

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO MEMBERS

No coverage is provided by this Member Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other member, or any person or entity claiming the benefits of this coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this coverage will be considered a blocked or frozen contract and all provisions of this coverage are immediately subject to OFAC. When a policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IMPORTANT NOTICE TO POLICYHOLDER

CONDITIONAL DISCLOSURE OF CERTAIN COVERAGE CHANGES

This disclosure does not form a part of the policy. Changes summarized below are general in nature and describe certain updates and clarifications in coverage implemented with Ohio Plan Risk Management policies effective 1/1/2022. Note that some forms or endorsements listed below are “Optional” and may not be included in your policy.

Please read the policy carefully and completely to determine rights, duties and coverage. Only the provisions of the actual policy determine the scope of coverage.

Interline

Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement applicable to the Liability Coverage Part and Auto Coverage Part has been made part of the policy.

Property Coverage Part

Building And Personal Property Coverage Form, OPP 00 01, has been updated as follows:

A. Coverage, 2. Property Not Covered has been amended to clarify that power transmission lines, delivery lines and feeder lines and poles are not covered.

Additional Coverage – Animal Injury or Mortality has been amended to clarify animals intentionally destroyed are not covered.

Additional Coverage – Outdoor Property per item limit has been increased from \$5,000 to \$15,000.

Additional Coverage Limits have been increased if expiring limits were lower than those listed below:

- a. Animal Injury or Mortality - \$40,000
- b. Arson Reward – \$25,000
- e. Cemetery Structures – \$25,000
- m. Fire Department Service Charge – Actual service charge

Coverage Extension Limits have been increased if expiring limits were lower than those listed below:

- j. Paved Surfaces - \$100,000
- p. Unnamed Locations - \$750,000

Business Income (And Extra Expense) Coverage Form, OPP 00 02, Limit of Coverage has been increased to \$500,000 if the expiring Limit of Coverage was lower than \$500,000.

Ordinance or Law Coverage, OPP 04 01, Limit of Coverage has been increased to \$500,000 if the expiring Limit of Coverage was lower than \$500,000.

Inland Marine Coverage Part

Special Property Coverage Form, OPM 00 01, has been updated to include the following:

- A. Coverage, 4 Coverage Extensions are updated as follows:
 - d. Property Of Municipal Courts has been amended to clarify coverage applies to property of a municipal court which is scheduled and on file with us;
 - e. Rental Expense Reimbursement has been increased from \$1,000 per day to \$25,000 per day: and
 - f. Special Property - Unscheduled has been added subject to a \$15,000 per item limit.

- C. Limits Of Coverage has been revised in its entirety to provide that the Special Property Limit of Coverage is blanket overall scheduled items and the limits provided in 4. Coverage Extensions are in addition to the scheduled Limit of Coverage.

Auto Coverage Part

Auto Coverage Form, OPA 00 01, has been updated as follows:

Section I – Covered Auto, B. Owned Auto Acquired After The Policy Begins, paragraph 1. has been amended to include Symbol 10.

Section III – Physical Damage Coverage, A. Coverage, 4 Coverage Extensions, i. Loan or Lease Gap Coverage has been amended to a maximum of \$25,000 in lieu of \$10,000.

Endorsements to the policy have been updated to reflect underlying changes in the corresponding Coverage Forms. In addition, these and various other forms and endorsements have been updated to reflect additional definitions, formatting and corrected typographical errors if needed which do not change the intent of the coverage, terms or conditions.

This summary of changes is intended to provide direction as relates to a review of the policy and does not necessarily provide all terms or conditions of coverage. Nothing herein shall alter or override the policy terms and conditions.



Package Policy

From the Ohio Plan

811 Madison Avenue
Toledo, OH 43604

T 855.762.3139

F 419.259.6099

E info@ohioplan.org

POLICY DECLARATIONS

Item One

Named Member and Mailing Address

City of Delphos
608 North Canal Street
Delphos, OH 45833

Policy Number 10002588PKG0HP16

Policy Period

Inception

Expiration

7/1/2022

7/1/2023

12:01 a.m. standard time at your mailing address shown above

Agent/Broker Name

Stolly Insurance Group
P.O. Box 5067
Lima, OH 45802

Coverage Provider

Ohio Plan Risk Management, Inc.

Premium See OPI 01 01

Payment Plan See OPI 01 01

In return for the payment of the premium, and subject to all the terms of this policy, Ohio Plan Risk Management, Inc. agrees to provide the coverage as stated in this policy.

These Declarations, together with the forms applicable to any or all Coverage Parts and any endorsements make up the complete policy for the Policy Period shown above.

Item Two - Property Coverage Part

Coverage

Limits of Coverage

Blanket Building and Personal Property	\$83,994,490
Specific Building and Personal Property	\$ 0
<i>See Endorsement OPP 06 04, Specific Schedule Locations Endorsement for a Schedule of Premises, Limits of Coverage and Valuation Method for each specific location included in the Specific Building and Personal Property Limit of Coverage shown above.</i>	
Business Income with Extra Expense	\$500,000
Legal Liability	\$1,000,000
Ordinance or Law – Combined Coverage B – Demolition Cost Coverage and Coverage C – Increased Cost of Construction	\$500,000

Perils Covered

Causes of Loss - Special Form	Included
Flood and Mudslide	\$ 0
Earthquake and Volcanic Eruption	\$5,000,000

Deductibles

Building and Personal Property – Other than Deep Well Pumps, Electrical Substations and Transformers	\$5,000
Building and Personal Property – Deep Well Pumps, Electrical Substations and Transformers	\$10,000
Flood and Mudslide	Not Covered
Earthquake and Volcanic Eruption	\$25,000

Item Two - Property Coverage Part - Continued

Additional Coverages

The Limits of Coverage shown are the most we will pay for the Additional Coverages listed below as described under A. Coverage, item 4. Additional Coverages of the Building and Personal Property Coverage Form.

	Limits of Coverage
Animal Injury or Mortality - Any One Occurrence	\$40,000
Arson Reward - Each Act of Arson	\$25,000
Athletic Fields – Natural and Artificial Turf – Unscheduled - Any One Occurrence	\$200,000
Cemetery Structures - Any One Occurrence	\$25,000
Claim Preparation Expense - Per Claim	\$50,000
Commandeered Property - Any One Occurrence	\$100,000
Crime Reward – Each Criminal Act	\$1,000 Per Person Subject to \$5,000 Maximum
Electronic Data – Any One Occurrence	\$1,000
Emergency Evacuation Expense – Any One Occurrence	\$5,000
Expediting Expense - Per Claim	\$250,000
Fire Department Service Charge – Each Service Call	Actual Fire Department Service Charge
Lock Re-Keying or Replacement - Any One Occurrence	\$2,500
Outdoor Property - Any One Occurrence	\$100,000
Personal Effects - Per Claim	\$2,500
Pollution Clean Up and Removal - Any One Occurrence	\$100,000
Property Off Premises - Any One Occurrence	\$10,000

Coverage Extensions

The Limits of Coverage shown are the most we will pay for the Coverage Extensions listed below as described under A. Coverage, item 5. Coverage Extensions of the Building and Personal Property Coverage Form.

	Limits of Coverage
Accounts Receivable – Each "Described Premises"	\$250,000
Builders Risk – Each "Described Premises"	\$500,000
Fine Arts – Each "Described Premises"	\$25,000
Fire Protection Devices – Each "Described Premises"	\$5,000
Grounds Maintenance Equipment – Any One Occurrence	\$50,000
Newly Acquired or Constructed Property – Real Property – Each Building	\$2,000,000
Newly Acquired or Constructed Property – Personal Property – Each Building	\$1,000,000
Non-owned Detached Trailers - Any One Occurrence	\$5,000
Paved Surfaces - Any One Occurrence	\$100,000
Spoilage - Any One Occurrence	\$25,000
Underground Pipes, Flues or Drains - Any One Occurrence	\$1,000,000
Unnamed Locations - Any One Occurrence	\$750,000
Valuable Papers & Records - Each "Described Premises"	\$250,000

Additional Coverages

The Limits of Coverage shown are the most we will pay for the Additional Coverages listed below as described under E. Additional Coverage – Utility Services in the Causes of Loss – Special Form.

	Limits of Coverage
Utility Services - each "described premises"	\$25,000

Item Two - Property Coverage Part - Continued

Additional Coverage Extensions

The Limits of Coverage shown are the most we will pay for the Additional Coverage Extension listed below as described under F. Additional Coverage Extensions in the Causes of Loss – Special Form.

Property in Transit	Limits of Coverage \$100,000
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Described Premises

Per Schedule on file with the Ohio Plan Risk Management, Inc.

