured on your** behalf, including actual or alleged violations of:
    - (i.) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
    - (ii.) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
    - (iii.) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003 and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the dissemination, recording, sending, transmitting, communicating or distribution of material or information;
- F. For, arising out of or resulting from any of the following conduct by an **insured**:
1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
  2. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

3. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
  4. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability, or pregnancy; or
  5. Any actual or alleged violation of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Credit Transactions Act (FACTA).
- G. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by an **insured**; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by an **insured**, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by an **insured**;
- H. For, arising out of or resulting from any actual or alleged:
1. Infringement of patent or patent rights or misuse or abuse of patent;
  2. Infringement of copyright arising from or related to software code or software products; or
  3. Use or misappropriation of any ideas or trade secrets by a an **insured** or on behalf of, or in collusion with an **insured**;
- I. Arising out of or resulting from any of the following:
1. Trading losses, trading liabilities or change in value of accounts;
  2. Any loss of monies, securities or tangible property of others in the care, custody or control of any **insured**;
  3. Except for **social engineering financial fraud loss event**, the monetary value of any electronic fund transfers or transactions by an **insured** on **your** behalf that is lost, diminished, or damaged during transfer from, to or between accounts; or
  4. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.

VI. **Definitions.** The following definitions apply to this coverage:

- A. “**Bodily Injury**” means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. **Bodily injury** also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
- B. “**Business Income Loss**” means the sum of the following incurred during the **period of indemnity**:

1. Net profits that would have been earned but for the **material interruption** (after charges and expenses, but not including any capital receipts, outlays properly chargeable to capital, and deductions for taxes and profits); and
2. Charges and expenses which necessarily continue (including ordinary payroll).

If there would have been no net profit, **business income loss** means the charges and expenses which necessarily continue less any loss from business operations that would have been sustained had there been no **material interruption**.

- C. “**Claim**” means any demand, **suit** for damages, **regulatory proceeding** or **PCI-DSS assessment** resulting from a **privacy or security event**. All **claims** because of a single **privacy or security event** will be deemed to be a single **claim** and to have been made at the time the first such **claim** is made against an **insured**, regardless of the number of individuals or entities making such **claims** or the time period over which such **claims** are made, even if subsequent **claims** are made after the **policy period**.
- D. “**Claim Expenses**” means:
1. Reasonable and necessary fees charged by attorneys **we** designated to assist with the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim**;
  2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense, or appeal of a **claim** and incurred by **us**; and
  3. Premiums on appeal bonds, attachment bonds or similar bonds; however, **we** are not obligated to apply for or furnish any such bond;

Provided, however, **claim expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of an **insured** or any charges by an **insured** for time spent cooperating with the investigation and defense of any **claim**;
  2. **privacy response expenses**; or
  3. **PCI-DSS assessments**.
- E. “**Computer System**” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
1. Operated by and either owned by or leased to **you**; or
  2. Operated by a third-party service provider and used to provide hosted computer application services to **you** or for processing, maintaining, hosting, or storing **your electronic data** pursuant to a written contract with **you** for such services.
- F. “**Cyber Extortion Expenses**” means all reasonable and necessary costs and expenses which **you** incur as a direct result of a **cyber extortion threat**, other than **cyber extortion monies**.
- G. “**Cyber Extortion Monies**” means any funds, including any cryptocurrency, which **you** pay, with **our** prior written consent, for the purpose of terminating the **cyber extortion threat**.
- H. “**Cyber Extortion Threat**” means a credible threat or series of related credible threats, including, but not limited to, a demand for **cyber extortion monies**, directed at **you** to:

