



*Policy Year*

2021-2022

# **PUBLIC EDUCATION**

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## **Multi-Lines Insurance Policy**

*Issued for:*

**Post Falls School District #273**

*Issued by:*

**I d a h o   C o u n t i e s   R i s k   M a n a g e m e n t   P r o g r a m**

**3100 Vista Avenue, Suite 300, Boise, ID 83705**

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

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

# PUBLIC EDUCATION 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>Post Falls School District #273</b>   |
| <b>Address:</b>   | <b>P.O. Box 40<br/>Post Falls, Idaho 83877</b>   |
|   |  |
| <b>Application Date:</b>  | <b>May 1, 2021</b>   |
|   |  |
| <b>Policy Number:</b>   | <b>8PED04064070121</b>   |
|   |  |
| <b>Policy Period:</b>   | <b>From: July 1, 2021<br/>To: July 1, 2022<br/><i>Both dates above at 12:01 AM</i></b> |
|   |  |
| <b>Member Contribution:</b>   | <b>\$140,292</b>   |
|   |  |
| <b>NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION</b>  |  |
| <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 \$500,000,000 per occurrence and this limit is for all property coverages and all limits of indemnification combined with all public education 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 \$2,500 per occurrence is applicable to Section V, Insuring Agreements 1 and 2, excepting flood and earthquake losses. |
| Debris Removal  | \$2,500,000 (lesser 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 Education 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.                                 | Earthquake: The first \$25,000 per occurrence.   |
| Fire Brigade/Extinguishing  | \$25,000  | Per covered occurrence.  |  |
| Fine Arts   | \$1,000,000   | Per covered occurrence and/or in the 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 Education 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 Education members claims combined in this policy year. | *Flood Type 1: The first \$500,000 per building and first \$500,000 per contents per covered occurrence.                         |
| Inadvertently Omitted Items   | \$2,500,000   | Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year.                                 |  |
| Increased Cost of Construction  | \$10,000,000  | 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.   | **Flood Type 2: The first \$25,000 per occurrence.   |
| 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.                                 |  |

| <b>----- CRIME INSURANCE -----</b>                               |                                 |  |  |
|--|---------------------------------|--|--|
| Section VI limit of indemnification is \$500,000 per occurrence. |                                 |  |  |
| <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 \$2,500 of any loss in insuring agreements 1, 2 and 3. |
| <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.  |  |

| <b>----- OCCURRENCE LIABILITY COVERAGES -----</b> |   |  |                                |
|---|---|--|--------------------------------|
| <b>Insuring Agreements</b>                        | <b>Indemnification Limit for 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</b>                    | \$3,000,000                                     | \$3,000,000                                  | Per covered occurrence.        |
| <b>2. Automobile Medical Payments</b>             | \$5,000<br>\$100,000                            | Not Applicable                               | Each person.<br>Each accident. |
| <b>3. Uninsured / Underinsured Motorists</b>      | \$100,000<br>\$300,000                          | Included in above                            | Each person.<br>Each accident. |
| <b>GENERAL LIABILITY- SECTION VIII</b>            |   |  |                                |
| <b>1. General Liability</b>                       | \$2,000,000                                     | \$3,000,000                                  | Per covered occurrence.        |

**ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD LISTED FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV AND APPLICABLE INSURING AGREEMENTS WITHIN SECTION XV COMBINED IS \$10,000,000.**

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

| <b>Section &amp; Insuring Agreements</b>  | <b>Indemnification Limit for Covered Claims</b> | <b>Defense Cost Limit for Covered Claims</b> | <b>Coverage Basis/Deductible</b>                               |
|---|---|--|--|
| <b>ERRORS &amp; OMISSIONS LIABILITY – SECTION IX</b><br><br><u>CLAIMS MADE COVERAGE</u><br>Retroactive Date: <b>July 1, 2002</b><br><br><b>1. Errors &amp; Omissions Liability</b>                    | \$2,000,000                                     | \$3,000,000                                  | Per covered claim.   |
| <b>EMPLOYEE BENEFITS LIABILITY – SECTION X</b><br><br><u>CLAIMS MADE COVERAGE</u><br>Retroactive Date: <b>July 1, 2002</b><br><br><b>1. Employee Benefits Liability</b>                               | \$2,000,000                                     | \$3,000,000                                  | Per covered claim.   |
| <b>EMPLOYMENT PRACTICES LIABILITY – SECTION XI</b><br><br><u>CLAIMS MADE COVERAGE</u><br>Retroactive Date: <b>July 1, 2002</b><br><br><b>1. Employment Practices Liability</b>                        | \$2,000,000                                     | \$3,000,000                                  | Per covered claim.   |
| <b>SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XII</b><br><br><u>CLAIMS MADE COVERAGE</u><br>Retroactive Date: <b>July 1, 2003</b><br><br><b>1. Sexual Molestation/Sexual Abuse Liability</b> | \$2,000,000                                     | \$3,000,000                                  | Per covered claim.   |
| <b>EDUCATOR'S LIABILITY – SECTION XIII</b><br><br><u>CLAIMS MADE COVERAGE</u><br>Retroactive Date: <b>July 1, 2002</b><br><br><b>1. Educator's Liability</b>  | \$2,000,000                                     | \$3,000,000                                  | Per covered claim.   |
| <b>CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV</b><br><br><u>CLAIMS MADE COVERAGE</u><br>Retroactive Date: <b>July 1, 2002</b><br><br><b>1. Chemical Spraying Activities Liability</b>       | \$500,000                                       | \$500,000                                    | Per covered claim and/or in the aggregate for multiple claims. |

**ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD LISTED FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV AND APPLICABLE INSURING AGREEMENTS WITHIN SECTION XV COMBINED IS \$10,000,000.**

**----- SECTION XV – ENDORSEMENTS -----**

| <i>Insuring Agreements</i>  | <i>Limit of Indemnification</i>   | <i>Defense Cost Limit</i>            | <i>Coverage Basis and/or Aggregate</i>  | <i>Deductible</i>              |
|---|---|--------------------------------------|---|--------------------------------|
| <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 \$2,500 of any loss. |
| <b>#2 - Nuclear, Chemical or Biological Amendatory Endorsement</b>  | \$500,000   | \$500,000                            | Per covered occurrence and subject to annual aggregate.   |                                |
| <b>#3 – Injunctive Relief Amendatory Endorsement<br/>CLAIMS MADE COVERAGE<br/>Retroactive Date: July 1, 2002</b>  | \$0   | \$50,000                             | Per covered claim and \$100,000 in the aggregate for multiple claims.   |                                |
| <b>#4 – Attorney Consultation Reimbursement Amendatory Endorsement</b>  | \$0   | \$1,500                              | Per covered claim and \$50,000 in the annual aggregate for multiple claims.   |                                |
| <b>#5 – Students in Practicum Program Endorsement</b>   | \$1,000,000   | Included in limit of indemnification | Per Covered occurrence and \$2,000,000 in the aggregate for multiple occurrences.   |                                |
| <b>#6 – ISBA Participating Provision Endorsement</b>  | \$0   | Not applicable                       | Per policy period.  |                                |
| <b>#7 - Terrorism Liability Amendatory Endorsement</b>  | \$500,000   | \$500,000                            | Per covered occurrence and/or in the aggregate for multiple claims.   |                                |
| <b>#8 – Asbestos Remediation Amendatory Endorsement</b>   | \$0   | Not applicable                       | Per covered occurrence.   | The first \$2,500 of any loss. |
| <b>#9 – Active Assailant Amendatory Endorsement</b>   | \$250,000   | Not applicable                       | Per covered occurrence and/or in the aggregate for multiple occurrences.  |                                |
| <b>#10 – Equipment Breakdown Endorsement</b><br>1. Spoilage<br>2. Service Interruption<br>3. Expediting Expense<br>4. Business Income & Extra Expense<br>5. Hazardous Substance<br>6. Ammonia Contamination<br>7. Electronic Data and Media<br>8. CFC Refrigerants<br>9. Computer Equipment | \$500,000<br>\$2,500,000<br>\$500,000<br>\$1,000,000<br>\$1,000,000<br>\$500,000<br>\$1,000,000<br>\$100,000<br>\$5,000,000 | Not applicable for endorsement       | Per covered occurrence for each limit listed. The indemnification limit is \$100,000,000 per occurrence for all equipment breakdown coverages and all limits of indemnification combined with all ICRMP members collectively. | The first \$2,500 of any loss. |
| <b>#11 – Title IX Independent Investigator Amendatory Endorsement</b>   | \$0   | \$2,500                              | Per covered claim and \$25,000 in the annual aggregate for multiple claims.   |                                |

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## DEFINED TERMS

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| Section XV                   | 66, 72 | Fungi                        |            | Our                            |                           | Suit                                       |    |
| D                            |        | Section II                   | 2          | Section II                     | 4                         | Suit II                                    | 4  |
|                              |        | H                            |            | P                              |                           |  |    |
| Damages                      |        | Hazardous Substance          |            | Period of Restoration          |                           |  |    |
| Section II                   | 2      | Section XV                   | 71         | Section V                      | 24                        |  |    |
| Defense Costs                |        | I                            |            | Personal Injury                |                           |  |    |
| Section XVI                  | 58, 59 |                              |            | Section II                     | 3                         |  |    |
| Discrimination               |        | Incident                     |            | Pollutant                      |                           |  |    |
| Section II                   | 2      |                              |            | Section II                     | 3                         |  |    |

|                                |    |                                    |    |                     |    |   |    |
|--------------------------------|----|------------------------------------|----|---------------------|----|---|----|
| T                              |    | <b>Unmanned Aircraft System</b>    |    | Section V           | 24 | <b>Wrongful Employment Practice Act</b> |    |
| <b>Terrorism</b>               |    | Section II                         | 4  | <b>Vehicle</b>      |    | Section II                              | 4  |
| Section II                     | 4  | <b>Us</b>                          |    | W                   |    | Section II                              | 4  |
| Section XV                     | 64 | Section II                         | 4  | <b>We</b>           |    | <b>Wrongful Taking</b>                  |    |
| U                              |    | V                                  |    | Section II          | 4  | Section VI                              | 33 |
| <b>Underinsured Automobile</b> |    | <b>Vacant</b>                      |    | <b>Weapon</b>       |    | Y                                       |    |
| Section VII                    | 37 | Section V                          | 24 | Section XV          | 66 | <b>You</b>                              |    |
| <b>Uninsured Automobile</b>    |    | <b>Vacant Property</b>             |    | <b>Wrongful Act</b> |    | Section II                              | 4  |
| Section VII                    | 37 | Section V                          | 24 | Section II          | 4  | <b>Your</b>                             |    |
|                                |    | <b>Valuable Papers and Records</b> |    |                     |    | Section II                              | 4  |

## 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. By acceptance of this policy **you** agree that the declarations pages accurately indicate the coverages **you** have purchased.
- d. All limits of indemnification, including annual aggregate, are as stated in the declarations pages or within the accompanying policy.

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.