Item Three – Equipment Breakdown Coverage Part

Coverage	Limits of Coverage
Equipment Breakdown	\$83,994,490
Equipment Breakdown Deductible – Other than Deep Well Pumps, Electrical Substations and Transformers	\$5,000
Equipment Breakdown Deductible – Deep Well Pumps, Electrical Substations and Transformers	\$10,000

Item Four – Inland Marine Coverage Part

Special Property Coverage	Limits of Coverage
Special Property - Scheduled Limit	\$1,199,680
Special Property - Unscheduled Limit	\$250,000
Special Property Deductible	\$1,000

Computer Coverage	Limits of Coverage
Computer Equipment Limit	\$284,739
Media and Data Limit	\$1,138
Property In Transit and Away From Your Premises Limit	\$5,000
Computer Virus	\$1,000
Computer Coverage Deductible	\$5,000
Business Income Limit	\$ 0
Business Income Waiting Period	Not Covered
Extra Expense Limit	\$1,000
Extra Expense Waiting Period	None

Library Materials Coverage	Limits of Coverage
Library Materials	\$0
Library Materials Sub-Limits	
Library Materials In Storage	\$ 0
Library Materials On Exhibition	\$ 0
Library Materials In Transit	\$ 0
Library Materials On Loan	\$ 0
Scheduled Rare Books and Periodicals	\$ 0
Unscheduled Rare Books and Periodicals	\$ 0
Library Materials and Rare Books and Periodicals Deductible	Not Covered
Described Premises	Per Schedule on file with the Ohio Plan Risk Management, Inc.

Item Four – Inland Marine Coverage Part – Continued

Scheduled Fine Arts Coverage		Limits of Coverage
Scheduled Fine Arts		\$ 0
	Fine Arts Deductible	Not Covered
Transmission and Delivery Line Coverage		Limits of Coverage
Transmission and Delivery Line		\$ 0
	Transmission and Delivery Line Deductible	Not Covered

Item Five – Crime Coverage Part

		Limits of Coverage
Employee Theft – Per Loss Coverage		\$100,000
	Employee Theft Deductible	\$250
Forgery or Alteration Coverage		\$100,000
	Forgery or Alteration Deductible	\$250
Inside the Premises – Theft of Money and Securities		\$100,000
	Inside the Premises Deductible	\$250
Outside the Premise		\$100,000
	Outside the Premise Deductible	\$250
Computer Fraud		\$100,000
	Computer Fraud Deductible	\$250
Funds Transfer Fraud		\$100,000
	Funds Transfer Fraud Deductible	\$250
Social Engineering Fraud		\$25,000
	Social Engineering Fraud Deductible	\$250
Destruction of Electronic Data or Computer Programs		\$5,000
	Destruction of Electronic Data or Computer Programs Deductible	\$250
Telephone Toll Fraud		\$5,000
	Telephone Toll Fraud Deductible	\$250
Credit, Debit or Charge Cards		\$5,000
	Credit, Debit or Charge Cards Deductible	\$250

Item Six – Liability Coverage Part

General Liability		Limits of Coverage
Bodily Injury and Property Damage – Each Occurrence Limit		\$6,000,000
Personal and Advertising Injury – Each Offense Limit		\$6,000,000
General Aggregate Limit		\$8,000,000
Product – Completed Operations Aggregate Limit		\$8,000,000
Medical Expense – Any One Person Limit		\$10,000
Medical Expense – Any One Accident Limit		\$50,000
	General Liability Deductible	\$0

Item Six – Liability Coverage Part – Continued

Employee Benefits Liability	Limits of Coverage
Employee Benefits Liability – Each Employee Limit	\$6,000,000
Employee Benefits Liability – Aggregate Limit	\$8,000,000
Employee Benefits Liability Deductible	\$0
Employers' Liability (Ohio Stop Gap)	Limits of Coverage
Bodily Injury by Accident – Each Accident Limit	\$6,000,000
Bodily Injury by Disease – Each Employee Limit	\$6,000,000
Bodily Injury by Disease – Aggregate Limit	\$6,000,000
Employers' Liability Deductible	\$0
Malicious Act	Limits of Coverage
Malicious Act General Aggregate Limit	\$1,000,000
Death Benefit Aggregate Limit	\$1,000,000
Death Benefit Per Member Limit	\$25,000
Medical Expenses Aggregate Limit	\$25,000
Medical Expenses Per Member Limit	\$5,000
Emergency Medical Services Aggregate Limit	\$5,000
Emergency Medical Services Per Member Limit	\$1,000
Funeral Services Aggregate Limit	\$25,000
Funeral Services Per Member Limit	\$1,000
Personal Counseling Aggregate Limit	\$10,000
Personal Counseling Per Member Limit	\$2,500
Travel Services Aggregate Limit	\$25,000
Travel Services Per Member Limit	\$5,000
Public Officials Errors and Omissions and Employment Practices Liability	Limits of Coverage
Errors and Omissions Injury – Each Wrongful Act Limit	\$6,000,000
Errors and Omissions Injury – Annual Aggregate Limit	\$8,000,000
Errors and Omissions Injury Deductible	\$10,000
Employment Practices injury – Each Wrongful Act Limit	\$6,000,000
Employment Practices injury – Annual Aggregate Limit	\$8,000,000
Employment Practices Injury Deductible	\$10,000
Non-Monetary Relief Defense – Annual Aggregate Limit	\$25,000
Non-Monetary Relief Defense Deductible	\$10,000
Back Wages – Annual Aggregate Limit	\$25,000
Back Wages Deductible	\$10,000
Law Enforcement Liability	Limits of Coverage
Law Enforcement Liability – Each Wrongful Act Limit	\$6,000,000
Law Enforcement Liability – Annual Aggregate Limit	\$8,000,000
Law Enforcement Liability Deductible	\$10,000
Medical Expense – Any One Person Limit	\$10,000
Medical Expense – Any One Accident Limit	\$50,000

Item Seven – Automobile Coverage Part

Schedule of Coverages and Covered "Autos":

This policy provides only those coverages where coverage is indicated in the Limits of Coverage column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from Section I – Covered Auto section of the Auto Coverage Form next to the name of the coverage. Coverage is limited by any exceptions noted in the Covered "Autos" column below.

Coverages	Covered "Autos"	Limits of Coverage
Liability	1	\$6,000,000
Auto Medical Payments	2	\$5,000
Uninsured And Underinsured Motorists		Not Covered

Coverages	Covered "Autos"	Deductible	Limits of Coverage
Auto Physical Damage on an Actual Cost Value Basis	Actual Cash Value or cost of repair, whichever is less unless specifically described by endorsement.		
Comprehensive	2,8	Minus the deductible per schedule on file with the Ohio Plan Risk Management, Inc. for each covered "auto" for all "loss" except fire or lightning	Per Schedule on file with the Ohio Plan Risk Management, Inc.
Collision	2,8	Minus the deductible per schedule on file with the Ohio Plan Risk Management, Inc. for each covered "auto"	Per Schedule on file with the Ohio Plan Risk Management, Inc.
Auto Physical Damage on a Replacement Cost Basis	Replacement Cost or cost of repair, whichever is less unless specifically described by endorsement.		
Comprehensive	8,10	Minus the deductible per schedule on file with the Ohio Plan Risk Management, Inc. for each covered "auto" for all "loss" except fire or lightning	Per Schedule on file with the Ohio Plan Risk Management, Inc.
Collision	8,10	Minus the deductible per schedule on file with the Ohio Plan Risk Management, Inc. for each covered "auto"	Per Schedule on file with the Ohio Plan Risk Management, Inc.

Schedule of Covered "Autos" you own:

Per Schedule on file with the Ohio Plan Risk Management, Inc.

Item Seven – Automobile Coverage Part - Continued

Schedule of Hired or Borrowed Covered "Auto" Coverages

Coverages	Deductible	Limits of Coverage
Non-Emergency Autos		\$50,000
Comprehensive	\$1,000	
Collision	\$1,000	

Schedule of Hired or Borrowed Covered "Auto" Coverages

Coverages	Deductible	Limits of Coverage
Emergency Autos		\$100,000
Comprehensive	\$1,000	
Collision	\$1,000	

Item Eight – Data Breach Coverage Part

Data Breach and Privacy Liability – Each Claim Limit		\$500,000
Data Breach and Privacy Liability Deductible	\$25,000	
Data Breach Loss to Member – Each Unauthorized Access Limit		\$500,000
Data Breach Loss to Member – Each Unauthorized Access Deductible	\$25,000	
Electronic Media Liability – Each Claim Limit		\$500,000
Electronic Media Liability – Each Claim Deductible	\$25,000	
Breach Mitigation Expense – Each Unintentional Data Compromise		\$500,000
Breach Mitigation Expense – Each Unintentional Data Compromise Deductible	\$25,000	
Business Interruption – Each Event Limit		Not Covered
Business Interruption – Each Event Deductible	Not Covered	
Hardware Replacement – Sublimit of Liability – Each Bricking Incident Sublimit		Not Covered
Hardware Replacement – Each Bricking Incident Deductible	Not Covered	
Cyber Coverage – Aggregate Limit		\$500,000
Data Breach and Privacy Liability Retroactive Date		7/1/2015
Electronic Media Liability Retroactive Date		7/1/2015

Item Nine - Forms Applicable

Form #	Title
OPI 00 01 03 22	OPRM Common Policy Declarations
OPI 01 01 01 19	Policy Payment
OPI 01 02 01 15	Amendatory Endorsement
OPI 02 01 01 19	Common Policy Conditions
OPI 03 01 01 19	Multiple Deductible Waiver
OPI 04 01 01 15	Nuclear Energy Liability Exclusion Endorsement
OPI 04 02 01 15	Terrorism Exclusion Endorsement
OPI 04 04 01 15	Mold Exclusion Endorsement
OPI 04 05 01 15	Mold Exclusion Endorsement
OPI 04 06 01 15	Electronic Functionality Exclusion Endorsement
OPI 21 01 11 20	Exclusion - Limited Communicable Disease
OPI 21 02 01 22	Exclusion - Communicable Disease