1. Release, divulge, disseminate, destroy or use confidential information taken from an **insured** as a result of a **privacy or security event**;
  2. Introduce malicious code into a **computer system**;
  3. Corrupt, damage or destroy a **computer system**;
  4. Restrict or hinder access to a **computer system**;
- I. "**Electronic Data**" means any data stored electronically on a **computer system**, including without limitation **personal information**.
- J. "**Electronic Equipment and Electronic Data Damage**" means amounts payable by **us** under Section I. E.
- K. "**Expenses to Reduce Loss**" means expenses **you** incur during the **period of indemnity**, over and above normal operating expenses, for the purpose of reducing **business income loss** or shortening the **period of indemnity**.
- L. "**Extra Expenses**" means expenses **you** incur during the **period of indemnity**, other than **expenses to reduce loss**, that would not have been incurred but for a **material interruption**.
- M. "**Material Interruption**" means the actual and measurable interruption or suspension of **your** business directly caused by a **privacy or security event**.
- N. "**Network Interruption Costs**" means amounts payable by **us** under Section I. F.
- O. "**PCI-DSS Assessment**" means any monetary penalty owed by **you** due to **your** noncompliance with Payment Card Industry Data Security Standards under an agreement between **you** and a financial institution or other person enabling **you** to accept credit cards, debit cards, prepaid cards, or other payment cards.
- P. "**Period of Indemnity**" means the period of time beginning after the **waiting hours period** and ending at the earlier of:
1. In the case of a **computer system** operated by and either owned by or leased to **you**, the time **you** restore the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if **you** exercised due diligence and dispatch); or
  2. In the case of a **computer system** operated by a third-party service provider, the time the service provider restores the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if the service provider exercised due diligence and dispatch).

The **period of indemnity** shall not be cut short by the end of the **policy period**.

- Q. "**Personal Information**" means an individual's name in combination with one or more of the following:
1. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
  2. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

3. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
4. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, **personal information** does not include information that is lawfully available to the public, including without limitation information lawfully available from an **insured** or any local, state, federal or foreign governmental entity.

R. "**Privacy or Security Event**" means:

1. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **personal information** in **your** care, custody or control or for which **you** are legally responsible, regardless of whether such **personal information** is maintained in electronic, paper or any other format; or
2. A violation or failure of the security of a **computer system**, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any **privacy or security event** that is continuous or part of a series of repeated or related **privacy or security events** will be considered to be a single **privacy or security event** and will be considered to have commenced when the first such **privacy or security event** commenced regardless of:

1. The number of individuals or entities engaged in such **privacy or security events**;
2. The number of individuals or entities affected by such **privacy or security events**;
3. The number of locations where such **privacy or security events** occurred; or
4. The number of such **privacy or security events** occurring or period of time over which they occur, even if subsequent **privacy or security events** take place after the **policy period**.

S. "**Privacy Response Expenses**" means the following reasonable and necessary costs incurred by **you** within one year of the discovery of a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **personal information** in **your** care, custody or control or for which **you** are legally responsible:

1. For the services of a security expert designated by **us** to determine the scope and cause of a **privacy or security event** and the extent to which **personal information** was disclosed to or accessed by unauthorized persons;
2. For the services of consultants or attorneys designated by **us** to determine **your** obligations, if any, under applicable law to give notice to affected individuals;
3. To notify affected individuals if required by applicable law or if **you** voluntarily elect to give such notice, and for the services of a contractor designated by **us** to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;



4. For the services of a contractor designated by **us** to provide identity theft protection services to affected individuals if **you** elect to provide such services; and
5. For the services of a public relations consultant designated by **us** to avert or mitigate damage to **your** reputation as a result of the **privacy or security event**;

Provided, however, **privacy response expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of any **insured** or any charges by any **insured** for time spent cooperating with the investigation and response to any **privacy or security event**;
  2. **claim expenses**;
  3. **PCI-DSS assessments**;
  4. **electronic equipment and electronic data damage**;
  5. **network interruption costs**;
  6. **cyber extortion expenses**; or
  7. **cyber extortion monies**.
- T. “**Proof of Loss Preparation Costs**” means fees and expenses incurred by **you** for the services of a third-party forensic accounting firm to establish and prove the amount of loss, including those costs in connection with preparing a proof of loss. **Proof of loss preparation costs** does not include any fees or expenses for consultation on coverage or negotiation of claims.
- U. “**Property Damage**” means damage to, loss of use of, or destruction of any tangible property; however, **property damage** does not include the loss of use or damage of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, “tangible property” shall not include **electronic data**.
- V. “**Regulatory Penalties**” means any civil fine or civil monetary penalty imposed in a **regulatory proceeding** payable by **you** to the governmental entity bringing the **regulatory proceeding** and any sum of money that an **insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory proceeding**.
- W. “**Regulatory Proceeding**” means a request for information, civil investigative demand, **suit**, civil investigation, or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity’s regulatory or official capacity.
- X. “**Social Engineering Financial Fraud Event**” means the transfer of money to an account outside **your** control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of **yours**.
- Y. “**Social Engineering Financial Fraud Loss**” means loss of money directly resulting from a **social engineering financial fraud event**.
- Z. “**Suit**” means a civil proceeding arising out of a **privacy or security event**.