- e. 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 the independent insurance agent responsible for maintaining information about **your** insurance needs has no power to bind ICRMP to provide insurance beyond that expressed in this policy, its endorsements, and its attendant declarations 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. **Bodily Injury** does not include sexual molestation.
  4. **"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.
  5. **"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.
  6. **"Employee Benefit Program"** means 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.
  7. **"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.
  8. **"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.
  9. **"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.
  10. **"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.
  11. **"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.
  12. **"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 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.
13. **"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.
14. **"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**.
15. **"Named Insured"** means the public entity identified in the declarations pages of this policy.
16. **"Occurrence"** means an **accident** or a continuous or repeated exposure to conditions which result in **personal injury** 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 conditions shall be deemed one **occurrence**.
17. **"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.
18. **"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, **fungi**, 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.
19. **"Premises"** means any real property or land possessed and controlled by **you** in **your** capacity as a possessor.
20. **"Property Damage"** means physical damage to or destruction of tangible property, including loss of use resulting from such physical damage or destruction.

21. **"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.
22. **"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.
23. **"Student"** means an individual who is formally enrolled in **your** school or college.
24. **"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.
25. **"Unmanned Aircraft System"** means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an unmanned aircraft system. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within the or on the aircraft.
26. **"Vehicle"** means any automobile, truck, van, bus, motorcycle or other conveyance licensed for use on public roads.
27. **"We", "Us" and "Our"** means Idaho Counties Risk Management Program, Underwriters (ICRMP).
28. **"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**, as defined elsewhere in this policy.
29. **"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.
30. **"You" and "Your"** means the **named insured** identified in the declarations pages of this policy.

## 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;
  - (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 Insuring Agreements 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, Claim or Suit.**
  - a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence** which may reasonably result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the **occurrence, claim, accident, failure to educate, wrongful act, wrongful employment practice act** or **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, failure to educate, wrongful act, wrongful employment practice act, claim or suit**.
- b. If a claim is made or **suit** is brought against any **insured, you** and any involved **insured** must:
- (1) Immediately send **us** copies of any claims, demands, notices, summonses or legal papers received in connection with the claim, **occurrence, accident, failure to educate, wrongful act, wrongful employment practice act, claim or suit**;
  - (2) See that **we** receive written notice of the claim or **suit** as soon as practicable;
  - (3) Authorize **us** to obtain records and other information, and provide a sworn statement, if requested;
  - (4) 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
  - (5) 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 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, failure to educate, wrongful act, wrongful employment practice 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 sixty (60) days duration following immediately upon the effective date 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** but only by reason of a **wrongful act, failure to educate, 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 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. Claims made or **suits** brought; or
  - c. 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 IX); 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 X); 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 XI); or
    - (4) All claims arising out of the same Sexual Molestation or Sexual Abuse bodily injury occurrence or a series of related Sexual Molestation or Sexual Abuse bodily injury occurrences (Section XII); or
    - (5) All claims arising out of the same Educators Liability **failure to educate** incident or a series of related Educators Liability **failure to educate** incidents (Section XIII); or
    - (6) All claims arising out of the same Chemical Spraying Activities Liability occurrence or a series of related Chemical Spraying Activities Liability occurrences (Section XIV), shall be treated as a single claim considered **first made** against an **insured** 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.

- 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 or **wrongful acts** take place, such related claims shall be treated as a single claim considered **first made** during the policy period or during any extended reporting period when the first of such covered claims 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 or **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 or **wrongful act** 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 liability 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 by **your** agent. It is the responsibility of the independent insurance agent to enter information into the online ICRMP e-Agent website. It is the responsibility of **you** to report the required information to **your** agent.
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 subrogating 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 to any action 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 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;
    - 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;
    - 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 covered party 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. **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. **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. **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; 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. **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
10. **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. For which any **insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
11. **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. **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. **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. **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**.
15. **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.
16. **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. 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 public agencies.
17. **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.
18. **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.
19. **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.
20. **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:
- 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.
21. **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.
22. **Pollution.** This is an absolute pollution exclusion. It is the intention of **you** and **we** 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** now, or in the past, have owned, rented or occupied, including but not limited to **premises** that **you** have operated or managed as an involuntary possessor; or
  - b. At or from any site or location used by or for **you** 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** or any person or organization for whom **you** may be legally responsible:
    - (1) At or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** 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 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** 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** 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 scope of their duties.
23. **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 scope of their duties as such.
24. **Punitive Damages.** This policy does not cover any claim for exemplary or punitive **damages**, however characterized.
25. **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 covered party 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.
26. **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, 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.
27. **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.
28. **Watercraft.** This policy does not cover any claim involving the ownership, maintenance or use, including loading and unloading, of watercraft over fifty (50) feet in length.
29. **Workers' Compensation and Other Benefits Laws.** This policy does not cover any claim to any obligation for which **you** may be held liable under any workers' compensation, unemployment compensation, disability benefits law, employer's liability, 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 \$500,000,000 per **occurrence** and this limit is for all property coverages and all limits of indemnification combined with all public education members collectively. This section covers property, as described herein, against all risks of direct physical loss or direct physical damage, 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 do not increase, the combined limits of indemnification of all public education members collectively. Also, the below sublimited additional coverages are subject to all policy provisions and this sections 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 damaged 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, 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:
      - (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:
  - (i) Demolish the physically undamaged portion of such property insured; and
  - (ii) 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 limit 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:
  - (i) The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
  - (ii) 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:
    - (i) 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.
    - (ii) 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.