OPI 21 03 01 22	Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement
OPP 00 00 01 15	Property Conditions
OPP 00 01 01 22	Building And Personal Property Coverage Form
OPP 00 02 01 18	Business Income (and Extra Expense) Coverage Form
OPP 00 03 01 18	Legal Liability Coverage Form
OPP 04 01 01 18	Ordinance or Law Coverage
OPP 10 01 01 18	Causes of Loss - Special Form
OPP 10 02 11 20	Boiler And Machinery Coverage - Comprehensive
OPP 10 03 01 22	Earthquake And Volcanic Eruption
OPM 00 00 01 15	Common Inland Marine Conditions
OPM 00 01 01 22	Special Property Coverage Form
OPM 00 03 01 18	Computer Coverage Form
OPC 00 06 01 20	Crime And Fidelity Coverage Form (Loss Sustained Form)
OPL 00 01 01 22	General Liability Coverage Form
OPL 00 02 01 17	Employers' Liability (Stop Gap) Coverage Form
OPL 00 03 11 20	Law Enforcement Liability Coverage Form
OPL 00 04 01 19	Public Officials Liability Coverage Form
OPL 04 01 01 15	Employee Benefits Liability Coverage
OPL 04 03 01 22	Exception - Pollution - Scheduled Operations
OPL 04 06 01 15	Exception Sublimated Gas and Electric Distribution
OPL 04 08 01 19	Amendment of Covered Contract Definition - Railroad Easement
OPL 04 10 01 18	Non-Monetary Relief Defense Endorsement
OPL 04 12 01 18	Exception - Back Wages Endorsement
OPL 04 23 01 20	Malicious Act Coverage Form
OPA 00 01 01 22	Auto Coverage Form
OPA 04 01 01 15	Auto Medical Payments Coverage
OPD 00 01 01 21	Cyber Coverage Form

IN WITNESS WHEREOF, Ohio Plan Risk Management, Inc. has caused this policy to be signed by the President and confirms that the Agent/Broker listed on this Declarations is a duly appointed representative of the Ohio Plan.

Chris Gilbert, President, Ohio Plan Risk Management, Inc.

Named Member: City of Delphos	Policy Number: 10002588PKG0HP16
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POLICY PAYMENT COMPUTATION

You and Ohio Plan Risk Management, Inc. agree that you will pay the Total Amount Due shown below.

Total Amount Due

<u>Annual Premium</u>	\$ 99,580
Less Advantage Credit	\$ 8,075
Less Safety Allowance Credit	\$ 0
Total Amount Due	\$ 91,505

If a Payment Plan, other than Annual, is shown below, you and Ohio Plan Risk Management, Inc. agree the Total Amount Due will be paid in the installments shown below by the corresponding Due Date. If the policy is cancelled midterm at the request of the member, and no subsequent policy is issued with no lapse in coverage by Ohio Pan Risk Management, Inc., all remaining installments are due immediately.

Payment Plan

**Installment
Due Date**

**Installment
Amount**

Named Member: City of Delphos	Policy Number: 10002588PKGOHP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT

This endorsement modifies coverage provided under the following:

Common Policy Conditions

It is agreed that paragraph 1. b. (2) of OPI 02 01 01 15, Common Policy Conditions is amended as follows:

(2) 180 days before the effective date of cancellation if we cancel for any other reason.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

1. Cancellation

- a. The first Named Member shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Member written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 90 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Member's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. All premiums are fully earned and will be retained in the event of cancellation of the policy, unless the policy is cancelled by us or we issue a subsequent policy with no lapse in coverage. If we cancel the policy we will send the first Named Member any premium refund due. Such refund will be pro rata.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This policy contains all the agreements between you and us concerning the coverage afforded. The first Named Member shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

3. Examination Of Your Books And Records

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

4. Inspections And Surveys

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

5. Premiums

The first Named Member shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

6. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Member.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

7. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Member, shown in the Declarations, written notice of nonrenewal not less than 90 days before the expiration date of the policy.
- b. We will mail or deliver our notice to the first Named Member's last mailing address known to us.
- c. The notice of nonrenewal will state the expiration date of the policy. The policy period will end on that date.
- d. If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Member: City of Delphos	Policy Number: 10002588PKGOHP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE DEDUCTIBLE WAIVER

This endorsement modifies coverage provided under the following:

**PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
INLAND MARINE COVERAGE PART
CRIME COVERAGE PART
LIABILITY COVERAGE PART
AUTOMOBILE COVERAGE PART**

In the event a loss, claim, "suit", "loss" or "claim" seeking "damages", "claim expense" or "back wages", under one or more coverage parts or coverage forms to which this endorsement applies, is subject to more than one deductible, only the largest of those deductibles shall apply to the total "damages", "claim expense" or "back wages". All other deductibles shall be waived.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies coverage provided under the following:

AUTOMOBILE COVERAGE PART LIABILITY COVERAGE PART

1. The coverage does not apply:
 - a. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) 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, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) 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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - b. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - c. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, a member or (b) has been discharged or dispersed there from;
 - (2) 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
 - (3) The "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 (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor";
 - b. 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";
 - c. Any equipment or device 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 or any combination thereof, or more than 250 grams of uranium 235;
 - d. 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.

"Property damage" includes all forms of radioactive contamination of property.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies coverage provided under the following:

AUTO COVERAGE PART
LIABILITY COVERAGE PART
PROPERTY COVERAGE PART
INLAND MARINE COVERAGE PART
CRIME COVERAGE PART

This policy does not cover any loss, injury or damage to persons or property or any "damages", judgments, loss, costs or expenses caused directly or indirectly by, resulting from or in connection with or arising out of "terrorism". Such loss, injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

"Terrorism" means any act, including any preparation for or threat or attempt to commit such act, against any person, tangible or intangible property, or infrastructure that:

1. Is determined by governmental authority to be an act of terrorism, or
2. In conjunction with our reinsurer(s), reasonably determine to be:
 - a. In furtherance of political, religious, ideological or cultural objectives; and
 - b. Apparently committed for the purpose of:
 - (1) Intimidating, coercing or punishing a civilian population or a segment thereof or its government;
 - (2) Influencing the policy of a government by intimidation or coercion; or
 - (3) Disrupting any segment of a national economy.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION ENDORSEMENT

This endorsement modifies coverage provided under the following:

AUTO COVERAGE PART
PROPERTY COVERAGE PART
INLAND MARINE COVERAGE PART
CRIME COVERAGE PART

Notwithstanding any provision to the contrary within this policy or any endorsements there to, it is agreed that the above coverages do not apply to:

1. Any loss or damage in any way or to any extent arising out of or which would not have occurred and/or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any "fungi" or bacteria regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. This includes:
 - a. Any supervision, instruction, recommendations, warnings, or advice given or which should have been given in connection with the above; and
 - b. Any obligation to share damages with or repay someone else who must pay damages because of such loss or damage.
2. Any damages, judgment, loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any member or by any other person or entity.

However, this exclusion does not apply to a loss, losses or loss occurrence arising out of one or more of the following perils or causes of loss occurring during the term of this policy:

Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freezing, or weight of snow.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

Named Member: City of Delphos	Policy Number: 10002588PKG0HP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION ENDORSEMENT

This endorsement modifies coverage provided under the following:

**AUTO COVERAGE PART
LIABILITY COVERAGE PART**

Notwithstanding any provision to the contrary within this policy or any endorsements there to, it is agreed that the above coverages do not apply to:

1. Any loss, injury or damage to persons or property in any way or to any extent arising out of or which would not have occurred and/or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any "fungi" or bacteria regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. This includes:
 - a. Any supervision, instruction, recommendations, warnings, or advice given or which should have been given in connection with the above; and
 - b. Any obligation to share "damages" with or repay someone else who must pay "damages" because of such injury or damage.
2. Any "damages", judgment, loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any member or by any other person or entity.

With regard to "bodily injury" or "property damage", this exclusion does not apply to any "fungi" or bacteria that are, are on or are contained in a good or product intended for bodily consumption.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

Named Member: City of Delphos	Policy Number: 10002588PKGOHP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC FUNCTIONALITY EXCLUSION ENDORSEMENT

All Coverage Parts included in this policy are subject to the following.

We will not pay for loss of, alteration of, damage to, or a reduction in the functionality, availability or operation of any of the following:

1. Computer system;
2. Computer hardware;
3. Computer program;
4. Computer software;
5. Computer data;
6. Computer information repository;
7. Computer microchip;
8. Integrated circuits; or

Similar devices within either computer equipment or non-computer equipment.

