



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES DECLARATIONS

POLICY NUMBER: 1000005093
RENEWAL OF: SISCPEL01841512

**ITEM 1.
NAMED
INSURED:**

POLK COUNTY GOVERNMENT

**ADDRESS
(Street,
City, State)**

111 Court Avenue, Suite 322
Des Moines, IA, 50309

Managing Underwriter:
C.V. Starr & Company (California)

In return for the payment of the premium, we agree to provide the insurance as stated in this Policy.

ITEM 2.	<p>POLICY PERIOD</p> <p>FROM: 07/01/2013 TO: 07/01/2014 AT 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.</p>										
ITEM 3.	<p>LIMITS OF INSURANCE</p> <p>The Limits of Insurance, subject to all the terms and conditions of this Policy are:</p> <p>A. Limits of Insurance</p> <table border="0"> <tr> <td style="width: 150px;">1. Aggregate Limits</td> <td style="text-align: right;">Limits of Liability</td> </tr> <tr> <td>a. _____ \$10,000,000</td> <td>Products-Completed Operations Hazard Aggregate</td> </tr> <tr> <td>b. _____ \$10,000,000</td> <td>Errors and Omissions Liability Aggregate, other than wrongful acts of personal injury and advertising injury</td> </tr> <tr> <td>c. _____ \$10,000,000</td> <td>Employment Practice Liability Wrongful Acts Aggregate</td> </tr> <tr> <td>d. _____ \$10,000,000</td> <td>Employee Benefit Liability Wrongful Acts Aggregate</td> </tr> </table> <p>2. Per Occurrence or Wrongful Act or Employee Benefit Wrongful Act Limit</p> <p style="text-align: right;">Any one occurrence, wrongful act or employee benefit wrongful act or series of continuous, repeated, or related occurrences, wrongful acts or employee benefit wrongful acts in excess of your retained limit.</p> <p>_____ \$10,000,000</p>	1. Aggregate Limits	Limits of Liability	a. _____ \$10,000,000	Products-Completed Operations Hazard Aggregate	b. _____ \$10,000,000	Errors and Omissions Liability Aggregate, other than wrongful acts of personal injury and advertising injury	c. _____ \$10,000,000	Employment Practice Liability Wrongful Acts Aggregate	d. _____ \$10,000,000	Employee Benefit Liability Wrongful Acts Aggregate
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a. _____ \$10,000,000	Products-Completed Operations Hazard Aggregate										
b. _____ \$10,000,000	Errors and Omissions Liability Aggregate, other than wrongful acts of personal injury and advertising injury										
c. _____ \$10,000,000	Employment Practice Liability Wrongful Acts Aggregate										
d. _____ \$10,000,000	Employee Benefit Liability Wrongful Acts Aggregate										

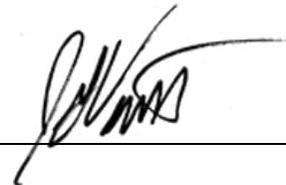
ITEM 5.	PREMIUM, MINIMUM PREMIUM AND MINIMUM EARNED PREMIUM		
	<u>POLICY PREMIUM</u>	<u>MINIMUM PREMIUM</u>	<u>MINIMUM EARNED PREMIUM</u>
		N/A	
ITEM 6.	A. NOTICE OF CLAIM OR SUIT REPORTING LOCATION:		B. RETAINED LIMIT CLAIMS SERVICING ORGANIZATION:
	Name:	York Claims Services, Inc. c/o York Claims Intake	Name:
Address:	99 Cherry Hill Road Parsippany, NJ 07054	Address:	
Phone Number:	4869excessclaims@yorkrsg.com 1-866-391-9675	Phone Number:	

These Declarations and attached Schedule (if applicable), together with the terms and conditions, Policy form, and any endorsement(s), complete the above numbered policy.

This Policy is not valid unless countersigned by a duly authorized agent of the Company.

Producer Name and Address

Date of Issue: _____ Countersigned By: _____



07/18/2013



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

Policy Number: 1000005093
 Effective Date of Change: 07/01/2013
 Change Endorsement No.: 0
 Named Insured: POLK COUNTY GOVERNMENT

The following item(s):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties: | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Self-Insured Retention |
| <input type="checkbox"/> Covered Property/Located Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Insurance |

is (are) changed to read **{See Additional Page(s)}**:



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The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
		\$	\$

Endorsement Effective: 07/01/2013

Countersigned By:

Named Insured: POLK COUNTY GOVERNMENT

(Authorized Representative)

POLICY CHANGES ENDORSEMENT DESCRIPTION

Named Insured is amended to read:

Polk County Government and Polk County Government Conservation Board



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All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



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SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

PREAMBLE

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

Throughout this Policy the words **you** and **your** refer to the Named Insured(s) shown in the Declarations and any other person(s) or organization(s) qualifying as a Named Insured under this Policy. The words **we**, **us**, and **our** refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED**.

SECTION I. COVERAGES

A. INSURING AGREEMENTS

1. BODILY INJURY, PROPERTY DAMAGE AND PERSONAL AND ADVERTISING INJURY LIABILITY

We will pay on your behalf those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages by reason of liability imposed by law because of **bodily injury, property damage or personal and advertising injury** caused by an **occurrence** to which this insurance applies and that takes place during the Policy Period and does not include any **claims** or **suits** known or reported by you or anyone authorized by you to give or receive notice of **claims** or **suits** which **occurred** prior to the inception of this Policy.

2. ERRORS AND OMISSIONS LIABILITY

We will pay on your behalf those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages to compensate others for loss arising out of your **wrongful act** to which this insurance applies and that takes place during the Policy Period and does not include any **claims** or **suits** arising out of arising out of your **wrongful acts** known or reported by you or anyone authorized by you to give or receive notice of **claims** or **suits** prior to the inception of this Policy.