- (iii) 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.
  - (iv) 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:
- (i) 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;
  - (ii) 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:
- (i) Any loss of income.
  - (ii) Costs that normally would have been incurred in conducting the operation during the same period had no physical loss or damage occurred.
  - (iii) Cost of permanent repair or replacement of property that has been damaged or destroyed.
  - (iv) 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 structures 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 or 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.
  - (d) Deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this policy results, in which event, this coverage will only insure 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 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 **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 volunteers 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. **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.
  7. **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.
  8. **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 inadvertently omitted from *your schedule of values*.
  9. **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**. This definition does not include loss or damage caused by or resulting from **flood**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
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 automobiles, coins, stamps, precious metals, watercraft, aircraft, money, 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”** means containing inadequate contents to perform customary business operations.
20. **“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 customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered **vacant**.
21. **“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. **Borrowed Automobiles from Other Public Entities.** **Vehicles** that are loaned to **you** from other public entities, for less than ninety (90) days, and used for official business, are not required to be listed on the **schedule of values**.
3. **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**.
4. **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 condition 8. 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 condition 8. Deductibles 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 condition 8. Deductibles, 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.
5. **Schedule of Values.** Except for busses, 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.
  6. **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, and **vehicles**:
      - (1) The cost to repair or replace the property with new **mobile equipment**, watercraft 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**, 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.

7. **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 and 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 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. 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;
    - (3) 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. 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 provided by Debris Removal and Increased Cost of Construction additional coverage as listed in the conditions.
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.
- 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. **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.
3. **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**.
4. **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.
5. **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.
6. **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** and arising out of the ownership, maintenance, use, loading or unloading of an **insured automobile**.
2. **Automobile Medical Payments.** We agree to pay **medical expenses** incurred within the policy period and within ten (10) days of an **automobile 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 **occurrence** and arise out of the ownership, maintenance or use of an **uninsured automobile or underinsured automobile**. This policy will pay under this Insuring Agreement only after the limits of liability 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 automobile** with the permission of the **insured**.
  - b. With respect to Insuring Agreement 2, anyone **occupying** an **insured automobile** with the permission of the **insured**.
  - c. With respect to Insuring Agreement 3, an **insured** or anyone else while **occupying** an **insured automobile** with permission of the **insured**.
2. **"Insured Automobile"** means an **automobile** owned by the **named insured** or a non-owned **automobile** 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 automobile**.
5. **"Underinsured Automobile"** means an **automobile** 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 an **automobile**:
  - 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 **automobile** and neither the driver nor the owner can be identified. The hit-and-run **automobile** must come in contact with an insured automobile.

**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. **Automobiles Owned by Employees or Authorized Volunteers.** An **automobile** owned by an employee or authorized volunteer of the **named insured** is provided auto liability coverage by this section while the **automobile** 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 an **automobile** owned by other public or private entities which are made available to the **named insured** or its employees. For these non-owned **automobiles**, the terms and conditions already contained in this policy shall apply
  - 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 **automobile** 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 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.

#### **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:**

- a. To any claim, **occurrence, accident, failure to educate, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
- b. To any claim of **bodily injury** sustained by any person, including an **insured**, engaged in the maintenance or repair of an insured automobile.
- c. To any claim that directly or indirectly benefits any worker's compensation or disability benefits 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. To any claim arising out of the operation of **mobile equipment**.
- f. To any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any **accident** arising out of the operation thereof.
- g. To any employee with respect to injury to, sickness, disease or death of another employee of the same employer injured in the course of such employment in an **accident** arising out of the maintenance or use of the **automobile** in the business of such employer.
- h. With respect to any hired **automobile**, to the owner or a lessee thereof, other than the **named insured**, nor to any agent or employee or such owner or lessee.



- i. To any ***bodily injury*** resulting from or arising out of the use of an ***automobile*** owned by ***you*** and not insured by ***us***.
  - j. To any claim for ***bodily injury*** arising out of:
    - (1.) Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
    - (2.) A series of related sexual molestation occurrences or a series of related sexual abuse occurrences that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
  - k. To any ***claim*** 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 respects to ***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 ***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 any ***insured*** arising out of or in the course of employment.
  - c. To any liability for indemnity or contribution brought by any party for ***bodily injury*** or ***property damage*** sustained by any ***insured***.
3. **With Respect to Insuring Agreement 2, Automobile Medical Payments of this Section does not apply:**
- a. To any ***bodily injury*** arising out of or resulting from the operation of an insured automobile while being used for hire or for a fee with authorization for such use.
  - b. For ***bodily injury*** to any employee, elected official or volunteer eligible to receive any worker's compensation, occupational disease or similar disability law benefits.
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.

## 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** for **personal injury** or **property damage** which arise out of an **occurrence** during the policy period. Included within this insuring agreement are the following:
  - a. **Garagekeeper's Liability.** Insuring Agreement 1 provides liability coverage to the **named insured** as bailee with respect to an **automobile** left in its custody and control on school grounds or on grounds remote from the school when used for vocational training and will be sublimited to \$500,000 per **occurrence**.
  - b. **Hostile Fire Liability.** Insuring Agreement 1 provides for loss or damage arising out of heat, smoke or fumes resulting from a hostile fire.
  - c. **Host/Liquor Liability.** Insuring Agreement 1 provides liability coverage for actions resulting from the provision, sale or distribution of alcoholic beverages, or by reason of any local, state or federal liquor control laws and will be sublimited to \$500,000 per **occurrence**.
  - d. **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 of their employment) only by any of the following persons acting on behalf of the **named insured** by:
    - (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 scope of their duties and responsibilities serving **students** in the function of a school nurse.
    - (3) Employed or volunteer athletic trainers while acting within the scope of their duties and responsibilities serving **students** in the function of an athletic trainer.
    - (4) The distribution of medicines prescribed by a physician and provided by the **student's** parents and/or legal guardians while they are **students** at **your** school. Such distribution must be made by an employee of the school.
    - (5) Any other **insured** providing **first aid**.