AA. "**Waiting Hours Period**" means the number of hours set forth in the declarations pages of the policy to which this endorsement is attached that must elapse once a ***material interruption*** has begun.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

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### **A. Insuring Agreement Applicable to Terrorism Liability Amendatory Endorsement:**

The following insuring agreement is applicable to this Endorsement only and amends Insuring Agreement 1 located Section VIII General Liability. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** to others because of **bodily injury** or **property damage** caused by an act of **terrorism**.

### **B. Definition Applicable to Terrorism Liability Amendatory Endorsement:**

1. **Terrorism** means an act or series of acts, including the use of force or violence, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organizations, committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

### **C. Conditions Applicable to Terrorism Liability Amendatory Endorsement:**

1. This coverage is sublimited to \$500,000 per **occurrence** and in the aggregate annually;
2. The limits of indemnification shall be reduced by all sums paid by worker's compensation benefits or similar disability law if the claimant is **your** employee or volunteer;
3. This coverage is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT

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**A. Insuring Agreements Applicable to Public Land Fire Suppression Liability Amendatory Endorsement**

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that section VIII, General Liability Insurance, is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

**B. Conditions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement**

1. This coverage is limited to \$500,000 per **occurrence** and in the annual aggregate.

**C. Exclusions Applicable to Public Land Fire Suppression Liability Amendatory Endorsement**

1. This endorsement does not cover penalties or fines imposed pursuant to state or federal law under any circumstance.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated. All other definitions listed in the General Definitions of this Policy apply when not amended within this Endorsement.**

## #5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

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The following insuring agreement is applicable to this Endorsement only and amends Insuring Provision 1 located Section V Property. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

**A. Section V does not cover**

1. Asbestos removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, **aircraft** impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage, or accidental discharge from automatic fire protective system.
2. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos.
3. Any governmental direction or request declaring that asbestos present in or part of or utilized on any undamaged portion of an **insured's** property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #6 – EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT

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### Section V – Property is amended by the following:

#### A. Equipment Breakdown Insurance Endorsement

The following insuring provisions are applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring provisions are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover Equipment Breakdown insurance as listed below.

1. When an applicable limit for Equipment Breakdown is shown in the limits of indemnification section of the declarations page, this endorsement's intention is to clarify that the peril of **breakdown** is included for **covered equipment**.
2. **Limit of Indemnification.** The most **we** will pay for any and all coverages for loss or damage from any **one breakdown** is the applicable limit of insurance shown in the equipment breakdown section of the declarations page.
3. **Equipment Breakdown Coverage Extensions.** The limits for coverage extensions are part of, not in addition to, the limit of indemnification for equipment breakdown shown in the declarations page:
  - a. **Spoilage.** This endorsement covers the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
    - (1) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
    - (2) **You** must own or be legally liable under written contract for the raw materials, property in process or finished products; and
    - (3) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
  - b. This endorsement also covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage endorsement.
4. **Service Interruption.** This endorsement covers loss resulting from the interruption of utility services provided all of the following conditions are met:
  - a. The interruption is the direct result of a **breakdown to insured equipment** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which **you** receive;
  - b. The **insured equipment** is used to supply electricity, telecommunication services, air conditioning, heating, gas, fuel, sewer, water, refrigeration, or steam to **your premises**; and

- c. The **period of service interruption** lasts at least the consecutive period of time of the waiting period, which is twenty-four (24) hours. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

**5. Business Income:**

- a. This endorsement covers **your** actual loss of business income that results directly from the necessary total or partial interruption of **your** business caused by a **breakdown**.
- b. This endorsement covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- c. **We** will consider the actual experience of **your** business before the **accident** and the probable experience **you** would have had without the **accident** in determining the amount of its payment.
- d. This coverage continues until the date the damaged property is repaired or replaced.