This exclusion does not apply to the following:

1. Direct physical damage that results from a Covered Cause of Loss; or
2. Loss of Business Income or Extra Expense resulting from direct physical damage caused by any of the following Specified Causes of Loss:
 - a. Fire;
 - b. Lightning;
 - c. Explosion;
 - d. Windstorm or Hail;
 - e. Smoke;
 - f. Aircraft or vehicles;
 - g. Riot or civil commotion;
 - h. Vandalism;
 - i. Leakage from fire extinguishing equipment;
 - j. Sinkhole collapse;
 - k. Volcanic action;
 - l. Falling objects;
 - m. Weight of snow, ice or sleet; or
 - n. Water damage.
 - o. Computer "virus"

Named Member: City of Delphos	Policy Number: 10002588PKG0HP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LIMITED COMMUNICABLE DISEASE

This endorsement modifies coverage provided under the following:

AUTO COVERAGE PART
LIABILITY COVERAGE PART

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal and advertising injury", "personal injury", "wrongful acts", "bodily injury by accident", "bodily injury by disease", "errors and omission injury", "employment practices injury", "back wages" or "covered pollution cost or expense" or any loss, cost, expense, claim, "suit" or "damages" arising out of a "communicable disease" which is:
 1. Categorized as a Public Health Emergency of International Concern declared by the Director general of the World Health Organization, and/or
 2. Categorized as a Public Health Emergency declared by the Secretary of the US Department of Health and Human Services, and/or
 3. The subject of a Stafford Act declaration made by the President of the United States of America, Regardless of any other cause contribution concurrently or in any sequence.
- b. This exclusion shall apply to claims made after the date of any such declaration(s), other than where the relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
- c. This exclusion will continue to apply after the relevant declaration expires or is withdrawn.
- d. As used herein, a "communicable disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 2. The method of transmission, whether direct or indirect, includes but is not limited to, air borne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 3. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COMMUNICABLE DISEASE

This endorsement modifies coverage provided under the following:

PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
INLAND MARINE COVERAGE PART
CRIME COVERAGE PART

Notwithstanding any provision to the contrary within this policy or any endorsements there to, it is agreed that the above coverages do not apply to:

1. All actual or alleged loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a "communicable disease" or the fear or threat (whether actual or perceived) of a "communicable disease" regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, "communicable disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION ENDORSEMENT

This endorsement modifies coverage provided under the following:

AUTO COVERAGE PART LIABILITY COVERAGE PART

Notwithstanding any provision to the contrary within this policy or any endorsements there to, it is agreed that the above coverages do not apply to:

1. Any loss, injury or damage to persons or property in any way or to any extent arising out of, caused by, related to or which would not have occurred and/or taken place, in whole or in part, but for the actual, alleged or threatened discharge, disposal, escape, seepage, migration, release, or existence, ingestion, inhalation, absorption, exposure to, contact with, consumption or absorption of "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" or materials containing "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. This includes:
 - a. Any supervision, instruction, recommendations, warnings, or advice given or which should have been given in connection with the above; and
 - b. Any obligation to share "damages" with or repay someone else who must pay "damages" because of such injury or damage.
2. Any "damages", judgment, loss, costs, expenses or other type of obligation arising out of or resulting from, or in any way related to, any:
 - a. Claim, suit, request, demand, directive, statutory or regulatory requirement, or order by or on behalf of any person, entity, or governmental authority that any member or others test for, monitor, abate, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to or assess the effects of "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" or materials containing "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" by any member or by any other person or entity; or
 - b. Claim or suit by or on behalf of any person, entity, or governmental authority for "damages" or any other relief or remedy because of testing for, monitoring, abating, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to or assessing the effects of "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" or materials containing "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" by any member or by any other person or entity.

"Perfluoroalkyl or polyfluoroalkyl substances (PFAS)" means:

1. Perfluorooctanoic acid (PFOA), a chemical compound described as:
 - a. C₈HF₁₅O₂;
 - b. F-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-C(=O(O))-H; or
 - c. 2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-pentadecafluorooctanoic acid-PFOA;
2. Perfluorooctane sulfonic acid (PFOS), a chemical compound described as:
 - a. 8HF₁₇O₃S;
 - b. F-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-S(=O(=O)(O))-H; or
 - c. 1,1,2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-heptadecafluorooctanesulfonic acid-PFOS;
3. Any PFAS replacement related materials, including but not limited to Gen-X, a chemical compound described as:

- a. $C_6H_4F_{11}NO_3$;
 - b. Ammonium perfluoro (2-methyl-3-oxahexanoate);
 - c. C3 Dimer Acid,
 - d. Hexafluoropropylene oxide dimer acid; or
 - e. HFPO Dimer Acid;
4. PFOA or PFOS salts, PFAS-related compounds, or any substances which degrade to PFOA or PFOS; or
 5. Any PFAS, PFOA, or PFOS identified at any time as a Persistent Organic Pollutant (POP) in Annex A (Elimination), Annex B (Restriction), or Annex C (Unintentional production) in the Stockholm Convention on Persistent Organic Pollutants as ratified by the United States of America and administered by the United States Environmental Protection Agency (USEPA).

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

PROPERTY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in the Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other covered entity, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this coverage.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. COVERAGE UNDER TWO OR MORE COVERAGES

If two or more policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this coverage.

F. OTHER INSURANCE OR COVERAGE

1. You may have other insurance or coverage subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Coverage under this Coverage Part bears to the Limits of Insurance or overage of all insurance or coverage covering on the same basis.
2. If there is other insurance or coverage covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance or coverage, whether you can collect on it or not. But we will not pay more than the applicable Limit of Coverage.

G. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);

- b. Puerto Rico; and
- c. Canada.

H. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone covered by this Coverage Part;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your coverage.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Member shown in the Declarations. The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G - Definitions.

A. COVERAGE.

We will pay for direct physical loss of or damage to Covered Property at the "described premises" in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this coverage form, means the type of property described in this section, A. 1., and limited in A. 2., Property Not Covered, if a Limit of Coverage is shown in the Declarations for that type of property.

- a. Building, meaning the building or structure described in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, including outdoor fixtures and attached outdoor signs;
 - (3) Permanently installed:
 - (a) Machinery;
 - (b) Equipment; and
 - (c) Water and waste water treatment processing machinery, including their Supervisory Control and Data Acquisition Systems (SCADA);
 - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (5) If not covered by other coverage or insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 1000 feet of the "described premises", used for making additions, alterations or repairs to the building or structure.
- b. Your Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the "described premises", or at the residence of an elected or appointed official of your entity, consisting of the following unless otherwise specified in the Declarations:
 - (1) Furniture and fixtures;
 - (2) Machinery and equipment;
 - (3) "Stock";
 - (4) All other personal property owned by you and used in the operation of your governmental entity;

- (5) Labor, materials or services furnished or arranged by you on personal property of others;
 - (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
 - (7) Leased personal property for which you have a contractual responsibility to cover, unless otherwise provided for under Personal Property of Others.
- c. Personal Property of Others that is:
- (1) In your care, custody or control; and
 - (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the "described premises".

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Land (including land on which the property is located), water, growing crops or lawns;
- h. Personal property while airborne or waterborne;
- i. Bulkheads, pilings, piers, wharves or docks;
- j. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other coverage;
- k. Retaining walls that are not part of the building described;
- l. Underground pipes, flues or drains;
- m. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, drives, tapes, internal and external magnetic or optical data storage devices, cells, data processing devices or any other repositories of computer software or data which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, m., does not apply to your "stock" of prepackaged software; or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic data; Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- o. Vehicles or self-propelled machines (including aircraft or watercraft) that:

- (1) Are licensed for use on public roads; or
- (2) Are operated principally away from the "described premises".

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines other than autos, you hold for sale;
- (c) Watercraft less than 27 feet in length; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

p. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants), exterior lighting, flagpoles, utility poles, traffic control devices, sirens and playground equipment, except as provided in the Coverage Extensions.

q. Undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Member's property must be removed or modified.

r. Power transmission lines, delivery lines and feeder lines and poles.

3. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Animal Injury or Mortality

You may extend the coverage provided by this coverage form to include loss caused by a disabling injury or the death or destruction of your animals used by your police department as part of a canine or equestrian patrol due to injury or damage arising out of your police department operations. The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

You may extend the coverage provided by this coverage form to include loss caused by a disabling injury or the death or destruction of your animals used by your fire department due to injury or damage arising out of your fire department operations.

As used in this Additional Coverage, disabling injury means that the injury is such that the animal is no longer able to perform their duties as required by the police department or fire department.

This coverage does not apply to injury, death or destruction of the animal intended by you in response to or as a result of aggressive, passive or other inappropriate behavior.

b. Arson Reward

In the event that a covered fire loss was the result of an act of arson, we will reimburse you for rewards you pay for information leading to convictions for that act of arson. The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

c. Asbestos Clean Up and Removal

This policy specifically excludes asbestos materials clean-up or removal. However if asbestos is itself damaged by a Covered Cause of Loss that occurs during the policy period we will pay your expense to clean-up and remove the damaged asbestos materials within the damaged area.

In no event will coverage be extended to cover:

- (1) Undamaged asbestos materials, including undamaged asbestos materials in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of your property must be removed or modified; or
- (2) Any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos; or

(3) Any loss or expense normally provided by demolition, increased cost or building ordinance.