3. EMPLOYMENT PRACTICE LIABILITY

We will pay on your behalf those sums in excess of the **retained limit** that the insured becomes legally obligated to pay for damages to compensate others for loss arising out of your **employment practice liability wrongful act** to which this insurance applies and that takes place during the Policy Period and does not include any **claims** or **suits** arising out of your **employment practice liability wrongful acts** known or reported by you or anyone authorized by you to give or receive notice of **claims** or **suits** prior to the inception of this Policy.



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4. EMPLOYEE BENEFIT LIABILITY

We will pay on your behalf those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages to compensate others for loss arising out of your **employee benefit wrongful act** in the **administration** of your **employee benefit program** to which this insurance applies and that takes place during the Policy Period and does not include any **claims** or **suits** arising out of your **employee benefit wrongful acts** known or reported by you or anyone authorized by you to give or receive notice of **claims** or **suits** prior to the inception of this Policy.

B. DEFENSE

1. We will have the right and duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury, property damage, personal and advertising injury, wrongful acts, employment practice liability wrongful acts** or **employee benefit wrongful acts** to which this insurance applies when the **retained limit** has been exhausted by payment to a third party of judgments, settlements or defense costs.
2. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other **suit** seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any **suit** seeking damages for **bodily injury, property damage, personal and advertising injury, wrongful acts, employment practice liability wrongful acts** or **employee benefit wrongful acts** to which this insurance does not apply.
3. At our discretion, we may investigate any **occurrence, wrongful act, employment practice liability wrongful act** or **employee benefit wrongful act** that may involve this insurance and settle any resultant **claim** or **suit** for which we have the duty to defend. But:
 - a. The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
 - b. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or defense costs.

C. DEFENSE COSTS

1. All expenses we incur in the defense of any **claim** or **suit** are included within and erode the Limits of Insurance, except for salaries of our employees, our office expenses, and any expenses of any claims service provider working on our behalf.
2. We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur;
 - b. Costs taxed against any insured in the **suit**;



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- c. The cost of appeal bonds or bonds to release attachments. We will only pay for bond amounts to which our Limits of Insurance apply. We do not have to furnish these bonds;
 - d. Other reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**. This includes actual loss of earnings up to \$500 a day, because of time off from work;
 - e. Prejudgment interest awarded against any insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; or
 - f. Interest on the amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
3. As respect to any **claim** or **suit** to which this insurance applies and for which we do not assume control of the settlement or defense:
 - a. We will pay expenses we directly incur at our discretion; and
 - b. We will not pay expenses:
 - i. Incurred by any insured; or
 - ii. Included in the self-insured retention, **underlying insurance** or other insurance.
4. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
 - a. The indemnitee agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the **suit**;
 - ii. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the **suit**;
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee;
 - b. The indemnitee provides us with written authorization to:
 - i. Obtain records and other information related to the **suit**; and
 - ii. Conduct and control the defense of the indemnitee in such **suit**.



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Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Defense Costs ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or defense expenses, or the conditions set forth in **a.** and **b.** above are no longer met.

SECTION II. WHO IS AN INSURED

The following persons or organizations are insureds under this insurance:

- A. You;
- B. Any individual who was previously or is presently elected or appointed as an official of the Named Insured, including members of its governing body or any other agencies, districts, authorities, committees, trustees, boards, commissions, or similar entity of the Named Insured, but only with respect to their duties as an official of the Named Insured;
- C. Your **employees**, past or present, while acting within the course and scope of their employment, or your **volunteer workers** while performing duties on your behalf;
- D. Any legally authorized **purchase group(s)** representing any Named Insured. The following are also insureds with respect to such **purchase group(s)**:
 - 1. The agencies of a **municipality** participating as member agencies in the **purchase group(s)**, and any and all districts, authorities, committees, trustees, boards, commissions, or similar entity subject to the direction or control of such agencies or for which the board members act as governing body. A member agency includes any department or constituent agencies of the member agency; and
 - 2. Any person(s) who are past or present elected or appointed officers, **employees**, or **volunteer workers** of the member agencies, whether or not compensated, while acting on behalf of the member agencies and within the scope of their employment or volunteer capacities, including acting on boards at the direction of the agencies.
- E. Any person designated in paragraphs **A.** through **D.** above:
 - 1. Using any **auto** not owned by you that is used in connection with your operations as a **public entity**; or
 - 2. Using with your permission any **owned auto** of yours or **hired auto** or any person legally responsible for the use thereof,except:
 - 1. Any person using an **auto** while he or she is working in a business of selling or delivering **autos**; or
 - 2. The owner or lessee of any **hired auto**. This exception does not apply if the owner or lessee is an insured designated in paragraphs **A.** through **D.** above.



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SECTION III. LIMITS OF INSURANCE

- A. Limits of Insurance shown in the Declarations and the rules below fix the most we will pay in excess of your **retained limit** regardless of the number of:
1. Insureds, except in the event that there are multiple **municipalities** as Insureds, the Limits of Insurance shall apply separately to each **municipality** insured under this Policy;
 2. **Claims** made or **suits** brought; or
 3. Persons or organizations making **claims** or bringing **suits**.
- B. The **retained limit** stated in the Declarations applies:
1. Only to damages for **occurrences**, losses for **wrongful acts**, losses for **employment practice liability wrongful acts**, or losses for **employee benefit wrongful acts** covered under this Policy;
 2. Separately to each **occurrence**, **wrongful act**, **employment practice liability wrongful act** or **employee benefit wrongful act** or series of continuous, repeated, or related **occurrences**, **wrongful acts**, **employment practice liability wrongful acts** or **employee benefit wrongful acts**; and
 3. Separately to each **municipality** insured under this Policy in the event that there are multiple **municipalities** as Insureds.
- C. We will pay any sums covered under this Policy only after your **retained limit** has been exhausted by payments for judgments, settlements or defense costs for **claims** and **suits** subject to Paragraph **B.** above. We will then pay damages in excess of your **retained limit** up to our Limits of Insurance.
- D. If you procure **underlying insurance** with limits of liability that are less than your **retained limit**, you shall bear the risk of the difference. If such limits are greater than your **retained limit**, this Policy is excess of the greater limits.
- E. Subject to Paragraph **A.** above and Paragraph **G.** below:
1. The per **occurrence**, **wrongful act**, **employment practice liability wrongful act** or **employee benefit wrongful act** Limit of Insurance stated in the Declarations is the most we will pay for the sum of all damages, including defense costs, for:
 - a. **Bodily injury, property damage** or **personal and advertising injury** arising out of a single **occurrence**;
 - b. A single **wrongful act**;
 - c. A single **employee benefit wrongful act**.
 2. The **employment practice liability wrongful act** Limit of Insurance stated in the Declarations is the most we will pay for the sum of all damages, including defense costs, for a single **employment practice liability wrongful act**.