### B. Definitions Applicable to General 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. **"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. Any volunteer groups, associations or similar organizations, but only with respect to their actions on behalf of **you**.

### **C. Exclusions Applicable to General 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, General Liability Insurance of this Section does not apply:**

- a. To any claim, **occurrence, accident, failure to educate, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
- b. To **personal injury** or **property damage** resulting from or arising out of the ownership, maintenance, use or entrustment to others of any **automobile**.
- c. To **property damage** to 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. This exclusion shall not apply to garagekeeper's liability, as provided in the general insuring agreement of this section.
- d. To any **damages** claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **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.
- e. To any claim or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- f. To the ownership, maintenance or use of a trampoline or mini-trampoline.
- g. To any claim arising out of the failure to supply water, electrical power, fuel, Internet or any other utilities.
- h. To any **claim** for **personal injury** arising out of:
  - (1) Any sexual molestation **occurrence** that results in a claim or any sexual abuse **occurrence** that results in a claim; or
  - (2) A series of related sexual molestation **occurrences** or a series of related sexual abuse **occurrences** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
- i. To any **claim** 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 respects to **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 **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

## SECTION IX - 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 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 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 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.

#### 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 after the applicable retroactive date shown in the declaration pages of this policy and on or before the expiration 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. **The Errors and Omissions Insuring Agreement 1 of this Section does not cover any claim:**
  - a. Or **occurrence, accident, failure to educate, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. Arising out of the failure to supply water, electrical power, fuel, Internet or any other utilities.
  - c. 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.
  - d. Resulting from a continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - e. For **personal injury** or **property damage**.
  - f. To any **claim** 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 respects to **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 **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

g. To any **claim** for **damages** arising out of:

- (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
- (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.

## SECTION X – 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** arising 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 **wrongful acts** 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. Affecting, continuing or terminating any employee 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.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** or **personal injury** 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.

### 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** or all **personal injury** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the expiration 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. **The Employee Benefit Liability Insuring Agreement 1 of this Section does not cover any claim:**
  - a. Or **occurrence, accident, failure to educate, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.

- b. 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** or **personal injury** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- c. Resulting from a continuing **wrongful act** or **personal injury** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- d. To any **claim** for **damages** arising out of
  - (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
  - (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
- e. For **property damage**.

## SECTION XI – EMPLOYMENT PRACTICES LIABILITY INSURANCE

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### 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** 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, arising out of any **wrongful employment practice act** or series of related **wrongful employment practice 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 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.

#### **C. Specific Conditions Applicable to Employment Practices 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 employment practice acts** must take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the expiration of this policy period.

#### **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. **The Employment Practices Liability Insuring Agreement 1 of this Section does not cover any claim:**
  - a. Or **occurrence, accident, failure to educate** or other covered loss more specifically covered under any other section of this policy.
  - b. 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. Resulting from a continuing **wrongful employment practice act** which commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
  - d. To any **claim** for **damages** arising out of:



- (1) Any sexual molestation **wrongful employment practice act** or any sexual abuse **wrongful employment practice act**; or
  - (2) A series of related sexual molestation **wrongful employment practice acts** or a series of related sexual abuse **wrongful employment practice acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
  - (3) The above exclusions do not apply to a claim for **damages** arising out of **employment sexual harassment**.
- e. For **personal injury** or **property damage**.

## SECTION XII –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** arising out of a **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 any **sexual molestation or sexual abuse incident** 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; and
  - c. 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 the policy period.

All such **sexual molestation or sexual abuse bodily injury**, including all **related sexual molestation or sexual abuse bodily injury**, will be deemed to have occurred at the time of the absolute first **sexual molestation or sexual abuse** 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) Incidents of **sexual molestation or sexual abuse** taking place thereafter;
- (2) Victims of **sexual molestation or sexual abuse**;
- (3) Locations where the **sexual molestation or sexual abuse** took place;
- (4) ICRMP policy periods over which the acts of **sexual molestation or sexual abuse** took place; or
- (5) Breaches of any legal obligation arising out of any **sexual molestation or sexual abuse**, or suspected or threatened **sexual molestation or sexual abuse**, or breach of duty to any person who was **sexually molested or sexually abused**.

All **claims** arising out of the same **sexual molestation or sexual abuse bodily injury** occurrence, 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**.

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**.
3. **"Related Sexual Molestation or Sexual Abuse Bodily Injury"** means **sexual molestation or sexual abuse bodily injury** that has as a common nexus with, or involve, a series of casually or logically related acts.
4. **"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 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 conditions are applicable to this Section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **sexual molestation or sexual abuse claims** must take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the expiration 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:**
  - a. To any **claim, occurrence, accident, failure to educate, wrongful act or wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. To any **claim** relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual or alleged discrimination or harassment.
  - c. To 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 bodily injury claim***:

- (1) Based upon, or arising out of, ***sexual molestation or sexual abuse bodily injury*** 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.
- (2) Arising out of any ***sexual molestation or sexual abuse bodily injury*** that first takes place prior to the retro date of this policy.
- (3) Caused by any ***insured*** who is found by a court of law to have committed a criminal act involving sexual molestation or sexual abuse. 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.

