



PUBLIC ENTITY LIABILITY

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PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT

This is a Master Coverage Document under which an individual Certificate Holder's **Declarations** (hereafter referred to as "**Declarations**") are issued to the **Named Member** identified on each **Declarations**. A **Named Member** must be a member in good standing with the Colorado Special District Association with all dues paid throughout the Coverage Period before coverage will be provided hereunder. The Insuring Agreements below apply to general liability, automobile liability, automobile uninsured/underinsured motorists and professional liability exposures. Defined terms appear in boldface type. Any discrepancies which may exist between the terms and conditions of this Coverage Document and the provisions of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool will be governed by the Intergovernmental Agreement.

I. COVERAGE AGREEMENTS

In accordance with and subject to the provisions of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool and in consideration of the contribution for which this Coverage Document is written, and except where specifically provided otherwise within this Coverage Document, the **Pool** will pay on behalf of the **Member** those sums which the **Member** shall be legally obligated to pay as **damages** because of **bodily injury, personal injury, property damage** or a **wrongful act(s)** as follows:

Coverage A: Liability for **claims, actions or suits, occurrences** or **wrongful act(s)** which lie in tort or could lie in tort pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

Coverage B: Liability for any **wrongful act(s)** pursuant to any federal or state law affording protection for civil rights, except for **wrongful act(s)** subject to Coverage D.

Coverage C: **Bodily injury, personal injury** and **property damage**, caused by or arising out of an **occurrence** for which the **Member** is legally liable under the laws of any jurisdiction within the coverage territory, other than the State of Colorado, to which this Coverage Document applies.

Coverage D: Liability for any:

1. **Employment practices wrongful act(s);**
2. **Wrongful act(s)** arising from **employment related harassment**; or
3. **Wrongful act(s)** arising from the **administration** of **employee benefits program(s)** and sustained by an employee, prospective employee, former employee or their beneficiaries or legal representatives and occurring during the Coverage Period.

Coverage E: Those sums the **Member** is legally entitled to recover as **damages** for **bodily injury**, except **bodily injury** involving a vehicle not owned or leased by a **Named Member**, from the owner or driver of an **uninsured/underinsured motor vehicle**, pursuant to and as limited by C.R.S. §10-4-609 and other applicable provisions of the Colorado Revised Statutes. The **damages** must result from **bodily injury** sustained by the **Member** caused by an **occurrence**, and such owner's or driver's liability must result from the ownership, maintenance or use of the **uninsured/underinsured motor vehicle**.

Coverage F: Medical Payments

The **Pool** will pay medical expenses for **bodily injury** caused by an **occurrence** on premises the **Member** owns or rents, or on ways next to premises the **Member** owns or rents, or because of the **Member's** operations provided that:

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

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

1. First aid at the time of an **occurrence**;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

The **Pool** will NOT pay any medical expense for **bodily injury**:

1. To any **Member** or to any person hired to do work for or on behalf of any **Member**;
2. To a person injured on that part of premises the **Member** owns or rents that the person normally occupies;

3. To a person, whether or not an employee of any **Member**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
4. To a person injured while practicing, instructing, participating or taking part in any physical exercise, games, sports, athletics or athletic contests, or while playing on or using recreational facilities for recreation; or
5. Excluded in any other section of this Coverage Document.

Coverage G: Auto Medical Payments

- A. The **Pool** will pay reasonable expenses incurred for necessary medical and funeral services to or for a **Member** who sustains **bodily injury** caused by an auto accident. The **Pool** will pay only those expenses incurred for services rendered within three years from the date of the accident.
- B. Who is covered under this Coverage G:
 1. The **Member** while **occupying** or, while a pedestrian, when struck by any **auto**;
 2. If the **Member** is an individual, any **family member** while **occupying** or, while a pedestrian, when struck by, any **auto**;
 3. Anyone else occupying a **covered auto** or a temporary substitute for a **covered auto**. The **covered auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

The Pool will NOT pay any auto medical payments for:

1. **Bodily injury** sustained by a **Member** while occupying a vehicle located for use as a premises;
2. **Bodily injury** sustained by the **Member** or any **family member** while occupying or struck by any vehicle (other than a **covered auto**) owned by the **Member** or furnished or available for the **Member's** regular use;
3. **Bodily injury** sustained by any **family member** while occupying or struck by any vehicle (other than a **covered auto**) owned by or furnished or available for the regular use of any **family member**;
4. **Bodily injury** to the **Named Member's** employee arising out of and

in the course of employment by the **Named Member**. However, the Pool will cover **bodily injury** to the **Named Member's** domestic employees if not entitled to workers' compensation benefits;

5. **Bodily injury** to a **Member** while working in a business of selling, servicing, repairing or parking **autos** unless that business is the business of the **Named Member**;
6. **Bodily injury** 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;
7. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so; or
8. **Bodily injury** sustained by anyone while occupying any **covered auto** while used in any professional racing or demolition contest or stunting activity, while practicing for such contest or activity, or while the auto is being prepared for such a contest or activity.

COVERAGES A, B, C, D, E, F AND G APPLY TO BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE OR A WRONGFUL ACT(S) ONLY IF:

- A. The **bodily injury, personal injury or property damage** is caused by an **occurrence** that takes place in, or any **wrongful act** occurs in, the coverage territory; and
- B. The **bodily injury, personal injury, property damage or wrongful act(s)** occurs during the Coverage Period; and
- C. Prior to the Coverage Period, no **Member** authorized by the **Named Member** to give or receive notice of an **occurrence** or **claim**, knew that the **bodily injury, personal injury, property damage** or a **wrongful act(s)** had occurred, in whole or in part. If such a **Member** knew, prior to the Coverage Period, that **bodily injury, personal injury, property damage** or a **wrongful act(s)** occurred, then any continuation, change or resumption of such **bodily injury, personal injury, property damage** or a **wrongful act(s)** during or

after the Coverage Period will be deemed to have been known prior to the Coverage Period.

- D. **Bodily injury, personal injury, property damage or wrongful act(s)** which occurs during the Coverage Period and was not, prior to the Coverage Period, known to have occurred by any **Member** authorized by the **Named Member** to give or receive notice of an **occurrence** or **claim**, includes any continuation, change or resumption of that **bodily injury, personal injury, property damage or wrongful act(s)** after the end of the Coverage Period.
- E. **Bodily injury, personal injury, property damage or a wrongful act(s)** will be deemed to have been known to have occurred at the earliest time when any **Member** authorized by the **Named Member** to give or receive notice of an **occurrence** or **claim**:
 - 1. Reports all, or any part, or the **bodily injury, personal injury, property damage or a wrongful act(s)** to the **Pool** or any other insurer;
 - 2. Receives a written or verbal demand or claim for damages because of the **bodily injury, personal injury, property damage or wrongful act(s)**; or
 - 3. Becomes aware by any other means that **bodily injury, personal injury, property damage or a wrongful act(s)** has occurred or has begun to occur.