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3. The **products – completed operations** hazard aggregate Limit of Insurance stated in the Declarations is the most we will pay for the sum of all damages arising out of all **occurrences**.
 4. The errors and omissions liability aggregate Limit of Insurance stated in the declarations is the most we will pay for the sum of all damages arising out of all **wrongful acts** other than any **personal and advertising injury**.
 5. The **employment practice liability wrongful acts** aggregate Limit of Insurance stated in the Declarations is the most we will pay for the sum of all damages arising out of all **employment practice liability wrongful acts**.
 6. The employee benefit liability wrongful acts aggregate Limit of Insurance stated in the Declarations is the most we will pay for the sum of all damages arising out of all **employee benefit wrongful acts**.
- F. In determining the Limits of Insurance that apply only one of the following will apply to damages or losses of a **claim** made or **suit** brought:
1. All **occurrences** arising out of continuous, repeated, or related **occurrences** shall be treated as a single **occurrence** and Limits of Insurance in effect at the first **occurrence** shall apply; or
 2. All **wrongful acts** arising out of continuous, repeated, or related **wrongful acts** shall be treated as a single **wrongful act** and Limits of Insurance in effect at the time of the first **wrongful act** shall apply; or
 3. All **employment practice liability wrongful acts** arising out of continuous, repeated, or related **employment practice liability wrongful acts** shall be treated as a single **employment practice liability wrongful act** and Limits of Insurance in effect at the time of the first **employment practice liability wrongful act** shall apply; or
 4. All **employee benefit wrongful acts** arising out of continuous, repeated, or related **employee benefit wrongful acts** shall be treated as a single **employee benefit wrongful act** and Limits of Insurance in effect at the time of the first **employee benefit wrongful act** shall apply.
- G. The Limits of Insurance apply separately to each consecutive annual period. The Policy Period begins with the effective date shown in the Declarations. If the Policy Period is extended after issuance for an additional period of less than twelve (12) months, the additional period will be deemed part of the last preceding period.

SECTION IV. DEFINITIONS

A. Administration means:

1. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of the **employee benefit program**;
2. Handling records in connection with the **employee benefit program**; or



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3. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling of payroll deductions.

B. Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

C. Auto means;

1. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

D. Bodily injury means bodily injury, disability, sickness, or disease sustained by a person, including care, loss of services and death resulting from physical injury to the body. **Bodily injury** includes mental anguish, mental injury, humiliation, shock or death if resulting from **bodily injury**.

E. Cafeteria plan means a plan authorized by applicable law to allow **employees** to elect to pay for certain benefits with pre-tax dollars.

F. Claim(s) means a demand for money and includes a **suit**.

D. Dam means any artificial barrier together with appurtenant works, which does or may impound or divert water and which is either (a) twenty five (25) feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel or watercourse, to the maximum possible water storage elevation; or (b) has an impounding capacity of fifty (50) acre feet or more. Any such barrier which is not in excess of twenty five (25) feet in height regardless of storage capacity, or which has a storage capacity not in excess of fifteen (15) acre feet regardless of height, shall not be considered a **dam**.

E. Employee includes a **leased worker**.

F. Employee benefit program means a program providing some or all of the following benefits to **employees**, whether provided through a **cafeteria plan** or otherwise:



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1. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
 2. Profit sharing plans, **employee** savings plans, **employee** stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
 3. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 4. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 5. Any other similar benefits.
- G. Employee benefit wrongful act** means any actual or alleged negligent act, error, or omission in the **administration** of your **employee benefit program**.
- H. Employment practice liability wrongful act** means:
1. Any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 - a. Arrest, detention or imprisonment;
 - b. Breach of any express or implied covenant;
 - c. Coercion, criticism, humiliation prosecution or retaliation;
 - d. Defamation or disparagement;
 - e. Demotion, discipline, evaluation or reassignment;
 - f. Discrimination, harassment or segregation;
 - g. Eviction;
 - h. Invasion or other violation of any right of occupancy;
 - i. Failure or refusal to advance, compensate, employ or promote;
 - j. Invasion or other violation of any right of privacy or publicity;
 - k. Termination of employment; or



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- I. Other employment related act, omission, policy, practice, representation or relationship in connection with any insured at any time.
2. **Employment practice liability wrongful act** shall mean to include loss to the spouse, child, parent, brother or sister of that person as a consequence of loss to such person to whom any of the employment-related practices described in Paragraph 1. is directed.
This coverage applies:
 - a. Whether the insured may be liable as an employer or in any other capacity; and
 - b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- I. **First aid** means the immediate and emergency care given to an ill or injured person before regular medical aid can be obtained.
- J. **Hired auto** means an **auto** you lease, hire, rent or borrow. This does not include any **auto** owned by you, under a long term (12 months or more) lease to you, or hired, rented, or borrowed from any of your **employees**, partners, members or members of their households.
- K. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it is intended to be.
- L. **Insured contract** means:
 1. A contract for a lease of premises including but not limited to premises rented or loaned to you;
 2. A sidetrack agreement;
 3. Any easement or license agreement;
 4. An obligation, as required by ordinance;
 5. An elevator maintenance agreement;
 6. That part of any contract or agreement pertaining to your business under which you assume the tort liability of another party to pay for **bodily injury, property damage, personal and advertising injury** or **employment practice liability wrongful act**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6. does not include that part of any contract or agreement:

- a. That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver;
- b. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of an **auto** over a route or territory that person or organization is authorized to serve by public authority; or



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- c. That indemnifies an architect, engineer, or surveyor, his agents or **employees**, for injury or damage arising out of preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications or giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

M. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

N. Loading or unloading means the handling of property:

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

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

O. Municipality means a legally incorporated or duly authorized association of inhabitants of a limited area limited to the following: city, town, county, village, township, parish, borough, hamlet, burgh, or state, and any special districts, authorities and bureaus directly related to such entities.