## SECTION XIII – EDUCATOR’S LIABILITY INSURANCE

### CLAIMS MADE ONLY

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#### A. Insuring Agreement Applicable to Educator’s 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. **Educators Liability.** **We** agree to pay on **your** behalf those sums **you** become legally obligated to pay as **damages** because of a claim of **failure to educate** which is **first made** in writing to **us** by **you** against **you** during this policy period, or any extended reporting period **we** provide arising out of any claim of a **failure to educate**. **We** agree to provide a defense for any claim of **failure to educate**, whether or not money damages are claimed, up to the defense limits as set forth in the declaration pages. This insurance only applies to Educators Liability if the incident did not occur before the retroactive date, if any, shown in the declarations pages or after the end of this policy period. This coverage is strictly limited to the payment of **damages** and/or defense costs. Any additional expenses or costs arising out of a negotiated education plan or similar new expense required to meet the educational needs of the claimant shall be the responsibility of the **named insured**.

#### B. Definitions Applicable to Educator’s 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. **“Failure to Educate”** means a claim of:
  - a. A failure to educate;
  - b. Negligent instruction;
  - c. Inaccurate diagnosis or assessment of student needs;
  - d. Inaccurate or insufficient education or development plan;
  - e. Improper or excessive disciplinary action of a student.

#### C. Exclusions Applicable to Educator’s Liability Insuring Agreement

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

1. **With Respect to Insuring Agreement 1, Educator’s Liability Insurance of this Section does not apply:**
  - a. To any claim, **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
  - b. To any **claim** for **damages** arising out of
    - (1) Any sexual molestation **failure to educate** claims or any sexual abuse **failure to educate** claims; or
    - (2) A series of related sexual molestation **failure to educate** claims or a series of related sexual abuse **failure to educate** claims that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.

## 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** arising out of an **occurrence** for **chemical spraying activities** against an **insured** which is **first made** in writing to **us** by **you** during this policy period, or any extended reporting period **we** provide. For this insuring agreement, two or more **claims** arising out of a single **occurrence** or series of related **occurrences** 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 incident did not first occur before the retroactive date as stated in the declarations pages or after the end 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 by an **insured**.
3. **"Occurrence"** means an **accident** or a continuous or repeated exposure to **chemical spraying activities** 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.

#### 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 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. To any **claim, occurrence, accident, failure to educate, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
2. To any claim or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
3. To any claim 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. To any **occurrences** for **bodily injury** arising out of:
  - (1) Any sexual molestation **occurrence** that results in a claim or any sexual abuse **occurrence** that results in a claim; or
  - (2) A series of related sexual molestation **occurrences** that results in a claim or a series of related sexual abuse **occurrences** that results in a claim that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.

## **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 coverage 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 **automobiles** 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 NUCLEAR, CHEMICAL OR BIOLOGICAL INCIDENT** **AMENDATORY ENDORSEMENT**

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### **A. With respect to Insuring Agreement 1:**

The following insuring agreement is applicable to this Endorsement only and amends Insuring Agreement 1 of Section VIII General Liability. Also, the following 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** because of bodily **injury** or **property damage** caused by an **accident** arising out of the use of nuclear material, caustic chemicals, or biological materials used in school operations. This coverage is sublimited to \$500,000 per **accident**. 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.

**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 NON-MONETARY CLAIM DEFENSE ENDORSEMENT

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### CLAIMS-MADE-Retroactive Date July 1, 2002

#### A. INSURING AGREEMENT APPLICABLE TO THIS AMENDATORY ENDORSEMENT

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 you for **defense costs** associated with assisting **you** in responding to a **claim**. The **claim** must be **first made** against **you** during this policy period, or any extended reporting period we may offer.

#### B. DEFINITIONS APPLICABLE TO THIS 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. **Claim** means a demand received by **you** alleging a **wrongful act** committed by any **insured**, and demanding injunctive, declaratory, or other non-monetary relief, or a **claim** where the only monetary **damages** sought are for cost of **suit** and/or attorney's fees. **Claim** also means any investigative action taken by a State or Federal agency alleging a violation of State or Federal law.
2. **Defense costs** means fees attorney fees and related expenses and costs. **Defense costs** will not include the salary, additional wages or costs of any employee of an **insured**, unless **you** receive prior authorization from **us**.

#### C. LIMITS OF INSURANCE APPLICABLE TO THIS AMENDATORY ENDORSEMENT

1. The limit of insurance for reimbursement of **defense costs** is \$50,000 per **claim** and for all **claims** in the annual aggregate during the 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.**

## #4 ATTORNEY CONSULTATION REIMBURSEMENT AMENDATORY ENDORSEMENT

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### A. INSURING AGREEMENT APPLICABLE TO THIS 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 **you** for **defense costs** incurred by **you** 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 at least 30 days prior to such termination.

### B. DEFINITIONS APPLICABLE TO THIS 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 fees attorney fees and related expenses and costs. **Defense costs** will not include the salary, additional wages or costs of any employee of an **insured**, unless **you** receive prior authorization from **us**.

### C. LIMITS OF INSURANCE APPLICABLE TO THIS AMENDATORY ENDORSEMENT

1. The limit of insurance for reimbursement of **defense costs** is \$1,500 in attorney fees per proposed termination considered not to exceed \$50,000 in the annual aggregate for all proposed terminations per policy period.
2. The amounts payable under this endorsement are in addition to the defense costs limits stated within the declarations pages.

**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.**



## # 5 STUDENTS IN PRACTICUM PROGRAMS LIABILITY AMENDATORY ENDORSEMENT

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### A. *Supervised Student Practicum and Job Shadowing Programs Insuring Agreement*

The following insuring agreement is applicable to this Endorsement only and may amend 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**, as defined within this endorsement, becomes legally obligated to pay as **damages** for **personal injury** or **property damage** which arise out of an **occurrence** caused, in whole or in part, or contributed to by any acts, errors or omissions of **your students** while serving in a supervised **students in practicum programs**. Such **personal injury** or **property damage** must be caused by an **occurrence** that takes place during the policy period and in the coverage territory.