II. LIMITS OF LIABILITY

- A. The limits of liability and the rules shown below fix the most the **Pool** will pay regardless of the number of:
 - 1. **Members** covered under this Coverage Document;
 - 2. **Claims, actions or suits** made or brought;
 - 3. Persons or organizations making **claims** or bringing **action or suit**;
 - 4. Additional Coverages and other special coverage grants offered; or
 - 5. With respect to Coverage E, **covered autos, claims** made or vehicles involved in an **occurrence**.
- B. An each **occurrence** or **wrongful act** Limit of \$2,000,000 is the most the **Pool** will pay for the sum of all **damages** under Coverage A, Coverage B, Coverage C and Coverage D whether one or more of these Coverages are involved in a single covered **occurrence** and/or **wrongful act**; except that for **claims, actions or suits**,

occurrences, or **wrongful acts** to which the monetary limits of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended, apply, there shall be a further sub-limit in the amount of:

1. \$387,000 for an injury to any one person in any single **occurrence** and/or **wrongful act**; and
2. \$1,093,000 for an injury to two or more persons in any single **occurrence** and/or **wrongful act** but in the event of an injury to two or more persons in any single **occurrence** and/or **wrongful act**, the sub-limit shall not exceed \$387,000 for each injured person.

The **Named Member** will be responsible for reimbursing the **Pool** for any deductible(s) that may apply.

- C. An each **occurrence** Limit of \$2,000,000 is the most the **Pool** will pay for the sum of all **damages** under Coverage E. However, in no event will the **Pool** pay more than the least of (1) this limit of liability; (2) the amount of **damages** sustained but not recovered; or (3) the difference between this limit of liability and all amounts paid to a **Member** by or for anyone legally liable for **damages** resulting from **bodily injury**, including all sums paid under Coverage A.
- D. The most the **Pool** will pay for medical expenses under Coverage F. because of **bodily injury** is \$10,000 any one person, \$10,000 any one **occurrence**.
- E. The most the **Pool** will pay for auto medical payments under Coverage G. because of **bodily injury** are \$10,000 any one person, \$10,000 any one **occurrence**.
- F. Subject to paragraphs B., C., and D. above, an Annual Aggregate Limit of \$ Nil is the most the **Pool** will pay for all **damages** from all covered **occurrences** or **claims** taking place during the Coverage Period.
- G. With respect to the Additional Coverages and other specific coverage grants provided within this Coverage Document, each **occurrence** and Annual Aggregate limits of liability stated are subject always to the each **occurrence** and Annual Aggregate limits of liability, as presented in paragraphs B., C., D. and E. above, arising from a single covered **occurrence** or **claim**, or from all covered **occurrences** and **claims** during the Coverage Period.
- H. Unless stated otherwise within this Coverage Document or other special coverage grant, defense costs are in addition to the each **occurrence** and Annual Aggregate total limits of liability.
- I. The limits of liability apply separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the Coverage Period shown in the **Declarations**, unless the Coverage Period is extended after issuance for an additional period of less than twelve (12) months. In that case,

the additional period will be deemed part of the last preceding annual period for purposes of determining the limits of liability.

- J. The **Pool** shall not be obligated to pay any **claim** or judgment or to defend any such **claim, action or suit** after the applicable limit of liability shown on the **Member's Declarations** has been exhausted by payment of judgments or settlements and with respect to Additional Coverage C, the costs and expenses in defense of a **claim, action or suit**.

III. SUPPLEMENTARY PAYMENTS & DEFENSE

SUPPLEMENTARY PAYMENTS

With respect to any **claim, action, or suit** that is covered under this Coverage Document that the **Pool** investigates or defends, the **Pool** will pay:

- A. All expenses the **Pool** incurs.
- B. Defense costs and expenses including:
1. Legal fees charged by the attorney(s) assigned by the **Pool**;
 2. Court costs;
 3. Expert witness fees;
 4. Normal administrative defense costs such as court reporter fees, transcript fees, filing fees and reasonable, miscellaneous costs such as postage, communication and photocopies; and
 5. The cost of court bonds, but the **Pool** does not have to furnish these bonds.
- C. Up to \$1,000 for cost of bail bonds required because of **occurrences** or traffic law violations arising out of the use of any vehicle to which this Coverage Document applies. The **Pool** does not have to apply for or furnish these bonds.
- D. The cost of bonds to release attachments in any **action or suit** against a **Member** the **Pool** defends, but only for bond amounts within the applicable limits of liability. The **Pool** does not have to apply for or furnish these bonds.
- E. Reasonable expenses incurred by the **Member** at the **Pool's** request to assist the **Pool** in the investigation or defense of the **claim, action or suit** including the actual loss of earnings up to \$500 a day because of time off work. Except as stated in the preceding sentence, the **Pool** will not pay any salaries, charges or fees for any current or former **Named Member** directors, officers, employees or volunteers.

- F. All costs taxed against the **Member** in the **action or suit**.
- G. Prejudgment interest awarded against the **Member** on that part of the judgment the **Pool** pays. If the **Pool** makes an offer to pay the applicable limit of liability, the **Pool** will not pay any prejudgment interest based on that period of time after the offer.
- H. All interest on the full amount of any judgment that accrues after entry of the judgment and before the **Pool** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

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

Defense

The **Pool** shall have the right and duty to defend any **claim, action or suit** against the **Member** seeking **damages**, even if any of the allegations of the **claim, action or suit** are groundless, false or fraudulent, and the **Pool** may make such investigation and settlement of any such **claim, action or suit** as it deems expedient. The **Pool** shall have the right, but no duty, to appeal any judgment. The **Pool's** right and duty to defend ends when the applicable limit of liability, in the **Member's** Coverage Document, has been exhausted by payment of judgments or settlements, and with respect to Additional Coverage C, the costs and expenses in defense of a **claim, action or suit**.

IV ADDITIONAL COVERAGES

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

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

Additional Coverage A: Sexual Molestation, Tortious Physical or Sexual Contact

Subject to the following provisions, and notwithstanding Exclusion Y, the **Pool** will pay a maximum of \$1,000,000 in the aggregate for all **occurrences or claims, actions or suits** in any one Coverage Period the **Named Member** is legally liable to pay as **damages** for any **claim, action or suit** of sexual molestation, tortious physical or sexual contact against the **Named Member** as a result of vicarious liability emanating from the activities of another **Member**.

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

The **Pool** will also defend any **Member(s)** accused of committing an act of sexual molestation, tortious physical or sexual contact. However, the **Pool's** obligation to defend ends when the **Member** is found guilty or innocent by a court judgment or other final adjudication of such charges or the **Member** admits guilt.

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

Additional Coverage B: Pre-Loss Legal Assistance

Upon prior approval of the **Claims Administrator**, the cost of pre-loss legal assistance which is available for any potential **occurrence** or **wrongful act** that could lead to a future **claim, action or suit** under this Coverage Document. This is subject to a limit of \$3,500 any one potential **occurrence** or **wrongful act**, not to exceed \$7,000 per **Member** each Coverage Period.

Additional Coverage C: Securities Claim Coverage

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

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

Notwithstanding the provisions of Exclusions Q. and R., the **Pool** will defend a **Member** in connection with a **securities claim** alleging any dishonest, fraudulent, bad faith or malicious act or omission unless and until it is established either by admission of the **Member** or in a final determination by a judge, jury, arbitrator or other tribunal of competent jurisdiction, that the **Member** did in fact engage in such act or omission. In the event of such admission or determination, such **Member**

agrees to repay to the **Pool**, upon demand, all defense costs incurred on the **Member's** behalf by virtue of this provision.

Notwithstanding the other provisions of Additional Coverage C., or any other provisions of this Coverage Document, the **Pool** shall have no duty to defend or to pay **damages** in connection with any investigation of a **Member** or any **securities claim** against a **Member** by the Securities and Exchange Commission or any other state or federal officer or entity with jurisdiction to investigate violations of, and/or bring **claims, actions or suits** or criminal proceedings to enforce, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Colorado Securities Act, as amended, or any similar federal or state statute or any rules or regulations relating to securities.