P. Occurrence means as respects:

1. **Bodily injury or property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **occurrence**.
2. **Personal and advertising injury**, an offense arising out of your business that causes **personal and advertising injury**. All damages that arise from the same, related or repeated injurious material or act will be deemed to arise out of one **occurrence**, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

Q. Owned auto means an **auto** you own or under long term (12 months or longer) lease to you.

R. Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person or organization's goods, products, or services;



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4. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 5. Violation of an individual's person's right to privacy;
 6. Assault and battery.
 7. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 8. The use of another's advertising idea in your **advertisement**; or
 9. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
- S. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

Pollutants does not include potable water, water distributed to the consumer intended to be potable water, agricultural water, or water furnished to commercial users, or water used for fire suppression.

T. Products-completed operations hazard:

1. Includes all **bodily injury** and **property damage** occurring away from the premises you own or rent and arising out of **your product** or **your work** except:
 - a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - i. When all of the work called for in your contract has been completed;
 - ii. When all of the work to be done at the job site has been completed, if your contract called for work at more than one job site; or
 - iii. When that part of the work done at a job site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.
2. Does not include **bodily injury** or **property damage** arising out of:
 - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading of** that vehicle by any insured; or



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- b. The existence of tools, uninstalled equipment or abandoned or unused materials.

U. **Property damage** means:

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

For the purposes of this Policy, "electronic data" is not tangible property.

As used in this definition, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

V. **Public entity** refers to that **municipality**, governmental body, department, or unit, which is a Named Insured in the Declarations.

W. **Purchase group(s)** means two (2) or more **public entities** joined together by a joint agreement or by other applicable State law in order to jointly exercise any power common to the contracting parties, including, but not limited to the power to create risk pooling and joint purchase of private insurance.

X. **Retained limit** refers to the amount stated in the Declarations. This amount may consist of a self-insured retention, **underlying insurance**, or a combination thereof. The **retained limit** will be the sum of all damages for:

1. **Bodily injury, property damage or personal and advertising injury** arising out of each such **occurrence**;
2. Each such **wrongful act**;
3. Each such **employment practice liability wrongful act**; or
4. Each such **employee benefit wrongful act**.

In determining the **retained limit** that applies only one of the following will apply to the damages or losses of a **claim** or **suit** brought:

1. All **occurrences** arising out of continuous, repeated, or related **occurrences** shall be treated as a single **occurrence** and the **retained limit** in effect at the first **occurrence** shall apply.
2. All **wrongful acts** arising out of continuous, repeated, or related **wrongful acts** shall be treated as a single **wrongful act** and the **retained limit** in effect at the time of the first **wrongful act** shall apply.
3. All **employment practice liability wrongful acts** arising out of continuous, repeated, or related **employment practice liability wrongful acts** shall be treated as a single **employment practice**



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liability wrongful act and the **retained limit** in effect at the time of the first **employment practice liability wrongful act** shall apply.

4. All **employee benefit wrongful acts** arising out of continuous, repeated, or related **employee benefit wrongful acts** shall be treated as a single **employee benefit wrongful act** and the **retained limit** in effect at the time of the first **employee benefit wrongful act** shall apply.

The **retained limit**, with respect to a self-insured retention, shall include defense costs. The **retained limit** shall not include salaries of your **employees**, your office expenses, or expenses of any claims servicing organization that you have engaged. However, the **retained limit** shall include allocated defense costs incurred in the investigation, defense or appeal of a **claim** or **suit** to which this insurance applies by attorneys, paralegals, adjusters and investigators who are your **employees**.

- Y. **Subsidence** means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion or contraction, landslide, slipping, falling away, caving in, eroding, earth sinking, and earth rising, shifting or tilting.
- Z. **Suit** means a civil proceeding in which damages because of **bodily injury, property damage, personal and advertising injury, wrongful acts, employment practice liability wrongful acts** or **employee benefit wrongful acts** to which this insurance applies are alleged. **Suit** includes:
 1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

AA. Underlying insurance refers to any policies listed in the Schedule of Underlying Insurance and includes:

1. Any renewal or replacement of such policies;
2. Any other insurance available to you; and
3. Any other valid and collectible risk financing mechanism provided under a **purchase group**.

BB. Underlying insurer means any insurer which provides any policy listed in the Schedule of Underlying Insurance, which may be included in this Policy, and includes any insurer which provides any renewal or replacement of such policies and any insurer which provides any other primary insurance available to you.

CC. Volunteer worker means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

DD. Wrongful act means:



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Any actual or alleged error or misstatement, omission, negligent act, or breach of duty including misfeasance, malfeasance, and nonfeasance by you, including, but not limited to, those constituted by:

1. Any violation of antitrust statutes;
2. Any negligent ministerial act;
3. Any faulty preparation or approval of maps, plans, reports, surveys, designs, bid documents, bid specifications, other specifications, or inaccuracies due to estimates of probable costs, but only if any of these services are provided by any insured for another insured; or
4. Discrimination on any basis, including, but not limited to: race, creed, religion, ethnic background, national origin, age, handicap, sex or sexual orientation; but not intentionally committed by you or at your direction.