The coverage provided by this Additional Coverage is included in but does not increase the Building and Personal Property Limit(s) of Coverage shown on the Declarations.

d. Athletic Fields – Natural and Artificial Turf – Unscheduled

You may extend the coverage provided by this coverage form to apply to the unscheduled natural and artificial turf athletic fields, if specific values for such items have not been reported to us as part of your schedule of properties, locations and values on file with us.

The loss or damage must be caused by a Covered Cause of Loss; however, no coverage is provided for loss or damage caused by freezing and thawing, or the settling of the underlying earth.

The most we will pay for loss or damage under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

e. Cemetery Structures

You may extend the coverage provided by this coverage form to include cemetery structures, including but not limited to buildings, mausoleums, grave markers, statuary and fences which are:

- (1) Owned by someone other than you; and
- (2) Operated or maintained by you.

However, our payment for loss of or damage to cemetery structures will only be for the account of the owner of the property.

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

f. Claim Preparation Expense

We will pay the reasonable expenses you incur in preparing claim data required by us. This includes the additional inventory costs, appraisal costs, accounting costs and the cost of preparing other documentation to show the extent of the loss. We will not pay any expenses incurred, directed or billed by or payable to coverage adjusters or their associates or subsidiaries or any costs as provided in E. Loss Conditions, 2. Appraisal.

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

g. Commandeered Property

You may extend the coverage provided by this coverage form to personal property owned by others and commandeered, borrowed, seized or taken over for official use during an emergency operation to protect property, human life, health or safety which are sanctioned by the member's law, fire, Hazmat, or emergency medical department, squad or agency and is used to assist in those emergency operations including securing the scene of an emergency.

We will also pay any resulting loss of use of such property arising during:

- (1) The time subsequent to the direct physical loss or damage during which you officially use or retain such property to handle emergency operations plus reasonable time to return the property; and
- (2) The time after return of such property reasonably necessary to repair or replace such property.

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

h. Crime Reward

In the event of loss or damage to Covered Property due to a Covered Cause of Loss as a result of any criminal acts of a third party, we will reimburse you for rewards you pay for information leading to the arrest and conviction of the person or persons responsible for committing the criminal act(s).

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

i. Debris Removal

- (1) Subject to paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period.

The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not covered under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your "described premises" are located, unless you have a contractual responsibility to insure such property and it is covered under this policy;
 - (c) Remove property of others of a type that would not be Covered Property under this coverage form;
 - (d) Remove deposits of mud or earth from the grounds of the "described premises";
 - (e) Extract "pollutants" from land or water; or
 - (f) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Coverage applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000.
- (4) We will pay up to an additional \$25,000 for expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period, at a "described premises", in any one occurrence of physical loss or damage to Covered Property at such "described premises", if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Coverage, on schedule on file with us, on the Covered Property at the "described premises" that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Coverage on the Covered Property at the "described premises" that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no coinsurance penalty.

EXAMPLE #1

Limit of Coverage:	\$	90,000
Amount of Deductible:	\$	500
Amount of Loss:	\$	50,000
Amount of Loss Payable:	\$	49,500
		(\$50,000 – \$500)
Debris Removal Expense:	\$	10,000
Debris Removal Expense Payable:	\$	10,000

(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is

less than the Limit of Coverage. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

EXAMPLE #2

Limit of Coverage:	\$	90,000
Amount of Deductible:	\$	500
Amount of Loss:	\$	80,000
Amount of Loss Payable:	\$	79,500
		(\$80,000 – \$500)
Debris Removal Expense:	\$	40,000
Debris Removal Expense Payable		
Basic Amount:	\$	10,500
Additional Amount:	\$	25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: $\$80,000 (\$79,500 + \$500) \times .25 = \$20,000$; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Coverage (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Coverage (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

j. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to your personal property apply to this Additional Coverage, Electronic Data, subject to the following:
 - (a) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
 - (b) If the Covered Causes of Loss includes a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

k. Emergency Evacuation Expense

In the event of physical loss of or damage to your Covered Property resulting from a Covered Cause of Loss this policy includes the reasonable extra cost to evacuate or recover persons from such damaged property, including costs or overtime, security, machinery rental and the extra costs of express or other rapid means of transportation.

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

l. Expediting Expense

In the event of physical loss of or damage to your Covered Property resulting from a Covered Cause of Loss this policy includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property, including overtime and the extra costs of express or other rapid means of transportation.

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

m. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

No Deductible applies to this Additional Coverage.

n. Lock Re-keying or Replacement

In the event that keys or master keys are:

- (1) Stolen; or
- (2) Reasonably presumed to have been compromised at a "described premises" due to theft or vandalism;

we will pay the lesser of the cost to:

- (1) Re-key the locks;
- (2) Install new lock cylinders;
- (3) Provide new master keys; or
- (4) Replace existing locks with new locks of like kind and quality.

The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

No Deductible applies to this Additional Coverage.

o. Outdoor Property

You may extend the coverage provided by this coverage form to apply to your:

- (1) Outdoor pedestrian bridges;
- (2) Docks;
- (3) Fences;
- (4) Fire hydrants;
- (5) Radio and television antennas (including satellite dishes);
- (6) Communication towers;
- (7) Signs (other than signs attached to buildings);
- (8) Exterior lighting and light poles (other than lighting attached to buildings) excluding any lighting and poles which also support utility lines;
- (9) Flagpoles;

(10) Traffic control devices:

(11) Sirens, playground equipment, trees, shrubs, and plants (other than "stock" of trees, shrubs or plants), including debris removal expense,

Caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion;

(5) Aircraft; or

(6) Windstorm or hail, but not including frost, cold weather, ice (other than hail), snow or sleet whether driven by wind or not.

The most we will pay for loss, damage and debris removal under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations, but not more than \$15,000 for any one item. However, the most we will pay for loss, damage and debris removal under Additional Coverage for trees, shrubs or plants is a total of \$25,000, but not more than \$1,000 for loss, damage or debris removal for any one item. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

However, if the outdoor property is specifically listed as a "described premises" the value for the outdoor property will be included in the Blanket Building and Personal Property Limit shown on the declaration page. Also, the Causes of Loss – Special Form will apply.

p. Personal Effects

You may extend the coverage provided by this coverage form to apply to personal effects owned by you, your officials, or your employees including volunteer fire fighters and auxiliary police officers.

The most we will pay for loss or damage under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations. No deductible applies to this coverage. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

q. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "described premises" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each "described premises" is the applicable Limit of Coverage shown on the Declarations for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

r. Preservation of Property

If it is necessary to move Covered Property from the "described premises" to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 10 days after the property is first moved.

Coverage provided under this Additional Coverage does not increase the Building and Personal Property Limit(s) of Coverage shown on the Declarations.

s. Property Off-Premises

You may extend the coverage provided by this coverage form to apply to your Covered Property, while it is away from the "described premises", if it is:

- (a) Temporarily at a location you do not own, lease or operate;
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (c) At any fair, trade show or exhibition.

The most we will pay for loss or damage under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the "described premises" or in the open (or in a vehicle) within 1,000 feet of the "described premises".

You may extend the coverage provided by this coverage form as follows:

a. Accounts Receivable

You may extend the coverage provided by this coverage form to apply to:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your Records of Accounts Receivable; that results from Covered Causes of Loss to your records of Accounts Receivable.

The most we will pay at each "described premises" or at the residence of an elected or appointed official under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

b. Architects, Engineers Fees and Loss Adjustment Expenses

You may extend the coverage provided by this coverage form to cover as a direct result of physical loss or damage covered by this policy, any of the following:

- (1) Architects and engineers fees;
- (2) Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters are specifically excluded.

The coverage provided by this Coverage Extension is included in but does not increase the Building and Personal Property Limit(s) of Coverage shown on the Declarations.

c. Builders Risk

You may extend the coverage provided by this coverage form to apply to buildings under construction at the "described premises" caused by or resulting from any Covered Cause of Loss.

- (1) Building under construction means the building or structure while in the course of construction, including:

- (a) Foundations;
- (b) The following property:
 - i. Fixtures and machinery;
 - ii. Equipment used to service the building; and
 - iii. Your building materials and supplies used for construction;

Provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 1,000 feet of its premises:

- (c) If not covered by other coverage or insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.
- (2) Building under construction does not include:
 - (a) Land (including land on which the property is located) or water;
 - (b) The following property when outside of buildings:

- i. Lawns, trees, shrubs or plants;
- ii. Radio or television antennas (including satellite dishes), and their lead-in wiring, masts or towers; or
- iii. Signs (other than signs attached to buildings).

(3) Coverage Extensions

(a) Building Materials and Supplies of Others

- i. You may extend the Builders Risk Extension to apply to building materials and supplies that are:
 - (i) Owned by others;
 - (ii) In your care, custody or control;
 - (iii) Located in or on the building described in the Declarations, or within 1000 feet of its premises; and
 - (iv) Intended to become a permanent part of the building.
- ii. The most we will pay for loss or damage under this Extension is \$5,000 at each "described premises". Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

(b) Sod, Trees, Shrubs and Plants

You may extend the Builders Risk extension to apply to loss or damage to sod, trees, shrubs and plants outside of buildings on the "described premises", if the loss or damage is caused by or resulting from any of the following causes of loss:

- i. Fire;
- ii. Lightning;
- iii. Explosion;
- iv. Riot or Civil Commotion; or
- v. Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

(4) When Coverage Ceases

This extension will end when one of the following first occurs:

- (a) This policy expires or is cancelled;
- (b) The property is accepted by the purchaser;
- (c) Your interest in the property ceases;
- (d) You abandon the construction with no intention to complete it;
- (e) Unless we specify otherwise in writing:
 - i. 90 days after construction is complete; or
 - ii. 60 days after any building described in the Declaration is:
 - (i) Occupied in whole or in part; or
 - (ii) Put to its intended use.