Additional Coverage D: Personal Use Auto Liability Coverage

Limit of Liability: \$2,000,000 Per Occurrence applicable to paragraph A., or paragraph B. or to paragraph A. and B. if a single **occurrence** involves both paragraphs A. and B. This Limit of Liability is part of and not in addition to the applicable Limit(s) of Liability stated in section **II. LIMITS OF LIABILITY**.

A. Use of Owned Autos

Subject to the **Additional Coverage D** Limit of Liability, the **Pool** will pay on behalf of the **Designated Member** those sums which the **Designated Member** is legally obligated to pay as **damages** because of **bodily injury** or **property damage** resulting from the **Designated Member's** personal use of an **owned auto**, provided that:

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

B. Drive Other Car Coverage

When an **owned auto** is provided to a **Designated Member** for personal use as stated in paragraph A. above, subject to the **Additional Coverage D** Limit of Liability, the

Pool will pay on behalf of the **Designated Member** those sums which the **Designated Member** is legally obligated to pay as **damages** because of **bodily injury** or **property damage** resulting from the **Designated Member's**:

1. Use of an **auto** in the **Named Member's** business; or
2. Personal use of an **auto**,

provided that such **auto** is:

- (a) Not owned, leased, rented, hired or borrowed by the **Named Member**; and
- (b) Not owned or leased by the **Designated Member**; and
- (c) Not used in any business that is not the **Named Member's** business; and
- (d) Not used in a business of selling, servicing, repairing or parking **autos** regardless if such business is the **Named Member's** business.

C. Additional Coverage D also includes:

1. Anyone else **occupying** any **auto** covered in Paragraph A. or B. or a temporary substitute for such **auto** if that **auto** is out of service because of its breakdown, repair, servicing, loss or destruction; or
2. Anyone for **damages** he or she is entitled to recover because of **bodily injury** or **property damage** sustained by another **Member** in connection with any **auto** covered in Paragraph A. or B.

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

Additional Coverage E: Mold, Fungus

To the extent coverage is excluded by Exclusion AB., the **Pool** will pay a maximum of \$350,000, in the aggregate, for all **occurrences** or **claims** in any one Coverage Period for **damages** arising directly or indirectly out of, resulting from, caused by or contributed to by any **fungus(es)** or **spore(s)**.

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

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

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

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

Limits of Liability:

\$10,000	any one residential premises
\$10,000	any one commercial occupancy
\$200,000	in the aggregate for any one occurrence
\$1,000,000	shared all Member aggregate for the total of all occurrences in any one Coverage Period

Regardless of the number of **claims** made or claimants involved in any one **occurrence**, the most the Pool will pay for any one **occurrence** for all **property damages** and clean-up expenses combined is the limit of liability shown for any one **occurrence**.

Deductible:

The obligation of the **Pool** applies only to the amount of **property damage** or clean-up expenses that exceed \$500 any one **occurrence**, or any larger optional deductible chosen by **Member**.

Other Coverage or Insurance:

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

Additional Coverage G:

Part G.I. Injunctive Relief Defense Reimbursement

Notwithstanding Exclusion T., the **Pool** will reimburse the **Named Member** for the **Named Member's** incurred costs of defense of an **action or suit** for **injunctive relief** because of the liability of the **Named Member** to which this Coverage Document applies, subject to the following:

1. The maximum the **Pool** will pay as reimbursement under this Additional Coverage G.I. is \$50,000 each **Named Member** in the aggregate, for all **actions or suits** in any one Coverage Period. The **Pool's** reimbursement obligation for the defense of the **Named Member** is limited to attorney's fees, expert's fees, and normal administrative litigation costs such as court reporter fees, transcript fees, filing fees and reasonable, miscellaneous costs such as postage, communication and photocopies.

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

Upon exhaustion of the above-stated aggregate limit of \$50,000, the **Pool** will have no further obligations or liability of any kind.

2. In addition to the **Named Member** aggregate limit of \$50,000, this Additional Coverage G.I. and Additional Coverage G.II are subject to a combined, \$500,000 shared all **Named Members** annual aggregate for any one Coverage Period. Upon exhaustion of the aggregate limit by such payments, the **Pool** will have no further obligations or liability of any kind to any **Named Member**.
3. The **Named Member** has the right to select the attorney representing the **Named Member** in the **action or suit** seeking **injunctive relief**. However, in the event a **claim** for **injunctive relief** is asserted in any **action or suit** asserting other **claims** to which this Coverage Document applies, the **Pool** retains and has the right to select the attorney representing the **Named Member**.
4. The **action or suit** seeking **injunctive relief** must be brought before a court or agency of the United States, or any State or Commonwealth therein, or any governmental subdivision of any of them.
5. As a condition to this Additional Coverage G.I., the **Named Member** must provide notice to the **Pool** as provided in section **VII. CONDITIONS**, subsection F. of this Coverage Document, and the **Pool** has no obligation to reimburse any defense costs incurred by the **Named Member** prior to such notice.

6. All **actions or suits** based on or arising out of the same **wrongful act** or a series of related **wrongful acts** shall be deemed a single **action or suit** deemed to have taken place when the **wrongful act**, including a series of related **wrongful acts**, first occurred regardless of the number of:
 - (a) **Named Members;**
 - (b) Plaintiffs;
 - (c) Demands asserted; or
 - (d) Injunctions, temporary restraining orders or prohibitive writs.

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

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

Part G.II. Non-Monetary Relief Defense Reimbursement

Notwithstanding Exclusion T., the **Pool** will reimburse the **Named Member** for the **Named Member's** incurred costs of defense of an **action or suit** for **non-monetary relief** because of the liability of the **Named Member** to which this Coverage Document applies, subject to the following:

1. The maximum the **Pool** will pay as reimbursement under this Additional Coverage G.II is \$50,000 to the **Named Member** in the aggregate, for all **actions or suits** for **non-monetary relief** in any one Coverage Period. The **Pool's** reimbursement obligation for the defense of the **Named Member** is limited to attorney's fees, expert's fees, required court bonds, and normal administrative litigation costs such as court reporter fees, transcript fees, filing fees and reasonable, miscellaneous costs such as postage, communication and photocopies.

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

Upon exhaustion of the \$50,000 each **Named Member** aggregate limit by such payments, the **Pool** will have no further obligations or liability of any kind to the **Named Member**.

2. In addition to the **Named Member** aggregate limit of \$50,000, this Additional Coverage G.II. and Additional Coverage G.II are subject to a combined, \$500,000 shared all **Named Members** annual aggregate for any one Coverage Period. Upon exhaustion of the aggregate limit by such payments, the **Pool** will have no further obligations or liability of any kind to any **Named Member**.
3. The **Named Member** has the right to select the attorney representing the **Named Member** in the **action or suit** seeking **non-monetary relief**. However, if the event a **claim** for **non-monetary relief** is asserted in any **action or suit** asserting other **claims** to which this Coverage Document applies, the **Pool** retains and has the right to select the attorney representing the **Named Member**.
4. The **action or suit** seeking **non-monetary damages** must be brought before a court or agency of the United States, or any State or Commonwealth therein, or any governmental subdivision of any of them.
5. As a condition to this Additional Coverage G.II., the **Named Member** must provide notice to the **Pool** as provided in section **VII. CONDITIONS**, subsection F. of this Coverage Document, and the **Pool** has no obligation to reimburse any defense costs incurred by the **Named Member** prior to such notice.
6. All **actions or suits** based on or arising out of the same **wrongful act** or a series of related **wrongful acts** shall be deemed a **single action or suit** deemed to have taken place when the **wrongful act**, including a series of related **wrongful acts**, first occurred regardless of the number of:
 - (a) **Named Members**;
 - (b) Plaintiffs;
 - (c) Demands asserted; or
 - (d) Forms of non-monetary relief.