Wrongful act does not include **employment practice liability wrongful act** or **employee benefit wrongful act**.

SECTION V. EXCLUSIONS

The use of the words damages, loss, cost or expense does not expand any coverage under this Policy.

- A. This insurance does not apply to any obligation for which any insured may be held liable under any of the following: workers' compensation laws, unemployment compensation laws, disability benefits laws or any similar laws;
- B. This insurance does not apply to any liability for any **personal and advertising injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**;
- C. This insurance does not apply to **property damage** to property owned by you;
- D. This insurance does not apply to any liability for which you are obligated to pay damages by reason of assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages:
 1. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury, property damage, personal and advertising injury or employment practice liability wrongful act** occurs subsequent to the execution of the contract or agreement; or
 2. Liability for damages that you would have in the absence of the contract or agreement;
- E. This insurance does not apply to:
 1. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;



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2. Any loss, cost, or expense arising out of any:
 - a. Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
 - b. **Claim** or **suit** by, or on behalf of, a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, this exclusion shall not apply to the following:

1. Any liability arising out of heat, smoke, or fumes from a **hostile fire**;
2. Any liability arising out of smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify a building or equipment that is used to heat water for personal use.
3. Any liability arising out of explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, earthquake or collision, upset, or overturn of an **auto** or equipment;
4. Any liability arising out of police use of mace, oleoresin capicum (o.c.), pepper gas or tear gas;
5. Any liability arising from weed abatement or spraying; or
6. Any liability arising out of the **products-completed operations hazard**.

All liability arising from paragraphs 1., 2., 3., 4., 5., or 6. above arising out of the same, interrelated, associated, repeated or continual discharge, dispersal, release or escape of **pollutants** shall be deemed one **occurrence, wrongful act, employment practice liability wrongful act or employee benefit wrongful act**. The commencement of such discharge, dispersal, release or escape of **pollutants** shall be recorded and reported to the Risk Manager or designated Department Head within a seventy-two (72) hour period.

Regardless of whether any **suit** or **claim** against you has been made, you shall give written notice to us or any authorized brokers within forty (40) calendar days of the Risk Manager's or designated Department Head's recorded entry of such discharge, dispersal, release or escape of **pollutants** which may result in liability as described in paragraphs 1., 2., 3., 4., 5. or 6. above;

- F. This insurance does not apply to:
 1. Any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos.
 2. Any damages, loss, cost or expense arising out of any:



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- a. Request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or
 - b. Claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos;
- G.** This insurance does not apply to any liability arising out of criminal, fraudulent, dishonest or malicious acts or omissions committed by or at the direction of the insured. We may, at our sole discretion, agree to waive this exclusion in order to supply certain payments under Paragraph **C. DEFENSE COSTS** of **SECTION I. COVERAGES**. If the judgment or final adjudication is adverse to you, you will reimburse us for all defense costs.

This exclusion does not apply to liability arising from the managerial, advisory, supervisory, or controlling obligations of any insured over the actions of another insured;

- H.** This insurance does not apply to any liability arising out of your **wrongful act** for gain, profit, or advantage to which you are not legally entitled. We may, at our sole discretion, agree to waive this exclusion in order to supply certain payments under Paragraph **C. DEFENSE COSTS** of **SECTION I. COVERAGES** as respect to any **claim** or **suit** arising from an alleged criminal, fraudulent, dishonest or malicious act or omission committed by or at the direction of you, for any **claim** or **suit** arising out of your **wrongful act** for gain, profit, or advantage to which you are not legally entitled until final adjudication, judgment or settlement to which we have agreed. If the judgment or final adjudication is adverse to you, you will reimburse us for all costs associated with the defense.

This exclusion does not apply to liability that any insured has with regard to the managerial, advisory, supervisory, or controlling obligations over the actions of another insured;

- I.** This insurance does not apply to any liability arising out of refund of taxes, fees or assessments;
- J.** This insurance does not apply to liability arising out of the operation of any hospital or other health care facilities, owned or operated by the insured. This includes, but is not limited to:
- 1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - b. Any service or treatment related to physical or mental health or of a professional nature; or
 - c. Any cosmetic or tonsorial service or treatment.

This exclusion does not apply to any liability arising out of:

- 1. Occupational physical examinations or any services of your **employees** who are nurses that are not employed at any hospital or overnight health care facility, paramedics, emergency medical



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technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, or physical therapists;

2. **Employment practice liability wrongful act;**
 3. **First aid** to any person;
 4. Any nursing services at a clinic that is owned or operated by the Insured where no invasive surgery of any kind is performed; or
 5. Operations performed by coroners;
- K. This insurance does not apply to any liability for injunctions, equitable relief, or any other form of relief other than the payment of money damages;
- L. This insurance does not apply to any liability arising out of the direct condemnation of property or exercise of power of eminent domain by you or on your behalf, or inverse condemnation, or the taking of any property by you which is compensable under the Fifth or Fourteenth Amendments to the United States Constitution, or the taking of any property by you which is compensable under law of the State in which the **claim** or **suit** is made.