### B. Definitions Applicable to Student Practicum Liability Endorsement:

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

1. **"Insured"** means:
  - a. **Students**, but only while serving in a supervised **students in practicum program**.
  - b. Any unaffiliated person, entity or organization who is sponsoring or participating in a supervised **students in practicum program** approved by **you** and exclusively involving **your students** but only where **you** have agreed in a written contract or written agreement to include such unaffiliated person, entity or organization as an additional **insured(s)**. The written contract or written agreement must be effective and executed by **you** and the unaffiliated person, entity or organization prior to a covered **occurrence**.
2. **Students in practicum program** means **your** currently enrolled **students** serving in a supervised practicum or job shadowing program approved by **you** in satisfaction of course requirements and while acting under **your** direction and control or under the direction and control of any sponsoring or participating unaffiliated person, entity or organization included as an additional **insured** by this endorsement. When such supervised practicum or job shadowing program is in connection with medical or other allied health operations or activities, the supervising **insured** must be a licensed or certified medical professional.

### C. Exclusions Applicable to Student Practicum Liability Endorsement:

The following exclusions apply solely to this Endorsement only and are in addition to those exclusions found elsewhere in the policy. It may also amend exclusions located in Section IV General Exclusions of this policy.

1. This insurance does not apply to any claim or **suit**:

- a. Based upon, or arising out of, any claim(s) alleging a **personal injury** or **property damage** which is the subject of any notice given under any policy or policies the term of which has expired prior to the inception date of this policy.
- b. Arising out of any **personal injury** or **property damage** that takes place prior to the inception date of this policy, provided that any **insured** knew or reasonably should have foreseen that such **personal injury** or **property damage** would give rise to a claim(s).
- c. Based upon, or arising out of, any claim(s) alleging **personal injury** or **property damage** related to the sole negligence of any unaffiliated person, entity or organization who is sponsoring or participating in a supervised **students in practicum program** and included as an additional **insured(s)** with respect to that supervised **students in practicum program**.
- d. Any **occurrence** which takes place after:
  - (1) This policy's expiration date or cancellation date, or
  - (2) Cancellation date of this Endorsement, or
  - (3) The date the written contract or agreement with an additional **insured** who is an unaffiliated person, entity or organization sponsoring or participating in supervised **students in practicum programs** is terminated by either party, or
  - (4) Whichever of these events occur first.
- e. **Personal injury** or **property damage** to any **student** serving in a supervised **students in practicum program**.

**D. Limits of Liability Applicable to Student Practicum Liability Endorsement:**

- 1. Solely with respect to the insurance provided by this endorsement involving any additional **insured** who is an unaffiliated person, entity or organization sponsoring or participating in a supervised **students in practicum program**, this insurance will be limited to the extent of coverage and limits of liability required by the written contract or written agreement and will not increase the limit(s) of indemnification shown in #6 **Students In Practicum Programs - Endorsement** or alter any of the terms of coverage stated in SECTION VIII – GENERAL LIABILITY INSURANCE or elsewhere in the policy. Any payment obligation by **us** due to a covered **occurrence** involving such an additional **insured** will be subject to the limit(s) of indemnification shown in the declarations pages for #6 **Students In Practicum Programs – Endorsement**.

**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 ISBA PARTICIPATING PROVISION ENDORSEMENT

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As a member of the Idaho School Boards Association (ISBA) and a member of the Idaho Counties Risk Management Program (ICRMP), **you** are eligible to participate in any program dividend declared by **us** from earnings related to this policy. The extent and conditions of the dividend will be determined by formula negotiated and agreed to by ISBA and **us**. This dividend shall be based upon the combined property **loss** experience of all ISBA members in the Public Education Policy during the policy term. Provided **you** have complied with the terms of the policy with respect to the payment of member contributions, **your** pro rata portion of the dividend shall be based upon the percentage of earned member contribution **you** paid in relationship to the total earned member contribution paid by all ISBA Members in the Public Education Policy program.

**Your** pro rata portion of the dividend shall be paid to **you** by the ISBA, on behalf of ICRMP, beginning no later than 60 days after the expiration of this policy, whether or not **you** remain a member of ICRMP at the time the dividend is paid. The calculation of **your** portion of the dividend is available upon **your** written request to:

Idaho School Boards Association  
P.O. Box 9797  
Boise, 10 83707

**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 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

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### A. With respect to Insuring Agreement 1

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** because of **bodily injury** or **property damage** caused by an act of **terrorism**. This coverage is sublimited to \$500,000 per occurrence. 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.
2. For the purpose of this endorsement, **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.

**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 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

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The following insuring agreement is applicable to this Endorsement only and amends the Insurance provided in Item A located in 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.**

## # 9 ACTIVE ASSAILANT AMENDATORY ENDORSEMENT

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### A. INSURING AGREEMENT

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 pay any **costs** incurred on behalf of the **named insured** from the use of **crisis management resources** following an **incident**, as defined herein, which first occurred during the policy period.
2. We will reimburse **costs** incurred by **you**, as covered herein, directly to **you** for **crisis management resources** as defined.

### B. DEFINITIONS

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

1. **Crisis management resources** means any public relations firm or crisis management firm used by the named insured during the crisis. This includes:
  - a) Public Relations Firm,
  - b) Crisis Management Firm,
  - c) Incident Response Team,
  - d) Psychological counselling,
  - e) Environmental clean-up team,
  - f) Salvage and recovery clean up team,
  - g) Funeral expenses.
2. **Costs** means fees used to hire the services of **crisis management resources**.
3. **Incident** can be defined only by the following named event:
  - a) On campus violence resulting from an active assailant using a **weapon** that causes bodily injury to students, insured's or other persons while on **your** premises.
4. **Weapon** means firearms, explosive devices, knives, medical instruments and corrosive substances.