**6. Expediting Costs:**

- a. This endorsement covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to **insured equipment** and to expedite the permanent repair or replacement of such damaged property caused by a **breakdown**.
- b. This coverage extension does not cover costs:
  - (1) Recoverable elsewhere in this policy; or
  - (2) Of permanent repair or replacement of damaged property.

**7. Hazardous Substance:**

- a. This endorsement covers any additional expenses **you** incur for the clean-up, repair or replacement or disposal of **insured equipment** that is damaged, contaminated or polluted by a **hazardous substance** caused by a **breakdown**.
- b. As used here, additional expenses mean the additional cost incurred over and above the amount that **we** would have paid had no **hazardous substance** been involved with the loss.

**8. Ammonia Contamination.** This endorsement covers the spoilage to **insured equipment** contaminated by ammonia, including any salvage expense caused by a **breakdown**.

**9. Water Damage.** This endorsement covers the damage to **insured equipment** by water including any salvage expenses caused by a **breakdown**, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

**10. Consequential Loss.** This endorsement covers the reduction in the value of undamaged **stock** parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

**11. Electronic Data and Media.** This endorsement covers **your** cost to research, replace or restore damaged **electronic data** and **media** including the cost to reprogram instructions used in any computer equipment if the loss is caused by a **breakdown**.

12. **CFC Refrigerants.** This endorsement covers the additional cost to repair or replace **insured equipment** because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a **breakdown**. This means the additional expense to do the least expensive of the following:
- (a) Repair the damaged property and replace any lost CFC refrigerant;
  - (b) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
  - (c) Replace the system with one using a non-CFC refrigerant.
13. **Computer Equipment.** This endorsement covers for direct damage to **computer equipment** that is damaged by a **breakdown** to such equipment.

### **B. Definitions Applicable to Equipment Breakdown Insurance Endorsement**

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. **"Breakdown"**
- a. Means the direct physical loss resulting from one or more of the following items that causes damage to **insured equipment** and necessitates its repair or replacement, unless such loss or damage is otherwise excluded within this section:
    - 1. Failure of pressure or vacuum equipment;
    - 2. Mechanical failure including rupture or bursting caused by centrifugal force;
    - 3. Electrical failure including arcing;
    - 4. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by **you**, or operated under **your** control;
    - 5. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
    - 6. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment;
  - b. Does not mean or include:
    - 1. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
    - 2. Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to insured equipment;
    - 3. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
    - 4. Damage to any vacuum tube, gas tube or brush;



5. Damage to any structure or foundation supporting the insured equipment or any of its parts;
  6. The functioning of any safety or protective device; or
  7. The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
2. **“Computer Equipment”** means property that is electronic computer or other electronic data processing equipment, including media and peripherals used in conjunction with such equipment.
3. **“Insured Equipment”**
- a. Means:
    - (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
    - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
    - (3) Communication equipment and computer equipment.
  - b. Does not mean or include any:
    - (1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum.
    - (2) Insulating or refractory material, but not excluding the glass lining of any **insured equipment**;
    - (3) Nonmetallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
    - (4) Catalyst;
    - (5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
    - (6) Structure, foundation, cabinet or compartment supporting or containing all or part of the **insured equipment** including penstock, draft tube or well casing;
    - (7) **Vehicle, aircraft**, self-propelled equipment or floating vessel, including any **insured equipment** that is mounted upon or solely with any one or more vehicle(s), **aircraft**, self-propelled equipment or floating vessel;
    - (8) Dragline, excavation or construction equipment including any **insured equipment** that is mounted upon or solely used with any one or more dragline(s), excavation, or construction equipment;
    - (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad or non-metal part or any part or tool subject to periodic replacement; or
    - (10) Equipment or any part of such equipment manufactured by **you** for sale; or
    - (11) Power and gas generation utility equipment.