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

7. If an **action or suit** gives rise to coverage under both Additional Coverage G.I. and Additional Coverage G.II., the maximum aggregate liability of the

Pool for defense costs reimbursement for all **actions or suits** shall not exceed \$50,000 for each **Named Member** in any one Coverage Period.

Additional Coverage H: Fiduciary Liability

To the extent coverage is excluded by Exclusion W., the **Pool** will pay a maximum of \$200,000 per **Named Member** for all **wrongful acts, claims, action or suits** in any one Coverage Period the **Named Member** is legally obligated to pay as **damages** resulting from any **claim** based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406 commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any federal, state or local statutory law or common law.

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

Coverage under this Additional Coverage H. shall not apply to the extent it is established either by admission of the **Member** or in a final determination by a judge, jury, arbitrator or other tribunal of competent jurisdiction over such **claim** that the **Named Member** committed any fraudulent or criminal **wrongful act** with actual knowledge of its wrongful nature or with the intent to cause damage or intentionally violate any of the foregoing acts or laws to which this Coverage H. applies. For purposes of determining the applicability of Exclusion W., only the **wrongful act(s)** of a majority of the governing body of the **Named Member**, or of the **Named Member's** manager when acting with the knowledge and consent of such majority of the governing body, shall be imputed to the **Named Member**.

DEDUCTIBLE:

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

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

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

Data Compromise Liability:

The **Pool** will reimburse the **Named Member** for **data compromise expenses** incurred to address identity theft resulting from any **personal data compromise** occurring within the Coverage Period when legally imposed based upon the federal government's implementation of the "Red Flag" anti-identity theft statutes and regulations and amendments thereto; upon state laws requiring notification of a

network security breach to everyone who could be affected by the breach, or upon similar provisions of any federal, state or local statutory law or common law.

Website Publishing Liability:

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

Network Security Breach Liability:

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

Replacement or Restoration of Electronic Data:

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

Cyber Extortion Threats:

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

Business Income and Extra Expense:

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

Public Relations Expense:

The **Pool** will reimburse the **Named Member**, if approved by the **Pool** in advance of payment thereof, for the services of a public relations consulting firm for the purpose of averting or mitigating damage to the **Named Member's** reputation or brand caused by a **personal data compromise**, e-commerce incident, network security breach, cyber extortion threat or **wrongful act** occurring within the Coverage Period and covered under this Additional Coverage I. The most the **Pool** will reimburse for such services is \$25,000, and such reimbursement may be approved only where an event has been publicized through the media, including but not limited to television, print, radio or the internet, which might reasonably be considered to create a material threat to the **Named Member's** reputation. The public relations consulting firm shall be chosen by the **Pool's Claims Administrator** who shall take into account the nature and severity of the event and the cost and quality of services that can be delivered. Except for an approved reimbursement under this paragraph, the **Pool** will not be liable for any other costs, expenses, loss, damages or liabilities the **Named Member** may incur as the result of negative publicity.

ALL NAMED MEMBER AGGREGATE:

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

DEDUCTIBLES:

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

EXCLUSIONS:

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

1. Any intentional, willful, deliberate, malicious, fraudulent, dishonest or criminal act by the **Named Member**.
2. Any **claim**, fact, circumstance, situation or **occurrence**, event, transaction or **wrongful act** which took place before the inception date of this coverage form.

3. Any fines or penalties, including but not limited to fees or surcharges from affected financial institutions or levied by a governmental or regulatory authority.
4. Defense or other expenses incurred in relation to any criminal investigations or proceedings.
5. Any failure of power or other utility service that enables the **Named Member's** e-commerce operations.
6. Any action of governmental authority, including the seizure or destruction of, or damage to or loss of use of any e-commerce asset or any e-commerce communication.
7. Any actual or alleged inability to use, or lack of performance of, any technology products that are in development, or are in 'beta' or similar testing state, and/or have not yet been authorized for general commercial release.
8. Any unsolicited electronic dissemination of faxes or e-mails by the **Named Member** or any other party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, and/or any similar federal or state statutes, law or regulation relating to a person's right of seclusion.
9. The failure of a computer system to be protected by network security equal to or superior to that disclosed or recommended to the **Named Member** in response to specific questions relating to network security including access protection, intrusion detection data backup procedures, malicious code protection, software products update and releases, patch protection, and data encryption; or the failure to use best efforts to install commercially available software products updates and releases, or to apply security related software patches, to computers and other components of the **Named Member's** computer system.
10. The malfunction, failure or inadequacy of any satellite.
11. Any actual or alleged violation of the Racketeer Influenced And Corrupt Organizations Act (RICO) and its amendments, or similar provisions of any federal, state or local statute or common law.
12. Ordinary wear and tear; gradual deterioration of; or failure to maintain electronic data and computer systems on which electronic data is processed or stored whether owned, leased or maintained by the **Named Member** or others.

13. The physical loss of, damage to or destruction of tangible property, including the loss of use thereof. Tangible property does not include electronic data, but does include all computer hardware.
14. Any failure or shutdown of:
 - a. Telephone lines; or
 - b. The internet, data transmission lines or wireless communications connection; or
 - c. Any electrical or mechanical device that results in any electrical disturbance, surge, spike, brownout or blackout; provided, however, this exclusion shall not apply to claims arising out of professional services **wrongful acts** where the professional service rendered or failed to be rendered directly relate to the avoidance or minimization of the events set forth above or the consequences there of; or
 - d. Any other telecommunications equipment, facilities or electronic infrastructure, including equipment, facilities or infrastructure that supports the operation of computer networks, including the internet, which are used to transmit or receive voice or data communications and which are not under the **Named Members** direct operational control or, if applicable, under the direct operational control of the **Named Members** service provider.
15. Outages to gas, water, telephone, internet, cable, or other infrastructure; fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail; act of God or any other physical event, however caused; provided however, this exclusion shall not apply to claims arising out of professional services **wrongful acts** where the professional service rendered or failed to be rendered directly relate to the avoidance or minimization of the events set forth above or the consequences thereof.
16. Liability assumed under a contract.
17. Dispersal or application of biological or chemical materials, or nuclear reaction, radiation or contamination.
18. **Bodily injury.**
19. Claims in the nature of pollution liability or employment practices liability claims.

20. Liability for which coverage is excluded pursuant to Section VI, EXCLUSIONS, except the provisions of this Additional Coverage I shall apply to the extent coverage is excluded by Exclusion Z.

V. EXTENSIONS OF COVERAGE

A. Commandeered Property

At the **Named Member's** request, the **Pool** will pay on behalf of the **Member** those sums which the **Member** is legally obligated to pay as damages because of **property damage to commandeered property** resulting from an **occurrence** or **wrongful act** to which this Coverage Document applies, subject to the limits of liability stated in Section II. LIMITS OF LIABILITY, which limits are not increased by this extension of coverage. Coverage for **property damage to commandeered property** applies only for the time the **Member** officially uses the **commandeered property** for **emergency operations** plus the reasonable time necessary to return the property, but not to include any **property damage** occurring after the Coverage Period. The covered period for loss of use for any **commandeered property** shall not exceed 180 days.