This exclusion does not apply to physical injury or to destruction of tangible property, including all resulting loss of use of such property for which you may be legally responsible and for which recovery is sought for **claims** or **suits** for inverse condemnation, by whatever name called, however, there shall be no coverage for reduced value of property (diminution of value), attorney fees, expert fees, severance damages, relocation costs or any other form of relief, however denominated;

- M. This insurance does not apply to **property damage** caused by, arising out of, resulting from, attributable to or contributed to, or aggravated by **subsidence**;
- N. This insurance does not apply to any liability:
1. With respect to which any Insured under this Policy is also an Insured under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; or
 2. Resulting from the **hazardous properties of nuclear material** and with respect to which: **(1)** any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; or **(2)** any Insured is, or had this Policy not been available would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization; or
 3. For **bodily injury** or **nuclear property damage** resulting from the **hazardous properties of nuclear material** if:
 - a. The **nuclear material**:



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- i. is at any **nuclear facility** owned by the Insured or operated by the Insured or on the Insured's behalf or;
- ii. has been discharged or dispensed there from;
- b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured's behalf; or
- c. The **bodily Injury** or **nuclear property damage** arises out of the furnishing by any **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat;

As used in this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
3. **Source material**, **special nuclear material** and **by-product material** have the meanings given to them in the Atomic Energy Act of 1954 or any amendment or revision thereto;
4. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
5. **Waste** means any waste material:
 - i. containing **by-product material**, and;
 - ii. resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** below;
6. **Nuclear facility** means:
 - a. Any **nuclear reactor**;
 - b. Any equipment or device designed or used for:
 - i. separating the isotopes of uranium or plutonium or;
 - ii. processing or utilizing **spent fuel** or;
 - iii. handling, processing or packaging **waste**;
 - c. Any equipment or device used for the processing, fabricating or alloying of **special**



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nuclear material if at any time the total amount of such material in the Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

- d. Any structure, basin, excavation, premises or place prepared or used for storage or disposal of **waste**, and

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

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

- 8. **Nuclear property damage** includes all forms of radioactive contamination of property;

- O. This insurance does not apply to any liability arising out of or in connection with any transit authority, transit system, or public transportation system owned, operated, or regulated by any insured.

This exclusion shall not apply to:

- 1. Transit or public transportation systems operating over non-fixed routes, including, but not limited to, Dial-a-Ride, senior citizen transportation, or handicapped persons transportation; or

- 2. Contingent liability coverage where such services are contracted;

- P. This insurance does not apply to any liability arising out of or in connection with the operation of any school owned or operated by you;

- Q. This insurance does not apply to any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, airfields, runways, hangars, buildings or other properties in connection with aviation activities. Use includes operation and **loading or unloading**.

However, this exclusion does not apply if the **occurrence** is in an area normally accessible to the public for the purpose of entering, leaving, or using the airport facilities.

- R. This insurance does not apply to any liability arising out of the rupture, bursting, over-topping, flooding, cracking, seepage, under-seepage, accidental discharge or partial or complete structural failure of any **dam**;

- S. This insurance does not apply to any liability arising out of, based upon or attributable to any actual or alleged violation of the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and any amendments thereto, or any similar foreign, federal, state or statutory law or common law; provided, however, that this exclusion shall not apply to any **claim** for retaliation.



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- T. This insurance does not apply to any liability arising out of:
1. The purchase, sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
 2. Representations made by you at any time in relation to the price or value of any security debt, bank deposit, or financial interest or instrument, including, but not limited to, advice given to any person to participate in any plan included in the **employee benefit program**;
 3. Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument;
 4. An insufficiency of funds to meet any obligation under an **employee benefit program**;
 5. Any act, error, or omission by you to effect and maintain insurance or bonding for plan property or assets of an **employee benefit program**; or
 6. Failure of performance or lack of performance under any contract by an insurer of benefits subject to the **employee benefit program**.
- U. This insurance does not apply to any liability arising out of the failure or inability to supply or provide an adequate supply of electricity, fuel, or water arising out of the interruption of the electrical power, fuel or water supply.
- V. This insurance does not apply to any obligation of any insured under any Uninsured Motorist or Underinsured Motorist law and to any sums you may be legally entitled to recover as damages from the owner or operator of an uninsured or underinsured **auto** because of **bodily injury** and **property damage** sustained by any insured, caused by an **occurrence** and arising out of the ownership, maintenance or use of such **auto**. Use includes operation and **loading and unloading**.
- W. This insurance does not apply to any liability arising out of **bodily injury** or **property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;
- X. This insurance does not apply to any liability for **personal and advertising injury**:
1. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity; or
 2. Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period. All **personal and advertising injury** arising out of publication of the same or similar material subsequent to the beginning of the Policy Period is also excluded;
- Y. This insurance does not apply to **bodily injury** to any **employee** of the insured for the acts of another of your **employees** arising out of and in the course of their employment by the insured. This exclusion does not apply to liability assumed by you in a contract or agreement that is an **insured contract**;



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- Z. This insurance does not apply to any liability arising out of failing to procure or effect insurance contracts;
- AA. This insurance does not apply to any liability arising out of the handling of **claims** or **suits** within the **retained limit**, including investigation, defense or settlement of **claims** or **suits**;

SECTION VI. CONDITIONS

A. Appeals

If the **underlying insurer** or insured elects not to appeal a judgment in excess of your **retained limit**, we may do so at our own expense. We will not be liable for any award or judgment that exceeds the Limits of Insurance as stated in the Declarations.

B. Arbitration

Any dispute arising from or relating to this Policy shall be submitted to arbitration. Either party may commence arbitration by making a written demand to the other.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs, including the expenses of the arbitrator it appoints; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will be in the county or parish in which the address shown in the Declarations is located, and the panel will be relieved of any strict rules of procedure. A decision agreed to by two of the arbitrators will be binding and final.

C. Bankruptcy or Insolvency

Bankruptcy or insolvency of the insured, the insured's estate, or the **underlying insurer** will not relieve us of our obligations under this Policy.

However, this insurance will not drop down or replace the **retained limit** in the event of bankruptcy or insolvency of the **underlying insurer** or of the insured, or assume any obligation associated with your **retained limit**. This insurance will apply as if the **retained limit** were in full effect.



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D. Coverage Territory

This Policy applies to **occurrences, wrongful acts, employment practice liability wrongful acts** and **employee benefit wrongful acts** anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, but only if a **claim** is made and a **suit** is brought for such **occurrence, wrongful act, or employment practice liability wrongful act** or **employee benefit wrongful act** in the United States of America.