4. **“Hazardous Substance”** means any substance other than ammonia that has been declared to be hazardous to health by a government agency. Ammonia is not considered to be a **hazardous substance** as respects this limitation.
5. **“One Breakdown”** means if an initial **breakdown** causes other **breakdowns**, all will be considered **one breakdown**. All **breakdowns** at any one **premises** that manifest themselves at the same time and are the direct result of the same cause will be considered **one breakdown**.
6. **“Stock”** means merchandise held in storage or for sale, raw materials, property in process or finished products, including supplies used in their packing or shipping.

**C. Conditions Applicable to Equipment Breakdown Insurance Endorsement**

The following condition is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. **Suspension.** On discovery of a dangerous condition, **we** may immediately suspend machinery breakdown insurance on any machine, vessel, or part thereof by giving written notice to **you**. The suspended insurance may be reinstated once the dangerous condition is resolved.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

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The following insuring agreement is applicable to this Endorsement only. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

### **A. INSURING AGREEMENT APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT**

The following insuring agreement is applicable to this Endorsement only. The below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions, Section III General Conditions, and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay **defense costs** for attorney fees incurred by **us** to obtain an opinion of legal counsel regarding the appropriateness of a proposed termination of employment of **your** employee(s) provided **you** first notify **us** of the proposed termination during the **policy period** and prior to such termination; and
2. The amounts payable under this endorsement are in addition to the defense costs limits stated within the declarations page of the policy to which this Endorsement is attached.

### **B. DEFINITIONS APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT**

The following definitions are applicable to this endorsement only. They may amend definitions located in Section II General Definitions of this policy.

1. **Defense costs** means costs **we** pay to **our** approved attorneys for attorney fees and related expenses. **Defense costs** will not include the salary, additional wages or costs of any employee of an **insured**.

### **C. LIMITS OF INSURANCE APPLICABLE TO ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT**

1. We agree to pay up to \$2,500 in **defense costs** per termination considered not to exceed \$50,000 in the aggregate for all attorney consultations per **policy period**.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

## #8 ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

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### A. INSURING AGREEMENT APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. We will reimburse **costs** incurred by **you** from the use of **active assailant response resources** resulting from an **incident** as defined herein, which first occurs during the **policy period**.

### B. DEFINITIONS APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

The following definitions are applicable to this Endorsement only. They may amend definitions located in Section II General Definitions of this policy.

1. **Active assailant response resources** mean any of the following used by **you** during the **incident**. This includes:
  - a) Public Relations Firm,
  - b) Crisis Management Firm,
  - c) Psychological counselling,
  - d) Environmental clean-up team,
  - e) Salvage and recovery clean up team,
  - f) Funeral expenses.
2. **Costs** means fees used to hire the services of **active assailant response resources**.
3. **Incident** means an event involving an assailant using a **weapon** and takes place on **your** business operation premises. However, for the purpose of this endorsement, the lawful actions of your employees or volunteers or elected officials or of a member of the security services or law enforcement officers when engaged in the line of duty, in the prevention of (or attempt to prevent) an **incident** shall not of itself be considered to be an **incident** within this meaning.
4. **Weapon** means firearms, explosive devices, knives, medical instruments, and corrosive substances.

### C. LIMITS OF INSURANCE APPLICABLE TO ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

1. The limit of insurance for specified **costs** related to **active assailant response resources** is \$50,000 per **incident** and \$100,000 in the aggregate during one **policy period**.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.**

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# ICRMP

## *Multi-Lines*

# Insurance Policy

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This Policy of Insurance is issued by ICRMP for all public entity Members to be effective 12:01 A.M., October 1, 2022 for one-year thereafter, unless sooner terminated, for all continuing Members pursuant to and consistent with the Joint Powers Subscribers Agreement approved by the ICRMP Board of Trustees to be effective for the policy year beginning at the time above stated.

If **you** utilize an independent insurance agent, we pay **your** agent a fixed percentage of the member contribution **you** pay us that is included in **your** member contribution. This compensation is to encourage independent agents to recommend ICRMP to public entities and to compensate agents for their services. If **you** have questions regarding this compensation, please contact **us**.

**VEHICLE INSURANCE IDENTIFICATION CARD  
STATE OF IDAHO**

Idaho Counties Risk Management Program, Underwriters  
3100 Vista Avenue, Suite 300, P.O. Box 15249  
Boise, Idaho 83715

This Certificate may be used in lieu of the original Contract of Liability Insurance to demonstrate the current existence of liability insurance while such contract is in effect.