The most we will pay for loss or damage under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

d. Fine Arts

You may extend the coverage provided by this coverage form to apply to Fine Arts that are:

- (1) Your property; or
- (2) The property of others that is in your care, custody or control.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art, glass windows, valuable rugs, statuary, marble, bronze, antique silver, manuscripts, porcelain, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.

The value of Fine Arts will be the market value at the time of loss or damage.

The most we will pay for loss or damage at each "described premises" under this Coverage Extension is the Limit of Coverage shown on the Declarations.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

e. Fire Protective Devices

You may extend the coverage provided by this coverage form to apply to your fire protective devices that are permanently installed in buildings at the "described premises". This Extension applies when such devices have been discharged by accident but not for periodic recharge. The most we will pay to recharge or refill the fire protective devices under this Coverage Extension is the applicable Limit of Coverage shown in the Declarations.

f. Grounds Maintenance Equipment

You may extend the coverage provided by this coverage form to apply to your grounds maintenance equipment, including but not limited to lawnmowers, snowblowers, and other miscellaneous portable grounds maintenance equipment. The most we will pay under this Coverage Extension is the applicable Limit of Coverage shown on Declarations.

g. Inflation Guard

The Limits of Coverage for property to which this Extension applies will automatically increase 6% annually.

The amount of increase will be:

- (1) The Limits of Coverage that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limits of Coverage, times;
- (2) The percentage of the annual increase of 6%, expressed as a decimal (example: 6% is .06), times
- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limits of Coverage divided by 365.

Example:

If:

The applicable Limit of Coverage is \$100,000;

The annual percentage increase is 6%;

The number of days since the beginning of the policy year (or last policy change) is 146;

The amount of increase is $\$100,000 \times .06 \times 146 / 365 = \$2,400$.

h. Newly Acquired or Constructed Property

(1) You may extend the coverage that applies to building to apply to:

- (a) Your new buildings including building materials while being built on the "described premises"; and
- (b) Buildings you acquire at locations, other than the "described premises", intended for:
 - i. Similar use as the building described in the Declarations; or
 - ii. Use as a warehouse.

The most we will pay for loss or damage under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

(2) You may extend the coverage that applies to your personal property to apply to:

- i. Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or

- ii. Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings; or
- iii. Business personal property that you newly acquire, located at the "described premises".

The most we will pay for loss or damage under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

- (3) Coverage under this Extension for each newly acquired or constructed property will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 180 days expire after you acquire or begin to construct the property; or
 - (c) You report values to us.

We may charge you additional premium for values reported from the date construction begins or you acquire the property.

i. Non-owned Detached Trailers

- (1) You may extend the coverage that applies to your Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the "described premises"; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.
- (4) This coverage is excess over the amount due (whether you can collect on it or not) from any other coverage covering such property.

j. Paved Surfaces

You may extend the coverage provided by this coverage form to apply to unscheduled paved surfaces of your outdoor running tracks and basketball, tennis and other outdoor athletic paved surfaces, if specific values for such items have not been reported to us as part of your schedule of properties, locations and values on file with us.

The loss or damage must be caused by a Covered Cause of Loss; however, no coverage is provided for loss or damage caused by freezing and thawing, by vehicles or the settling of the underlying earth or the paved surface itself.

The most we will pay under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

k. Personal Property Temporarily in Portable Storage Units

- (1) You may extend the coverage that applies to your Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 1,000 feet of a "described premises".
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Coverage Extension:
 - (a) Will end 90 days after the personal property has been placed in the storage unit;

- (b) Does not apply if the storage unit itself has been in use at the "described premises" for more than 90 consecutive days, even if the personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Coverage Extension, the most we will pay for the total of all loss or damage to personal property is 50% of the Personal Property Limit of Coverage at the "described premises" regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Coverage on your Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Coverage on your Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this coverage form or any endorsement to this coverage form or policy, and does not apply to loss or damage to the storage unit itself.

l. Property of Municipal Courts

You may extend the coverage provided by this coverage form to apply to Covered Property of a municipal court for which you act as the Legislative Authority per section 1901 of the Ohio Revised Code.

m. Replacement Cost

- (1) Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this coverage form.
- (2) This Extension does not apply to:
 - (a) Property of others;
 - (b) Contents of a residence;
 - (c) Manuscripts;
 - (d) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (e) "Stock", unless the Including "Stock" option is shown in the Declarations.
- (3) You may make a claim for loss or damage covered by this coverage on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- (4) We will not pay on a replacement cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- (5) We will not pay more for loss or damage on a replacement cost basis than the least of:
 - (a) The Limit of Coverage applicable to the lost or damaged property;
 - (b) The cost to replace, on the same premises, the lost or damaged property with other property:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or
 - (c) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (6) The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

n. Spoilage

You may extend the coverage provided by this coverage form to apply to direct physical loss or damage by the Covered Causes of Loss, but only with respect to coverage provided by this extension.

- (1) Paragraph A.1., Covered Property, is replaced by the following:
Covered Property

Covered Property means "perishable stock" at the "described premises" owned by you or by others that is in your care, custody or control.

- (2) With respect to the coverage provided by this extension, property located on buildings or in the open or in vehicles is considered to be Property Not Covered.
- (3) Paragraph A.3., Covered Causes Of Loss, is replaced by the following:

Covered Causes Of Loss

- (a) Breakdown or Contamination, meaning change in temperature or change in humidity or contamination by the refrigerant resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, and only while such equipment or apparatus is at the "described premises" and not covered under the Boiler and Machinery Coverage Endorsement.
- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the "described premises", due to conditions beyond your control.

- (4) Paragraph B., Exclusions and Limitations, is replaced by the following:

Exclusions and Limitations

- (a) Only the following Exclusions contained in Paragraph B.1. of the Causes of Loss Form applicable to this coverage form apply to this extension:
- i. Earth Movement;
 - ii. Governmental Action;
 - iii. Nuclear Hazard;
 - iv. War And Military Action; and
 - v. Water.

- (b) The following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- i. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- ii. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- iii. The inability of an Electrical Utility Company or other power source to provide sufficient power due to:
 - (i) Lack of fuel; or
 - (ii) Governmental order.
- iv. The inability of a power source at the "described premises" to provide sufficient power due to lack of generating capacity to meet demand.
- v. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

- (5) The following is added to the Definitions:

"Perishable stock" means personal property:

- (a) Maintained under controlled conditions for its preservation; and
- (b) Susceptible to loss or damage if the controlled conditions change.

The most we will pay under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

- o. Underground Pipes, or Drains

You may extend the coverage that applies to building to apply to underground pipes, flues or drains that are within 1,000 feet of the "described premises". The most we will pay for loss or damage under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

p. Unnamed Locations

- (1) You may extend coverage that applies to building to apply to your unnamed locations.

The most we will pay for loss or damage under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

- (2) Coverage under this Coverage Extension for each unnamed location will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 30 days after you discover the unnamed location; or
 - (c) You report values to us.

We will charge you additional premium for values reported from the date of discovery or the date you acquired the property.

However, this extension will not apply if:

- (1) You collect any portion of your loss or damage under (g) Newly Acquired or Constructed Property; or
- (2) You fail to report the unnamed location within 30 days after discovery or acquisition.

q. Valuable Papers and Records (Other Than Electronic Data)

You may extend the coverage provided by this coverage form to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

The most we will pay at each "described premises" or at the residence of an elected or appointed official under this Coverage Extension is the applicable Limit of Coverage shown on the Declarations. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Coverage on your Personal Property and therefore coverage of such costs is not additional coverage.

B. EXCLUSIONS AND LIMITATIONS

See applicable Causes of Loss Form as shown in the Declarations.

C. LIMITS OF COVERAGE

- 1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Coverage shown in the Declarations.
- 2. The limits applicable to the Coverage Extensions and Additional Coverages are in addition to the Limits of Coverage unless otherwise specified.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Coverage.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Coverage apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example #1

(This example assumes there is no coinsurance penalty.)

Deductible:	\$ 250
Limit of Coverage – Building #1:	\$ 60,000
Limit of Coverage – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100

Loss to Building #2: \$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Coverage applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

\$ 60,100	
– 250	
<hr/>	
\$ 59,850	Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Coverage of \$80,000.

Total amount of loss payable: \$59,850 + 80,000 = \$139,850

Example #2

(This example, too, assumes there is no coinsurance penalty.)

The Deductible and Limit of Coverage are the same as those in Example No. 1.

Loss to Building #1:	\$	70,000
(Exceeds Limit of Coverage plus Deductible)		
Loss to Building #2:	\$	90,000
(Exceeds Limit of Coverage plus Deductible)		
Loss Payable – Building #1:	\$	60,000
(Limit of Coverage)		
Loss Payable – Building #2:	\$	80,000
(Limit of Coverage)		
Total amount of loss payable:	\$	140,000

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give our administrator prompt notice of the loss or damage. Include a description of the property involved.