B. Excess Liability (Over Employer's Liability)

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

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

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

1. As shown on the **Pool's** Liability Declarations Page, the \$2,000,000 per occurrence primary limit does not apply; and
2. As shown on the **Pool's** Liability Declarations Page, the **Excess Liability** per occurrence limit (if applicable), will apply in excess of the **Pool's**

Workers' Compensation Employers' Liability Limits of Indemnity per occurrence of \$2,000,000 and any applicable Self-Insured Retention.

C. Prior Acts under Prior Claims-made Policies

1. Subject to all terms, exclusions and definitions stated within this Coverage Document, the **Pool** will pay on behalf of the **Member** all sums which the **Member** shall be legally obligated to pay as **damages** because of the **Member's claims, actions or suits** that would have been covered under an expiring claims-made coverage document form.
2. The following conditions must be met prior to coverage:
 - a. Within the first thirty (30) days after expiration date of the expiring claims-made coverage document, the **Named Member** must furnish a written statement of any known incidents which may give rise to a future **claim, action or suit**;
 - b. Within the first thirty (30) days after expiration date of the expiring claims-made coverage document, the **Named Member** must furnish a complete copy of the expired claims-made coverage document(s) to the **Pool**.
3. The **Pool's** payment of covered **damages** shall not be excess over any other valid and collectible insurance or coverage document(s) nor does the **Pool** have the duty to defend any incident, **claim, action or suit or occurrence** that is covered by other insurance.
4. The retroactive date on the expired coverage document(s) shall apply. If there is no retroactive date on the expired coverage document(s), then the earliest inception date of the expired coverage document(s) will be the retroactive date for the purposes of this coverage.
5. Any **claim, action or suit** for which **Pool** coverage is extended under this provision must be made during the Coverage Period.
6. Unless otherwise expressly provided in the **Named Member's** Declarations, the limits of liability that shall apply will be the limit stated in the **Named Member's** prior policy or the limit stated in Section II. LIMITS OF LIABILITY, whichever is less.

VI. **EXCLUSIONS**

This coverage does not apply to:

- A. Any liability for **damages** that result from an act that is intended by the **Member** or can be expected from the standpoint of a reasonable person to cause **bodily injury**,

personal injury, property damage or a **wrongful act(s)**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property. This exclusion also does not apply to any **claim** for or arising out of **employment related harassment** or **employment practices wrongful act(s)**.

B. Any liability for **damages** that the **Member** is legally obligated to pay by reason of the assumption of liability in or the breach of a contract or agreement whether expressed or implied. This exclusion does not apply to:

1. **Damages** that the **Member** would owe in the absence of the contract or agreement; or
2. **Damages** assumed in a contract or agreement that is an **insured contract**, provided the liability occurs subsequent to the execution of the contract or agreement.

C. Any liability for **damages** arising out of the ownership, maintenance, operation, use, "loading or unloading" of (1) any aircraft, including any unmanned aircraft owned or operated by, or rented or loaned to, the **Member**, or (2) any other aircraft, including unmanned aircraft owned or operated by, or rented or loaned to any other person or entity.

"Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft; or
2. While it is in or on an aircraft; or
3. While it is being moved from an aircraft to the place where it is finally delivered; but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft.

D. Any liability for **damages** due to:

1. War including undeclared or civil war; or
2. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- E. Any liability for **damages** arising out of the ownership, maintenance or use of watercraft in excess of 51 feet in length.
- F. Any liability for **damages** arising out of the operation, ownership or maintenance of any of the following:
 - 1. Full-time, year-round Day Care Center (defined as a child care center whose primary purpose is to care for toddler, pre-school and pre-kindergarten children at least 40 hours per week and at least 48 weeks per year) as the sole purpose of the Special District.
 - 2. Arising out of the ownership, operation, maintenance, use or entrustment to others of any airfields, runways, hangars, buildings, or other properties in connection with any aviation activities or airports owned or operated by or rented or loaned to any **Member**.
 - 3. Ski Lift Equipment consisting of towers, chairs, cables, wire rope, rope, stanchions or other structural component.
- G. Any liability for **damages** arising out of injury to, damage to or destruction of any property owned by the **Member**.
- H. Any obligation for which the **Member** or the **Pool** may be held liable under any workers' compensation, employers' liability, unemployment or disability benefits law; social security; or other similar law, including the Jones Act, Federal Employers' Liability Act, U.S. Defense Base Act or the U.S. Longshoremen's and Harbor Workers' Compensation Act.
- I. Any liability for **bodily injury** to any employee of the **Member**, including any volunteer or inmate for whom the **Member** could elect to provide workers' compensation coverage, arising out of and in the course of the employee's, volunteer's, or inmate's employment or use of their services by the **Member**.
- J. Any liability for **damages** arising out of, or in any way connected with, the operation of the principles of eminent domain, condemnation, inverse condemnation, adverse possession or dedication by adverse use by whatever name called, whether such liability accrues directly against the **Member** or by virtue of any agreement entered into by or on behalf of the **Member**.
- K. Any liability for **damages** at any hospital, clinic or nursing home owned or operated by the **Member**, or to any such liability assumed by the **Member** under contract, arising out of or in connection with the care, treatment, rendering of health related professional services or providing any associated products or devices to any person brought to, entering or admitted on an inpatient or outpatient basis to such hospital, clinic or nursing home with the intention that care, treatment, professional services or associated products and devices be provided.

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

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

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

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

- j. Weed abatement or spraying;
- k. Arising out of propane or natural gas; or
- l. Arising out of **potable water**, which is provided by the **Named Member** to others.

However, as respects Exclusion L.1., subsections g., h., i., j., k., and l., the **Pool** shall have no obligation to make any payment unless the **occurrence** is:

- a. detected within 10 calendar days after the commencement of such presence, discharge, dispersal seepage migration, release or escape; and
 - b. Reported to the Pool within 30 calendar days of being detected; and
 - c. Subject to reasonable efforts expended by all involved **Members** to terminate or mitigate the situation as soon as conditions permit.
2. Any loss, cost or expense arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at or from a **waste site**.
3. Any loss, cost or expense arising out of any:
- a. Request, demand, order or statutory or regulatory requirement, or voluntary act that any **Member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
 - b. **Claim, action or suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of **pollutants**.
 - c. **Claim, action or suit** for which a **Member** is held jointly or severally liable (whether under the Comprehensive Environmental Response Compensation and Liability Act or any statute or any judgment of any court) for **bodily injury personal injury, property damage** or a **wrongful act** caused by parties other than the **Named Member**.

Any discharge, dispersal, release, seepage, migration or escape of **pollutants** shall be deemed to have commenced at the time of the first event in any series, chain or combination of related events that result in any discharge, dispersal, release, seepage, migration or escape of **pollutants**, and all subsequent, sequential, contributing or

combined discharges, dispersals, releases, seepage, migrations or escapes, no matter when occurring, shall be deemed to have commenced at the time of that first event. Any discharge, dispersal, release, seepage, migration or escape of pollutants in any series, chain or combination of related events that results in any discharge, dispersal, release, seepage, migration or escape of pollutants, and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepage, migrations or escapes that occur over more than one Coverage Period insured by the **Pool** shall be deemed to have taken place during the last coverage period and only that limit of liability shall apply.

- M. Any liability for **damages** caused by, contributing to by, resulting from, or arising directly or indirectly out of:
1. Asbestos, asbestos fibers, asbestos-containing material, asbestos dust or asbestos products or to any obligation of the **Member** to indemnify another and/or contribute with another because of **damages** arising out of, or as a result of such **bodily injury, personal injury, property damage, or wrongful act(s)**;
 2. Any supervision, instruction, recommendation, notice, warning or advice given or which should have been given in connection with asbestos, asbestos fibers, asbestos-containing material, asbestos dust or asbestos products; or
 3. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos fibers, asbestos-containing material, asbestos dust or asbestos products.