### C. LIMITS OF INSURANCE

1. The limit of insurance for reimbursement for specified **costs** related to **crisis management resources** is \$250,000 per incident and in the aggregate in 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.**

## # 10 — 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 liability 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 Liability.** 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 covered equipment** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which **you** receive;
  - b. The **covered 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 **covered 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:
  - (i) Recoverable elsewhere in this policy; or
  - (ii) 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 **covered 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 the **we** would have paid had no **hazardous substance** been involved with the loss.

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

- 9. **Water Damage:** This endorsement covers the damage to **covered 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 policy covers the additional cost to repair or replace **covered 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 policy covers 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 **covered 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 **covered 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 **covered 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. **“Covered Equipment”**
- a. Means
    - (i.) Equipment built to operate under internal pressure or vacuum other than weight of contents;
    - (ii.) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
    - (iii.) Communication equipment, and computer equipment.
  - b. Does not mean or include any:
    - (i.) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
    - (ii.) Insulating or refractory material, but not excluding the glass lining of any **covered equipment**;
    - (iii.) 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;
    - (iv.) Catalyst;
    - (v.) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
    - (vi.) Structure, foundation, cabinet or compartment supporting or containing all or part of the **covered equipment** including penstock, draft tube or well casing;
    - (vii.) **Vehicle, aircraft**, self-propelled equipment or floating vessel, including any **covered equipment** that is mounted upon or solely with any one or more vehicle(s), **aircraft**, self-propelled equipment or floating vessel;
    - (viii.) Dragline, excavation or construction equipment including any **covered equipment** that is mounted upon or solely used with any one or more dragline(s), excavation, or construction equipment;
    - (ix.) 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
    - (x.) Equipment or any part of such equipment manufactured by **you** for sale.
    - (xi.) 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.



## #11 TITLE IX INDEPENDENT INVESTIGATOR AMENDATORY ENDORSEMENT

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### A. INSURING AGREEMENT

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** agree to pay **costs** for a request to **us** by **you** for the use of a **Title IX Independent Investigator** for an **investigation**, which first occurred during the policy period.

### B. DEFINITIONS

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

1. **Title IX Independent Investigator** means the use of **our** approved independent investigators as assigned by **us**.
2. **Investigation** means an independent investigation to examine an allegation or complaint involving a **student** regarding gender-based harm including sexual harassment and sexual violence in order to determine whether such allegation or complaint has violated Title IX of the Educational Amendments of 1972 (20 U.S.C. § § 1681-1688). The investigation is an administrative proceeding and is not a legal one.
3. **Costs** means fees **we** pay to hire the services of a **Title IX Independent Investigator**.

### C. LIMITS OF INSURANCE

1. **We** agree to pay up to \$2,500 in **Title IX Independent Investigator costs** per Title IX **investigation** undertaken not to exceed \$25,000 in the aggregate for all investigator costs per policy period; and
2. The amounts payable under this endorsement are in addition to the defense costs limits stated within the Declarations pages.

**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 Education Members to be effective 12:01 A.M., July 1, 2021 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.

When utilizing 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 education entities and to compensate agents for their service to you. If you have questions regarding your agent's compensation, please contact us.

## #14 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT

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### CLAIMS MADE COVERAGE Retroactive Date: July 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. It may also amend Section IX General Liability Insuring Agreements and Section V Property Insuring Agreements of the policy to which this 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 liability 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.** 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 **you** 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 an **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 in the Limits of Liability section below.
- III. **Limits of Liability.** 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**.

| Coverage  | Limit of Liability | Coverage Basis and/or Aggregate  | Deductible  |
|---|--------------------|--|---|
| <b>Privacy or Security Event Liability and Expense</b>                | \$1,000,000        | Per Covered Claim and \$10,000,000 in the aggregate annually for all ICRMP Education Members Collectively insured by this Endorsement for multiple claims. | The first \$25,000 of any loss and 12 hours waiting period. |
| Sublimits:  |                    |  |   |
| Privacy or Security Event Liability                                   | Included           | Included   |   |
| Privacy Response Expenses   | Included           | Included   |   |
| Regulatory Proceedings and Penalties                                  | Included           | Included   |   |
| PCI-DSS assessments   | Included           | Included   |   |
| Electronic Equipment, Electronic Data, and Network Interruption Costs | \$250,000          | \$250,000  |   |
| Cyber Extortion Expenses and Monies                                   | \$50,000           | \$50,000   |   |
| Social Engineering Financial Fraud                                    | \$100,000          | \$100,000  |   |

#### IV. Notice to Us

- A. As a condition precedent to the 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 the 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 **you** 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**:

- 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 or 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 or 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 Covered Person 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 **your** care, custody or control;
3. Except for **social engineering financial fraud loss event**, the monetary value of any electronic fund transfers or transactions by or 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 **yours** 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 Section III above 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.**

**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: **8PED04064070121** contains minimum liability insurance to meet the requirements of Idaho Code, Section 49-245.

|                         |  |
|-------------------------|--|
| <b>EFFECTIVE DATES:</b> | <b>NAME AND ADDRESS OF INSURED:</b>    |
| July 1, 2021            | <b>Post Falls School District #273</b> |
| Continuous              | <b>P.O. Box 40</b>                     |
| Until Cancelled         | <b>Post Falls, ID 83877</b>            |

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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:  
Moreton & Company  
2501 East State Avenue Suite #200  
Meridian, ID 83642  
Phone: (208) 321-9300 FAX: (208) 321-2029

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