- (3) As soon as possible, give our administrator a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Coverage. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give our administrator complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit our administrator to inspect the property proving the loss or damage and examine your books and records.
Also permit our administrator to take samples of damaged and undamaged property for inspection, testing and analysis, and permit our administrator to make copies from your books and records.
- (7) Send our administrator a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with our administrator in the investigation or settlement of the claim.

- b. We may examine any covered member under this coverage agreement under oath, while not in the presence of any other covered member and at such times as may be reasonably required, about any matter relating to this coverage or the claim, including a covered member's books and records. In the event of an examination, a covered member's answers must be signed.

4. Errors and Omissions

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice your right of recovery, but will be reported to us as soon as practicable when discovered.

The most we will pay under this Loss Condition is \$100,000.

5. Loss Payment

- a. In the event of loss or damage covered by this coverage form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this coverage form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part; and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Coverage, the Valuation Condition and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Coverage.

7. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1) (a) and (1) (b) below:

- (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
- (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant when 95% or more of its square footage:
- (i) Is not rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Is not used by building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

- (a) Vandalism,
- (b) Sprinkler leakage, unless you have protected the system against freezing;
- (c) Building glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b. (1) (a) through b. (1) (f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

8. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.
- b. If the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety glazing material if required by law.
- e. Tenant's Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (3) Nothing if others pay for repairs or replacement.
- f. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
- (1) Blank materials for reproducing the records; and
 - (2) Labor to transcribe or copy the records when there is a duplicate.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Property Conditions.

Mortgage Holders and Loss Payees

1. The term mortgage holder includes trustee.
2. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
3. We will pay for covered loss of or damage to Covered Property to each mortgage holder or loss payee with whom you agreed, pursuant to a written contract to provide insurance or coverage such as is afforded under this coverage form in their order of precedence, as interests may appear.
4. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
5. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder or loss payee will still have the right to receive loss payment if the mortgage holder or loss payee:
 - a. Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - b. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder or loss payee.

All of the terms of this Coverage Part will then apply directly to the mortgage holder or loss payee.

6. If we pay the mortgage holder or loss payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- a. The mortgage holder's or loss payee's rights under the mortgage, loan or note will be transferred to us to the extent of the amount we pay; and
- b. The mortgage holder's or loss payee's right to recover the full amount of the mortgage holder's or loss payee's claim will not be impaired.

At our option, we may pay to the mortgage holder or loss payee the whole principal on the mortgage, loan or note plus any accrued interest. In this event, your mortgage, loan or note will be transferred to us and you will pay your remaining mortgage debt to us.

7. If we cancel this policy, we will give written notice to mortgage holders on file with us at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 90 days before the effective date of cancellation if we cancel for any other reason.
8. If we elect not to renew this policy, we will give written notice to the mortgage holder on file with us at least 90 days before the expiration date of this policy.

G. DEFINITIONS

1. "Described Premises" means location(s) listed in your property schedule on file with us at which property coverage is provided for buildings and/or personal property.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Member shown in the Declarations. The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section E. – Definitions.

A. COVERAGE

We will pay for the actual loss of Business Income and Extra Expense you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property, including personal property in the open (or in a vehicle) within 1,000 feet, at the "described premises". The loss or damage must be caused by or result from any Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including all routes within the building to gain access to the "described premises"; and your personal property in the open (or in a vehicle) within 1,000 feet.

1. Business Income

Business Incomes means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred;
- b. Continuing normal operating expenses incurred, including payroll; and
- c. "Rental value".

2. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

- a. We will pay any Extra Expense (other than the expense to repair or replace property) to avoid or minimize the "suspension" of business and to continue "operations":
 - (1) At the "described premises"; or
 - (2) At replacement premises or at temporary locations, including:
 - (a) Relocation expenses; and
 - (b) Costs to equip and operate the replacement or temporary locations.
- b. We will pay any Extra Expense to minimize the "suspension" of business if you cannot continue "operations".
- c. We will pay any Extra Expense to:
 - (1) Repair or replace property; or
 - (2) Research, replace or restore the lost information on damaged valuable papers and records;

But only to the extent it reduces the amount of loss that otherwise would have been payable under this coverage form.

3. Covered Causes of Loss

See applicable Causes of Loss Form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

5. Additional Coverages

a. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the "described premises", we will pay for the actual loss of Business Income you sustain and actual and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the "described premises" provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the "described premises" are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the "described premises" and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the "described premises" and will end:

- (1) Four consecutive weeks after the time of that action; or
 - (2) When your Civil Authority Coverage for Business Income coverage ends;
- whichever is later.

b. Alterations and New Buildings

We will pay for the actual loss of Business Income you sustain and actual and necessary Extra Expense you incur due to direct physical loss or damage at the "described premises" caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the "described premises" and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this coverage form, we will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed or tenantability restored; and
- (2) Ends on the earlier of:
 - (a) The date you could restore your "operations" or tenant occupancy with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage occurred; or
 - (b) 60 consecutive days after the date determined in (1) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the "described premises" are located.

Loss of Business Income must be caused by direct physical loss or damage at the "described premises" caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the coverage that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation - Interruption Of Computer Operations does not apply based on Paragraph A.4.d. therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) Coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" and Collapse as set forth in Special Causes of Loss form.
 - (b) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
 - (c) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$1,000 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of coverage in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of coverage stated in (4) above has not been exhausted.

5. Coverage Extension

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension, for the sum of Business Income and Extra Expense incurred, is \$100,000 at each location.
- c. Coverage under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We may charge you additional premium for values reported from the date you acquire the property.

B. EXCLUSIONS AND LIMITATIONS

See applicable Causes of Loss Form as shown in the Declarations.

C. LIMITS OF COVERAGE

The most we will pay for loss in any one occurrence is the applicable Limit of Coverage shown in the Declarations.

The limit applicable to the Coverage Extension is in addition to the Limit of Coverage.

Payments under the following coverages will not increase the applicable Limit of Coverage:

1. Alterations and New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of coverage stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Coverage shown in the Declarations for any other coverage.

D. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:
 - (1) Notify the police if a law may have been broken.
 - (2) Give our administrator prompt notice of the direct physical loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give our administrator a description of how, when, and where the direct physical loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of

the claim. This will not increase the Limit of Coverage. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) As often as may be reasonably required, permit our administrator to inspect the property proving the loss or damage and examine your books and records.

Also permit our administrator to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send our administrator a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with our administrator in the investigation or settlement of the claim.
- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

- b. We may examine any covered member under oath, while not in the presence of any other covered member and at such times as may be reasonably required, about any matter relating to this coverage or the claim, including a covered member's books and records. In the event of an examination, a covered member's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses.
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
- (a) Your financial records and accounting procedures;
- (b) Bills, invoices and other vouchers; and
- (c) Deeds, liens and contracts.

- b. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
- (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
- (b) Any Extra Expense that is paid for by other insurance or coverage, except for insurance or coverage that is written subject to the same plan, terms, conditions and provisions as this coverage; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

- c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the "described premises" or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- d. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

5. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

E. DEFINITIONS

1. "Described premises" means location(s) listed in your property schedule of this coverage document at which property coverage is provided for buildings and/or contents.

2. "Finished Stock" means stock you have manufactured.

"Finished Stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet covered under this Coverage Part.

3. "Operations" means:

- a. Your business activities occurring at the "described premises"; and
- b. The tenantability of the "described premises".

4. "Period of Restoration" means the period of time that:

- a. Begins immediately after the time of direct physical loss or damage for Business Income or Extra Expense Coverage caused by or resulting from any Covered Cause of Loss at the "described premises"; and

- b. Ends on the earlier of:

- (1) The date when the property at the "described premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any covered member or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

5. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6. "Rental Value" means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the "described premises" as furnished and equipped by you, and

- b. Continuing normal operating expenses incurred in connection with that premises, including:

- (1) Payroll; and
- (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations, and

- c. Fair rental value of any portion of the "described premises" which is occupied by you.

7. "Suspension" means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the "described premises" is rendered untenable.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

LEGAL LIABILITY COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Member shown in the Declarations. The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. – Definition.

A. COVERAGE

We will pay those sums that you become legally obligated to pay as damages because of direct physical loss or damage, including loss of use, to Covered Property caused by accident and arising out of any Covered Cause of Loss. We will have the right and duty to defend any "suit" seeking those damages. However, we have no duty to defend you against a "suit" seeking damages for direct physical loss or damage to which this coverage does not apply. We may investigate and settle any claim or "suit" at our discretion. But the amount we will pay for damages is limited as described in Section C. Limits of Coverage; and our right and duty to defend end when we have used up the Limit of Coverage in the payment of judgments or settlements.

1. Covered Property and Limitations

Covered Property, as used in this coverage form, means tangible property of others in your care, custody or control that is described in the Declarations.

Covered Property does not include electronic data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

2. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

3. Additional Coverage

Supplementary Payments

We will pay, with respect to any claim or any "suit" against you we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Coverage. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against you in the "suit".
- e. Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Coverage, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Coverage.

These payments will not reduce the applicable Limit of Coverage.