In addition, the **Pool** shall not be obligated to investigate, to pay any **claim** or judgment or to defend any **claim, action or suit** for **damages** caused by, resulting from or arising out of asbestos, asbestos fibers or asbestos products. This exclusion does not apply to fire fighting, rescue or hazardous materials unit operations away from premises the **Member** owns, rents or occupies.

- N. Any liability for **damages** arising out of the **Member's** failure to secure and maintain proper kinds of insurance and/or adequate amounts of insurance or failure to secure insurance in a timely fashion.
- O. Any liability for **damages** arising out of any act or omission outside the scope of the **Member's** powers and duties as defined in laws, rules, and regulations applicable to the **Member's** operations.

This exclusion does not apply to the acts of directors, officers, employees, or volunteers of the **Member** while acting as a Good Samaritan independently of his or her activities as a director, officer, employee or volunteer when he or she encounters the scene of an emergency requiring sudden action; but, it applies and excludes absolutely any director, officer, employee or volunteer who responds to the scene of

an emergency with or for any other emergency service organization. However, no **Member's** director, officer, employee, or volunteer has coverage for:

1. **Damages** arising out of his or her providing or failing to provide, as a physician, on-line medical direction or medical command via telecommunication to emergency medical personnel; or
 2. **Property damage** to property owned or occupied by or rented or loaned to that director, officer, employee or volunteer.
- P. Any liability for **damages** resulting from the willful violation of a criminal or civil statute or ordinance committed by or with the knowledge or consent of any **Member**.
- Q. Except to the extent coverage is provided by Additional Coverage C. Securities Claim Coverage, any liability for **damages** resulting from a dishonest, fraudulent, criminal, bad faith or malicious act or omission.
- R. Except to the extent coverage is provided by Additional Coverage C. Securities Claim Coverage, any liability arising from or associated with the issuance of securities.
- S. Any liability for **damages** resulting from a **claim** for failure of performance of contract by any insurer, including failure of any **Employee Benefit Program**.
- T. Any liability for **damages** resulting from **claims**, demands, **actions or suits** seeking relief or redress in any form of monetary damages, or for any fees, costs, and non-monetary damages or expenses which the **Member** may become obligated to pay as a result of any adverse judgment for **non-monetary relief** or injunctive relief.
- U. Any liability for **damages** resulting from **claims, actions or suits** seeking relief or redress under Rules 105 or 106 of the Colorado Rules of Civil Procedure, or any other law or court rule, which provides for any like form of relief or redress.
- V. Any liability for **damages** resulting from any **claim** based upon:
1. Failure of investment programs or plans to perform as represented, or failure to invest in investment programs or plans, by a **Member**;
 2. Advice or counseling given by a **Member** to an employee to participate or not to participate in investment programs or plans;
 3. Failure to comply with any law concerning workers' compensation, unemployment coverage, social security or disability benefits.
- W. Any liability for **damages** resulting from any **claim** based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406 commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of

any federal, state or local statutory law or common law.

- X. Any liability for **damages** resulting from a **Member** gaining in fact any profit, advantage or remuneration to which the **Member** is not legally entitled; provided, however, that this exclusion shall not preclude the **Pool** from defending any such **claim** until it is determined, either by admission of the **Member** or in a final determination by a judge, jury, arbitrator or other tribunal of competent jurisdiction, that the **Member** has gained profit, advantage or remuneration to which the **Member** is not legally entitled. In the event it is finally determined that the **Pool** has no liability hereunder, such **Member** agrees to repay to the **Pool** upon demand, all monies advanced by virtue of this provision.
- Y. Any liability for **damages** arising out of:
1. The actual or attempted tortious physical or sexual contact, including abuse or molestation, by a **Member**; or
 2. The negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any **Member** is or ever was legally responsible and whose conduct would be excluded by paragraph 1., above.

This exclusion does not apply to the Special District that is the **Named Member** if the liability of the **Named Member** is solely that of an innocent, vicariously responsible employer.

- Z. Any liability for **damages** or defense costs, including any duty to defend, or **damages** directly or indirectly based on, arising out of or related to:
1. Any actual or alleged failure, partial failure, malfunction, error, inadequacy of or production of any incorrect or unintended data, information or command, by any of the following, whether belonging to any **Member** or to others:
 - a. Computer hardware;
 - b. Computer software, including, but not limited to, applications and operating systems;
 - c. Computer networks;
 - d. Computer operating systems;
 - e. Microprocessors (computer chips) whether or not part of any computer system;
 - f. Any other computerized or electronic equipment or components; or

- g. Any other products, equipment, services, data or functions that directly or indirectly incorporate, use or rely on, in any manner, any of the items listed in subparagraphs 1.a. through 1.f. above due to the inability to, or manner in which, any of the items listed in paragraphs 1.a. through 1.f. above accept, compare, distinguish, interpret, perform calculations using, process, or recognize the year 2000 or any other date or year.
- 2. Any advice, consultation, design, delay, evaluation, inspection, installation, maintenance, omission, repair, replacement or supervision provided or done by a **Member** or for any **Member**, whether successful or not, to identify, rectify or test any potential or actual problem, failure or malfunction as described in paragraph 1. of this exclusion.
- AA. Except as stated in Coverage E. in section **I. INSURING AGREEMENT**, no other **uninsured/underinsured motor vehicle bodily injury** coverage is provided for:
- 1. Any **claim** settled without the **Pool's** consent;
 - 2. **Bodily injury** sustained by the **Member** or any **family member** while **occupying** or struck by any vehicle owned by a **Member** or **family member** that is not a **covered auto**; or
 - 3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
 - 4. In addition, no coverage is provided for **damages** arising out of automobile Personal Injury Protection Benefits.
- AB. As respects water and sanitation operations, any liability for **damages** resulting from **any claim** arising directly or indirectly out of, resulting from, caused by or contributed to by:
- 1. Any **fungus(es) or spore(s)**;
 - 2. Any solid, liquid, vapor or gas produced by or arising out of any **fungus(es) or spore(s)**;
 - 3. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es) or spore(s)**;
 - 4. Any intrusion, leakage or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for **fungus(es) or spore(s)**;

5. The actual or threatened abatement, mitigation, removal or disposal of **fungus(es)** or **spore(s)** or any material, product building component or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es)** or **spore(s)**;
6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs 1. through 5. above; or
7. Any obligation of any **Member** of the **Pool** to indemnify any party in connection with subparagraphs 1. through 6. above.

AC. Nuclear Incident Exclusion:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction, **bodily injury** or **property damage**:
 - a. With respect to which a **Member** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **Member** is, or had this policy not been issued would be, entitled to Indemnity from the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any supplementary Payments Provision relating to immediate medical or surgical relief first aid, to expenses incurred with respect to **bodily injury**, sickness, disease or death bodily injury resulting from the hazardous properties or nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction, **bodily injury** or **property damage** resulting from the hazardous properties of nuclear material if:

- a. The nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, a **Member** or (2) has been discharged or dispersed therefrom:
 - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Member**; or
 - c. the injury, sickness, disease, death or destruction, **bodily injury** or **property damage** arises out of the furnishing by a **Member** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America its territories, or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility property damage to such nuclear facility and any property thereat.
4. As used in this exclusion:
- a. “hazardous properties” include radioactive, toxic or explosive properties;
 - b. “nuclear material” means source material, special nuclear material or byproduct material; “source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - c. “spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - d. “waste” means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - e. “nuclear facility” means
 - 1) any nuclear reactor,
 - 2) any equipment or device designed or used for (1) separating

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

- 3) any equipment or device designed or used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Member** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 of any combination thereof, or more than 250 grams of uranium 235,
- 4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: “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;

- f. With respect to injury to or destruction of property, the word “injury” or “destruction” includes all forms of radioactive contamination of property;
- g. “Property damage” also means and includes all forms of radioactive contamination of property.