**THIS POLICY COVERS ALL VEHICLES  
OWNED OR LEASED.**

Policy Number: 42A15014100122 contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

**EFFECTIVE DATES:**      **NAME AND ADDRESS OF INSURED:**  
October 1, 2022            **Sun Valley Air Service Board**  
Continuous                **PO Box 416**  
Until Cancelled           **Sun Valley, ID 83353**

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**KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES  
AND MUST BE PRESENTED UPON DEMAND**

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CLAIMS AGENT:  
Idaho Counties Risk Management Program, Underwriters  
P.O. Box 15249  
Boise, Idaho 83715  
Phone: (208) 336-3100 FAX: (208) 336-2100

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Continuous                **PO Box 416**  
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Phone: (208) 336-3100 FAX: (208) 336-2100

**SUN VALLEY AIR SERVICE BOARD**  
**FY 2023 ADOPTED BUDGET**  
**October 1, 2022 to September 30, 2023**

Expires: December 31, 2023

		AUDITED FY 2020 ACTUAL	AUDITED FY 2021 ACTUAL	ADOPTED FY 2022 BUDGET	AMENDED FY 2022 BUDGET	ADOPTED FY 2023 BUDGET	+/- FY 2022/2023	% CHANGE FY 2022/2023
<b>REVENUES</b>								
CITY OF HAILEY 1% LOCAL OPTION TAX	01-3100-1000	81,251	134,238	115,000	201,661	368,750	167,089	82.9%
CITY OF KETCHUM 1% LOCAL OPTION TAX	01-3100-2000	2,161,877	2,401,257	1,900,000	2,200,000	2,000,000	(200,000)	-9.1%
CITY OF SUN VALLEY 1% LOCAL OPTION TAX	01-3100-3000	608,190	847,745	650,000	900,000	725,000	(175,000)	-19.4%
INTEREST EARNINGS	01-3700-1000	3,818	568	1,300	1,300	1,300	-	0.0%
FUND BALANCE APPLIED	01-3800-9000	-	-	144,175	144,175	-	(144,175)	-100.0%
<b>TOTAL REVENUE</b>		2,855,135	3,383,808	2,810,475	3,447,136	3,095,050	(352,086)	-10.2%
<b>EXPENDITURES</b>								
CONTRACTS FOR SERVICES	01-4190-4200	3,139,695	2,129,000	2,805,075	2,805,075	3,089,110	284,035	10.1%
OFFICE SUPPLIES/POSTAGE	01-4190-3100	148	148	354	354	354	-	0.0%
ADVERTISING/PUBLIC NOTICES/WEBSITE	01-4190-4400	240	240	600	600	600	-	0.0%
AUDIT	01-4190-4000	1,100	1,100	1,100	1,100	1,500	400	36.4%
ATTORNEY FEES	01-4190-4100	1,760	273	1,800	1,800	1,800	-	0.0%
INSURANCE	01-4190-4600	1,546	1,342	1,546	1,546	1,686	140	9.1%
TRANSFER TO FUND BALANCE	01-4190-8800	-	-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>		3,144,489	2,132,103	2,810,475	2,810,475	3,095,050	284,575	10.1%
BEGINNING FUND BALANCE		391,642	194,175	1,445,880	1,445,880	2,082,541		
ENDING FUND BALANCE		194,175	1,445,880	1,445,880	2,082,541			
		<b>Audited Fund Balance</b>						
RESERVE AGREED UPON BY THE BOARD				<b>Reserve for unexpeted expendit</b>	<b>(50,000)</b>	<b>(50,000)</b>		
				<b>Total un-audited fund balance</b>	<b>1,395,880</b>	<b>2,032,541</b>		

\*FY 2022 has not been audited fund balance could change

**Revised Budget**

**Contract Amount for Fly Sun Valley Alliance - 43% of Contract Expense Budget for a maximum of \$1,328,317**

**Contract Amount for Sun Valley Marketing Alliance - 57% of Contract Expense Budget for a maximum of \$1,760,793**