E. Duties in The Event of an Occurrence, Wrongful Act, Employment Practice Liability Wrongful Act or Employee Benefit Wrongful Act or Claim or Suit

1. You must see to it that we are notified as soon as practicable of an **occurrence, wrongful act, employment practice liability wrongful act, or employee benefit wrongful act** which may result in a **claim** or **suit** that may exceed fifty percent (50%) of your **retained limit**. To the extent possible, notice should include:
 - a. The nature and location of any injury or damage arising out of the **occurrence, wrongful act, employment practice liability wrongful act, or employee benefit wrongful act**.
2. If a **claim** is made or **suit** is brought against any insured, you must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received; and
 - b. Notify us as soon as practicable.
3. You and any other involved insured must:
 - a. Cooperate with the **underlying insurers** as required by their terms and conditions;
 - b. Pursue all rights of contribution or indemnity against any person or organization who may be liable to you because of **bodily injury, property damage, personal and advertising injury, wrongful acts, employment practice liability wrongful acts, or employee benefit wrongful acts** under this Policy or any **underlying insurance**. This condition, however, shall not apply to the self insured retention of the **retained limit**.
4. When we believe that a **claim** or **suit** may exceed the **retained limit**, we may join you and, if applicable, the **underlying insurer** in the investigation, settlement and defense of all **claims** and **suits** in connection with such **occurrence, wrongful act, employment practice liability wrongful act, or employee benefit wrongful act**. In such event, we and you will cooperate fully with each other.
5. Special Serious Claims Reporting Requirements

You must see to it that we receive written notice as soon as practicable of all **occurrences, wrongful acts, employment practice liability wrongful acts** or **employee benefit wrongful acts** for **claims** or **suits** of which you become aware which involve:



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- a. A serious case where, in which your judgment or the judgment of your defense counsel, the exposure may exceed 50% of your **retained limit**;
 - b. A demand or demands totaling 50% of your **retained limit** or more;
 - c. Death;
 - d. Paralysis, paraplegia, quadriplegia;
 - e. Loss of eye(s) or limb(s);
 - f. Spinal cord or brain injury;
 - g. Sensory organ or nerve injury, or neurological deficit;
 - h. Serious burns;
 - i. Sexual abuse or molestation;
 - j. Substantial disability or disfigurement; or
 - k. Loss of work time of six months or more.
6. Such notice is to be sent with all pertinent facts as respects **SECTION VI. CONDITIONS**, paragraphs **E.1.** through **E.5.** to the name and address listed in the Declarations, **ITEM 6.A.**

F. Legal Actions Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.

G. Minimum Premium And Minimum Earned Premium

Earned premium shall be subject to the Minimum Premium and the Minimum Earned Premium, as stated in the Declarations. In the event of cancellation by the insured, there will be no return of any portion of the Minimum Earned Premium.



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H. Named Insured

The first **Named Insured** shown in the Declarations:

1. Is authorized to give and receive any notice of cancellation; and
2. Is responsible for the payment of all premiums; and
3. Will be the payee for any return premiums we pay.

If the first **Named insured** fails to pay any premiums due within thirty (30) days after we give a written demand for payment to the first **Named Insured**, the **Named Insured(s)** jointly and severally agree to make any premium payments in full.

I. Other Insurance

This insurance is excess over, and shall not contribute with any other valid insurance or group coverage under a **purchase group**, or any other pooling arrangement whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Policy.

J. Our Right of Approval

We reserve the right to approve defense counsel for **claims** or **suits** likely to exceed your **retained limit**.

K. Policy Period

The Policy Period commences on the effective date shown in the Declarations. The period ends on the earlier of either the expiration date or the effective date of cancellation of this Policy. If you became an insured under this Policy after the effective date, the Policy Period begins on the date you became an insured.

L. Representations Or Fraud

By accepting this Policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this Policy in reliance upon your representations; and
4. This Policy is void in any case of fraud by you as it relates to this Policy or any **claim** under this Policy.

M. Separation of Insureds



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Except with respect to the **SECTION III. LIMITS OF INSURANCE** and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a **claim** is made or **suit** brought.

N. Transfer of Rights Of Recovery Against Others To Us

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

Recoveries will be applied in the following order:

1. First, to reimburse any interests (including those of the insured) that may have paid any amounts in excess of our liability under this Policy;
2. Then, to reimburse us for all amounts paid under this Policy; and
3. Finally, to reimburse all other interests (including those of the insured) with respect to the remaining amounts, if any.

The expenses of the recovery will be distributed in proportion to the share of each party's recovery. But, if we conduct the recovery proceedings by ourselves:

We will pay all expenses; and

If we make a recovery, we will be reimbursed in full from the recovery for our expenses before the recovery is distributed.

O. Violation of Economic or Trade Sanctions

If coverage for a **claim** or **suit** under this Policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that **claim** or **suit** will be null and void.

P. Cancellation

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation or nonrenewal as provided by the applicable state cancellation endorsement, is amended to read 90 Days or to the number of days shown in the applicable state endorsement, whichever is greater.

Q. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this



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policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

R. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

S. Right of Inspection

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

This Policy is a legal contract between the Named Insured and Starr Indemnity & Liability Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Honora M. Keane, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED DAMS COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

A. Exclusion **M.** of **SECTION V. EXCLUSIONS** is replaced by the following:

M. This insurance does not apply to **property damage** caused by, arising out of, resulting from, attributable or contributed to, or aggravated by **subsidence**.

However, this exclusion does not apply to **subsidence** arising out the rupture, bursting, over-topping, flooding, cracking, seepage, under-seepage, accidental discharge or partial or complete structural failure of any **dam(s)** listed in the Schedule of this endorsement.

B. Exclusion **R.** in **SECTION V. EXCLUSIONS** is replaced by the following:

R. This insurance does not apply to any liability arising out of the rupture, bursting, over-topping, flooding, cracking, seepage, under-seepage, accidental discharge or partial or complete structural failure of any **dam**.

However, this exclusion does not apply to any **dam(s)** listed in the Schedule of this endorsement.