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

1. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs 1. or 2. above; or
4. Any obligation of the **Member** to indemnify any party in connection with subparagraphs 1., 2., or 3. above.

VII. CONDITIONS

A. Subrogation

In the event of any payment under this Coverage Document by the **Pool**, the **Pool** shall be subrogated to all of the **Member's** rights of recovery against any person or organization, and the **Member** shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **Member** shall do nothing after loss to impair or prejudice such rights.

B. Contribution / Anniversary or Renewal

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

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

C. Cross Liability

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

1. As if each **Named Member** were the only **Named Member**; and
2. Separately to each **Member** against whom the **claim, action or suit** is brought.

D. Coverage Territory

Coverage Territory means anywhere in the world provided the **Member's** responsibility to pay damages is for a **claim** that is made and maintained, or an **action or suit** that is brought and maintained, within the United States of America, including its territories and possessions, Puerto Rico or Canada.

E. Governmental Immunity

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

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

1. The **Member** must notify the **Claims Administrator** as soon as possible of an **occurrence** or offense which may result in a **claim, action or suit**. Notice shall include, to the extent possible, the following:
 - a. How, when and where the **occurrence** or offense took place;
 - b. The names and addresses of any witnesses and injured persons; and
 - c. The nature and location of any injury or damage arising out of the **occurrence** or offense.
2. If a **claim** is made or an **action or suit** is brought against any **Member**, the **Member** must:
 - a. Immediately record the specifics of the **claim, action or suit** and the date received; and
 - b. Notify the **Claims Administrator** as soon as possible.

The **Member** must see to it that the **Pool** receives written notice of any **claim, action or suit** as soon as practicable.

3. Any **Member** must notify the **Claims Administrator** as soon as practicable if the **Member**:
 - a. Receives written or oral notice from any person or organization that it is their intent to hold a **Member** responsible for a **wrongful act**; or
 - b. Becomes aware of any **wrongful act** which may subsequently give rise to a **claim** being made or an **action or suit** being brought against a **Member** for a **wrongful act**.
4. If a **claim** is made or **action or suit** is brought, the **Member** must:
 - a. Immediately send the **Pool** copies of any demands, notices, summonses, complaints or legal papers received in connection with the **claim, action or suit**;
 - b. Authorize the **Claims Administrator** to obtain records and other information;
 - c. Cooperate with the **Claims Administrator** in the investigation, settlement or defense of the **claim, action or suit**; and

- d. Assist the **Claims Administrator**, upon the **Claims Administrator's** request, in the enforcement of any right against any person or organization which may be liable to the **Member** because of injury or **damage** to which this coverage may also apply.
5. No **Member** will, except at their own cost, voluntarily make payment, assume any obligation, or incur any expense, other than for first aid, without the written agreement of the **Claims Administrator** or the **Pool**.

G. Action Against the Pool

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

H. Other Coverage or Insurance

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

I. Representations

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

J. Bankruptcy

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

K. Common Terms and Conditions; Headings

Coverage under this Coverage Document is subject to the Common Terms and Conditions found in form CTC 01 01 2017 in the Property and Liability Manual. The descriptions in the paragraph headings and sub-headings of this Coverage Document are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

VIII. DEFINITIONS

A. Action or suit means a civil proceeding in which **damages** to which this Coverage Document applies are alleged. **Action or suit** also includes an arbitration proceeding in which such **damages** are claimed and to which the **Member** must submit or does submit with the **Pool's** consent, or any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Member** submits with the consent of the **Pool**.

B. Administration means:

1. Providing information to employees, including their dependents and beneficiaries with respect to the **employee benefits programs**;
2. Handling of records in connection with the **employee benefits programs**; and
3. Effecting, continuing or terminating any employee participation in any benefit included in the **employee benefit program**, but this does not include the actual effecting, continuing or terminating of such **employee benefit program** which shall be deemed to be a fiduciary act provided all such acts are authorized by the **Named Member**.

C. Auto means:

1. A land motor vehicle, trailer or semitrailer designated for travel on public roads; or
2. Auto does not include Mobile Equipment, unless licensed for road use.
3. 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, sickness or disease sustained by a person, including death, resulting from any of these at any time.

E. Claim, whenever used in this Coverage Document, shall mean any demand received

by a **Member** for **damages** or information that may give rise to **damages** covered under this Coverage Document. **Claim** includes but is not limited to service of a notice of **claim** or service or institution of an **action or suit** against a **Member**, including service of a complaint or similar pleadings, service of a demand or similar filing commencing arbitration proceedings, or receipt or filing of a notice of charge or commencement of proceedings by the EEOC or similar federal, state or local agency. However, in no event shall the term **claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

F. Claims Administrator means:

TRISTAR Risk Management
PO Box 2805
Clinton, IA 52733-2805
Phone Number: 720-962-0222
Fax Number: 720-962-0301

G. Commandeered Property means the following property belonging to someone other than the **Member**: real property; motor vehicles; watercraft; all-terrain vehicles; snowmobiles; animals; and other personal property but not including any aircraft or any aircraft parts, accessories or equipment.

H. Covered Auto means any **auto** shown in the **Named Member's** coverage declaration for the purposes described therein. **Covered auto** includes any **owned auto, hired auto** and **non-owned auto**.

1. **Owned Auto** means only an **auto** the **Named Member** owns or leases for a period of six months or longer. This includes:
 - a. Any trailers the **Named Member** owns while attached to power units the **Named Member** owns; and
 - b. Any **auto** the **Named Member** acquires ownership of, or leases for a period of six months or longer, after the Coverage Period begins.
2. **Hired Auto** means only an **auto** the **Named Member** hires, rents or borrows, or leases for less than six months. This does not include any **auto** the **Named Member** leases, hires, rents or borrows from any director, officer, employee or volunteer, or from any members of their households.
3. **Non-owned Auto** means only an **auto** the **Named Member** does not own, lease, hire, rent or borrow that are used in connection with the **Named Member's** business. This includes an **auto** owned by the **Named Member's** officers or employees but only while used in the **Named Member's** business.

- I. Damages** means all sums recoverable by law from any liability covered under this Coverage Document, but not including (i) punitive or exemplary damages; (ii) taxes, fines or penalties; (iii) any sums awarded for plaintiff attorney fees or expert fees under any statute, including but not limited to 42 U.S.C. § 1988; in any **action** or **suit** in which monetary damages are not sought or not awarded; and (iv) any damages awarded in any action for injunctive relief or non-monetary relief, or the costs of complying with injunctions. **Damages** also means and includes front pay and back pay, whether as compensatory damages or artificially determined by reference to assumed rates and/or periods of time, which are judicially awarded or made part of any settlement to which the **Pool** consents or is a party. However, **damages** shall not include back wages owed to comply with the federal Fair Labor Standards Act (except the Equal Pay Act).
- J. Data Compromise Expenses** means expenses incurred as the result of a **personal data compromise** including, but not limited to: cost of notification, forensic analysis, proactive monitoring services, legal services, specialized response services, including but not limited to consulting services, toll-free helpline, fraud alert and identity restoration case management, and expense for private actions against the **Named Member** arising from unauthorized disclosure our of others' private information arising out of a network security breach. A "**personal data compromise**" means the loss or theft of personal information of others in the **Named Member's** care, custody or control.