SCHEDULE

Covered Dam(s):

Fort Des Moines Dam; Easter Lake Dam; Thomas Mitchell Dam; Yellow Banks Dam



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Honora M. Keane, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance does not apply to:

TERRORISM

Any liability arising, directly or indirectly, out of a **certified act of terrorism**.

As used in this endorsement:

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for STARR INDEMNITY & LIABILITY COMPANY

A handwritten signature in blue ink, appearing to read "C. Dangelo".

Charles H. Dangelo, President

A handwritten signature in blue ink, appearing to read "Honora M. Keane".

Honora M. Keane, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to **SECTION VI. CONDITIONS**:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least 10 days before the effective date of cancellation.
 - a. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for any reason.
 - b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;
 - (4) Determination by the commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition;
 - (6) Loss of reinsurance, subject to c. below.
 - (7) A material change in the limits, scope of coverage, or exclusions in one or more of the "underlying insurance."
 - (8) Cancellation or nonrenewal of one or more of the "underlying insurance" where the policies are not replaced without lapse.
 - (9) A reduction in the financial rating or grade of one or more of the insurers insuring one or more of the "underlying insurance" based on an evaluation by a recognized financial rating organization.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- c. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.
 3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
 4. Notice of cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
- B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
 - a. We have offered to issue a renewal policy; or
 - b. You have failed to pay a premium due or any advance premium required by us for renewal.
 - c. If we conditionally renew this policy based upon requirements relating to the "underlying insurance". In this case, if the requirements are not satisfied as of the expiration date of this policy, or 30 days after mailing or deliver of the notice, whichever is later, the conditional renewal notice shall be deemed to be an effective notice of nonrenewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Honora M. Keane, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – ARBITRATION

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

The following **Arbitration** Condition replaces paragraph **B. Arbitration** under **SECTION VI. CONDITIONS** in the Policy:

Arbitration

In the event of a disagreement as to the interpretation of this Policy, at the voluntary and mutual agreement of you and us, the disagreement may be submitted to binding arbitration before a panel of three (3) arbitrators. Within thirty (30) days of a written request for arbitration by either you or us, each party will choose an arbitrator. If the two arbitrators are unable to agree within one (1) month upon the third arbitrator, such arbitrator shall at the request of either party be selected by the American Arbitration Association in accordance with its rules and procedures.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the third arbitrator. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall not be binding upon you or use. The award will be issued within thirty (30) days of the close of the hearings. Each party shall bear the expenses of its designated arbitrator and shall jointly and equally share with the other the expense of the third arbitrator and of the arbitration.

The arbitration proceedings shall take place in the State shown in Item 1. of the Declarations. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Signed for **STARR INDEMNITY & LIABILITY COMPANY**

Charles H. Dangelo, President

Honora M. Keane, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION EXCLUSION

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

The following exclusion is added to **SECTION V. EXCLUSIONS:**

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Signed for **STARR INDEMNITY & LIABILITY COMPANY**

Charles H. Dangelo, President

Honora M. Keane, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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WAR EXCLUSION

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY FOR PUBLIC ENTITIES

The following exclusion is added to **SECTION V. EXCLUSIONS**

This insurance does not apply to liability; however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Honora M. Keane, General Counsel



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Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA EXCLUSION - TORT LIABILITY OF GOVERNMENTAL SUBDIVISIONS

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES

The following is added to **SECTION V. EXCLUSIONS**

This insurance does not apply to:

Any **claim** or **suit** against any insured for which the insured:

1. Is immune from liability due to the provisions of any statute or where the action based upon such **claim** or **suit** has been barred or abated by operation of statute or rule of civil procedure; or
2. Is not immune from liability as described in 1. above, but is immune from further liability above any specific statutory limits cap on the maximum liability of the insured.

However, this Paragraph 2. does not apply to the extent (if any) this insurance provides coverage up to the maximum statutory liability limits cap.

The existence of this insurance in no way serves as a waiver by the insured of any governmental immunity that attaches to the insured's acts or omissions. If a court, which has jurisdiction to enforce a judgment over the insured, determines for any reason, other than the mere existence of this insurance, that the damages awarded against the insured are not subject to and excluded from full governmental immunity under Iowa common law or statutory law, then this insurance will provide coverage to the insured, subject to the terms and conditions of this insurance and the relevant Limits of Insurance shown in the Declarations.

The immunities and statutory limits caps referred to in the foregoing paragraphs are those found in Iowa Code Chapter 670, or any succeeding statutory compilation.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for STARR INDEMNITY & LIABILITY COMPANY

A handwritten signature in blue ink, appearing to read "C. H. Dangelo".

Charles H. Dangelo, President

A handwritten signature in blue ink, appearing to read "Honora M. Keane".

Honora M. Keane, General Counsel



Starr Indemnity & Liability Company

CLAIM REPORTING PROCEDURES

All claims for **Starr Excess Liability Program**, regardless of severity or location should be reported to the YORK Claims Intake Center. The YORK Claims Intake Center is ready to accept new losses and provides three ways for you to submit new loss reports:

1. **Email:** **4869excessclaims@yorkrsg.com**
2. **Fax:** **(973) 404-1040**
3. **Telephone:** **1-866-391-9675 (YORK)**

To expedite the handling of your new claim, the following information must be provided when reporting a claim:

1. **York Client Code: 4869**
2. **Complete Policy Numbers**

The York Claims Intake Center will review all claims notices upon receipt and assign to the York handling branch office. A claim acknowledgement will then be transmitted to the designated individuals advising of the York claim number and the adjuster assigned to the claim.

Key Contacts:

Sonia Acevedo, Manager, Claims Intake Center Tel: (973) 404-1134
Sonia.acevedo@yorkisg.com

Maria Alford, Director of Client Relations Tel: (845) 831-3175
Maria.alford@yorkisg.com Cell: (973) 289-8586

Paul Lettieri, Claim Director Tel: (646) 227-6742
Paul.lettieri@starrcompanies.com Cell: (646) 217-1258