For the purposes of Additional Coverage I, **data compromise expense** may include:

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

K. Emergency Operations means actions:

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

L. Employee Benefits Programs means:

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

M. Employment Practices Wrongful Act(s) means **claims, actions or suits for damages** made by an employee, former employee, prospective employee, applicant for employment, person claiming to be an employee, or any person deemed by law to be an employee of the **Named Member**, or their heirs, beneficiaries or legal representatives, against the **Named Member** or any other **Member** as a result of the refusal to employ, termination of employment, coercion, demotion, reassignment, discipline, humiliation, **employment related harassment**, discrimination, evaluation, defamation or any other practices, policies, acts or omissions arising from the employer - employee relationship, including **claims, actions or suits** of any such employee based upon actual or alleged **employment related harassment** by a **Third Party**.

Employment Practices Wrongful Act(s) also includes **claims, actions or suits for damages** made by a **Third Party** as a result of any actual or alleged discrimination against that **Third Party** based upon race, color, religion, creed, genetic information, age, sex (including sexual harassment **claims, actions or suits** not within Additional Coverage A), disability, marital status, national origin, pregnancy, HIV status, sexual orientation, Vietnam Era Veteran status or other protected military status or other status that is protected pursuant to any federal, state, or local statutory law or common law anywhere this Coverage Document applies, that is committed, attempted, or allegedly committed or attempted by any **Named Member** or by any **Member** while

acting within the course and scope of his or her employment duties for or on behalf of the **Named Member**.

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

- N. Employment Related Harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against a present or former employee of, or an applicant for employment with, the **Named Member**.
- O. Excess Liability Limits** means additional liability limits purchased by the **Named Member** over and excluding the primary \$2,000,000 limit.
- P. Family Member** means a **Member's** domestic partner and/or a person related to an individual **Member** by blood, marriage or adoption and who is a resident of such **Member's** household, including a ward or foster child.
- Q. Fungus(es)** includes, but is not limited to, any form or type of mold, mushroom or mildew.
- R. Hostile Fire** means one which becomes uncontrollable or breaks out from where it is intended to be.
- S. Incidental Medical Practice** means rendering treatment as an emergency medical technician, firefighter or volunteer providing first aid while acting within the course and scope of their duties for the **Named Member**.
- T. Injunctive Relief** means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, a **Named Member** provided such action is filed during the Coverage Period.
- U. Insured Contract** means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with (i) construction or demolition operations on or within 50' of a railroad, or (ii) vehicle or pedestrian private railroad crossings at grade;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. An elevator maintenance agreement;

6. That part of any other contract or agreement pertaining to the **Named Member's** operations (including an indemnification of a municipality in connection with work performed by or for a municipality) under which the **Named Member** assumes the **tort liability** of another party to pay for **damages** to a third person or organization; and
7. That part of any contract or agreement pertaining to the provision of services for a public entity under which the **Named Member** assumes the **tort liability** of the other entity to pay for **damages** to a third person or organization; provided, however, such part of a contract or agreement shall only be considered an "insured contract" to the extent the **Named Member's** assumption of the **tort liability** is permitted by law.

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

1. That indemnifies a railroad for **tort liability** in connection with (i) construction or demolition operations on or within 50' of a railroad, or (ii) vehicle or pedestrian private railroad crossings at grade.
 2. That indemnifies an architect, engineer or surveyor acting as an independent contractor for injury or **damage** arising out of professional errors or omissions;
 3. That involves the purchase or sale of real property or personal property.
- V. **Loss** means an undesirable outcome of a risk; the amount of financial detriment resulting from the real and substantial damages the **Member** shall be legally obligated to pay as **damages** because of **bodily injury, personal injury, property damage** or a **wrongful act(s)**, unless covered as described within this Coverage Document.
- W. **Member** means:
1. The **Named Member**; and
 2. The **Named Member's** directors, officers, employees, and volunteers authorized to act on behalf of the **Named Member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function, and includes such directors', officers' or employees' service under an intergovernmental mutual aid agreement or service as directors or officers of an outside tax exempt entity where such service is with the knowledge and consent of the **Named Member** and such service is part of their employment or duties for the **Named Member**.
- X. **Named Member** means the Special District, formed under the laws of the State of Colorado, named in the **Declarations** issued to the Special District by the **Pool**.

Named Member does not include any other entity of which the **Named Member** is a member or with which the **Named Member** is otherwise associated through any contractual, financial or participatory relationship, such as any group, coalition, authority or outside tax exempt entity, or any separate entity formed pursuant to intergovernmental agreement to which the **Named Member** is a party.

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

Z. Occupying means in or upon, or getting in, on, out or off.

AA. Occurrence means:

1. With respect to **bodily injury** and **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
2. With respect to **personal injury**, an offense or series of related offenses. Offenses mean any of the offenses included in the definition of **personal injury**.

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

AB. Personal Injury means injury, other than **bodily injury** arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4. Oral or **written publication** of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

5. Oral or **written publication** of material that violates a person's right of privacy.

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

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

AD. Pool means Colorado Special Districts Property and Liability Pool.

AE. Potable water means water intended and provided for human consumption.

AF. Property Damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.
2. For purposes of this definition and Coverage Document, tangible property does not include electronic data. "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.

AG. Public Official's Liability means coverage for publicly elected or appointed Directors and Officers against allegations of a **wrongful act(s)** while in the course and scope of their duties for the **Named Member**.

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

1. Any actual or alleged violation of the Securities Act of 1933 as amended, the Securities Exchange Act of 1934, as amended, the Colorado Securities Act, as amended, or any similar federal or state statute or any rules or regulations promulgated thereunder, arising from or in connection with the purchase or sale of, or offer to purchase or sell, any securities issued by the **Named Member**; or
2. Any **wrongful act** arising from or in connection with the purchase or sale of, or offer to purchase or sell, any securities issued by the **Named Member**.

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

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

- AI. Spore and/or Spore(s)** includes any reproductive body produced by or arising out of any fungus(es).
- AJ. Training Operations** means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
- AK. Tort Liability**, for purposes of the definition of “**Insured Contract**,” means a liability that would be imposed by law for **bodily injury or property damage** in the absence of any contract or agreement.
- AL. Uninsured/Underinsured Motor Vehicle** shall have the meaning set forth in C.R.S. §10-4-609 and any successor statute, and includes any such vehicle for which an insuring or bonding company denies coverage or is or becomes insolvent, or a hit-and-run vehicle and neither the driver nor owner can be identified. Such a hit-and-run vehicle must hit a **Member**, a **covered auto**, or a vehicle a **Member** is **occupying**. The term **uninsured/underinsured motor vehicle** does not include any vehicle:
1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by the motor vehicle law;

2. Owned by a governmental unit or agency; or
3. Designated for use mainly off public roads while not on public roads.

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

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

AO. Wrongful Act(s) means any actual or alleged error or misstatement, omission, act of neglect, negligence or breach of duty including misfeasance, malfeasance or nonfeasance by the **Member** individually or collectively, or any matter claimed against the **Member** solely by reason of having served or acted in one or more official capacities. **Wrongful act(s)** shall also include such acts in the **administration of employee benefits programs, employment related harassment and employment practices wrongful act(s)**.