4. Coverage Extensions

- a. **Newly Acquired Organizations.** Throughout this coverage form, the words "you" and "your" also include any organization (other than a partnership or joint venture) you newly acquire or form and over which you maintain ownership or majority interest if there is no other similar coverage available to that organization.

This Coverage Extension ends:

- (1) 180 days after you acquire or form the organization; or
 - (2) At the end of the policy period shown in the Declarations;
- whichever is earlier.

This Extension does not apply to direct physical loss or damage that occurred before you acquired or formed the organization.

b. Newly Acquired Property

- (1) You may extend the coverage that applies to Covered Property, as used in this coverage form, to apply to your liability for tangible property of others that comes under your care, custody or control after the beginning of the current policy period. This Extension is subject to the following:

- (a) All terms and Conditions of this coverage form.
- (b) Buildings must be intended for:
 - i. Similar use as the building described in the schedule on file; or
 - ii. Use as a warehouse.

The most we will pay as the result of any one accident for loss or damage to the total of all buildings covered under this Extension is \$250,000 at each building.

- (c) Personal property must be at a location:
 - (i) That you own; or
 - (ii) That is or comes under your care, custody or control; other than at fairs or exhibitions.

The most we will pay as the result of any one accident for loss or damage to personal property covered under this Extension is \$100,000 at each building.

- (2) Coverage under this Extension for each item of property of others will end when any of the following first occurs:
- (a) This policy expires;
 - (b) 30 days expire after the property has come under your care, custody or control; or
 - (c) You report values to us.

We will charge you additional premium for values reported from the date the property comes under your care, custody or control.

This Extension does not apply to direct physical loss or damage that occurred before the property came under your care, custody or control.

B. EXCLUSIONS AND LIMITATIONS

See applicable Causes of Loss Form as shown in the Declarations.

C. LIMITS OF COVERAGE

The most we will pay in damages as the result of any one accident is the applicable Limit of Coverage shown in the Declarations.

Payments under the Additional Coverage and the Newly Acquired Property Coverage Extension are in addition to the Limit of Coverage.

The existence of one or more:

- 1. Additional Entities, or

2. Newly Acquired Organizations,
does not increase the Limit of Coverage.

D. LOSS CONDITIONS

The following conditions apply in addition to the Property Conditions:

1. Duties In The Event Of Accident, Claim Or Suit

- a. You must see to it that our administrator is notified promptly of any accident that may result in a claim. Notice should include:
- (1) How, when and where the accident took place; and
 - (2) The names and addresses of any witnesses.
- Notice of an accident is not notice of a claim.
- b. If a claim is made or "suit" is brought against you, you must see to it that our administrator receives prompt written notice of the claim or "suit".
- c. You must:
- (1) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize our administrator to obtain records and other information;
 - (3) Cooperate with our administrator in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist our administrator, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this coverage may also apply.
- d. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Legal Action Against Us

No person or organization has a right under this coverage form:

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

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

3. Other Insurance or Coverage

You may have other insurance or coverage covering the same loss as the coverage under this coverage form. If you do, we will pay our share of the covered loss. Our share is the proportion that the Limit of Coverage under this coverage form covering such loss bears to the Limit of Coverage of all insurance or coverage covering the loss.

4. Transfer Of Rights Of Recovery Against Others To Us

If you have rights to recover all or part of any payment we have made under this coverage form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Policy Conditions.

1. Amendment Of Property Conditions

None of the Property Conditions apply to this coverage form, except:

- a. Condition A., Concealment, Misrepresentation or Fraud;
- b. Condition C., Coverage Under Two or More Coverages; and

2. Bankruptcy

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this coverage form.

3. Policy Period, Coverage Territory

Under this coverage form:

a. We will pay for loss or damage caused by an accident that occurs:

- (1) During the policy period shown in the Declarations; and
- (2) Within the coverage territory.

b. The coverage territory is:

- (1) The United States of America;
- (2) Puerto Rico; and
- (3) Canada.

4. Separation Of Covered Members

The coverage under this coverage form applies separately to you and each additional member, except with respect to the Limit of Coverage.

F. DEFINITION

"Suit" includes an arbitration proceeding to which you must submit or submit with our consent.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies coverage provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. APPLICATION OF COVERAGE(S)

The Coverage(s) provided by this endorsement applies with respect to an ordinance or law that regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the "described premises", subject to the following:

1. The requirements of the ordinance or law are in force at the time of loss.
2. The requirements of the ordinance or law are in force at the time of loss; or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
3. Coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.
4. Coverage under this endorsement applies only if:
 - a. The building sustains only direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or
 - b. The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

However, there is no coverage under this endorsement if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, even if the building has also sustained covered direct physical damage.

5. If coverage applies under this endorsement based on the terms of Paragraph B.4.b., we will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, and/or C of this endorsement. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Paragraph E. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages A, B and/or C of this endorsement.

6. We will not pay under this endorsement for:
 - a. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - b. The costs associated with the enforcement of or compliance with any ordinance or law which requires any member or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

7. We will not pay under this endorsement for any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.

B. COVERAGE

1. Coverage A - Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.:

Coverage A is included within the Limits of Coverage shown in the Declarations as applicable to the covered Building property. Coverage A does not increase the Limits of Coverage.

2. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

3. Coverage C - Increased Cost of Construction Coverage

- a. With respect to the building that has sustained covered direct physical damage, we will pay for the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.
- b. When a covered building is damaged or destroyed by a Covered Cause of Loss and Coverage C applies to that building in accordance with 3. a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3. a.:
 - (1) The cost of excavations, grading, backfilling and filling;
 - (2) Foundation of the building;
 - (3) Pilings; and
 - (4) Underground pipes, flues and drains.

The items listed in b. (1) through b. (4) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, 3. b.

C. LOSS PAYMENT

1. All following loss payment provisions, C.2. through C.5., are subject to the apportionment procedures set forth in Paragraph A.5. of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the property is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property covered; or
 - (2) The Limit of Coverage shown in the Declarations as applicable to the covered building.

- b. If the property is not repaired or replaced, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Coverage shown in the Declarations as applicable to the covered building.
- 3. Unless paragraph C. 5. applies, loss payment under Coverage B – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

 - a. The amount you actually spend to demolish and clear the site of the "described premises"; or
 - b. The applicable Limit of Coverage shown for Coverage B in the Declarations.
- 4. Unless paragraph C. 5. applies, loss payment under Coverage C – Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage C:
 - (1) Until the building is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit of Coverage shown for Coverage C in the Declarations.
 - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Coverage shown for Coverage C in the Declarations.
- 5. If a Combined Limit of Coverage is shown for Coverages B and C in the declarations, paragraphs C. 3. and C. 4. of this endorsement do not apply with respect to the building that is subject to the Combined Limit of Coverage, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Coverage shown for Coverages B and C in the Declarations. Subject to this Combined Limit of Coverage, the following loss payment provisions apply:

 - a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the "described premises".
 - b. With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
 - c. The terms of this endorsement apply separately to each building to which this endorsement applies.

D. DEFINITIONS

The following Definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

E. Example

Example of proportionate loss payment for Ordinance Or Law Coverage Losses (procedure as set forth in Paragraph A.5.).

Assume:

Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss

The building has a value of \$200,000

Total direct physical damage to building: \$100,000

The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value

Portion of direct physical damage that is covered (caused by wind): \$30,000

Portion of direct physical damage that is not covered (caused by flood): \$70,000

Loss under Ordinance Or Law Coverage C of this endorsement: \$60,000

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 / \$100,000 = .30$$

Step 2: Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage C loss is \$18,000, subject to the applicable Limit of Coverage and any other applicable provisions.

Note: The same procedure applies to losses under Coverages A and B of this endorsement.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Definitions.

A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. Ordinance or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

- b. Earth Movement

- (1) Earthquake, including any tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the "described premises", however caused, if the failure:

- (1) Originates away from the "described premises"; or
- (2) Originates at the "described premises", but only if such failure involves equipment used to supply the utility service to the "described premises" from a source away from the "described premises".

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in paragraph B. 4. a. (1) applies to these coverages.

f. War and Military Action

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings;
- (4) Waterborne material carried or otherwise moved by any of the water referred to in g. (1) or g. (3), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in g. (1) through g. (4), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in g. (1) through g. (4) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. Asbestos

Asbestos including expenses and/or costs arising out of the investigation, testing for, abating, monitoring, clean up, removal, containment, treatment, detoxifying, neutralizing, remediation or disposal of or in any way responding to the effects of asbestos, exposure to asbestos, or any product containing asbestos.

But if asbestos is itself damaged by a Covered Cause of Loss, we will pay for the cleanup or removal of the damaged asbestos within the damaged area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electric, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results we will pay for loss or damage caused by that fire.

b. Delay, loss of use or loss of market.

c. Smoke, vapor or gas from agricultural smudging or industrial operations.

d. (1) Wear and tear;

(2) Rust or other corrosion, "fungus", decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2. d. (1) through (7) results in a "specified causes of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified causes of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in a fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- f. Continuous or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act (including theft) by you, employees (including temporary employees and leased employees), officials, authorized representatives whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the "described premises", we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
 - (b) To collapse caused by one or more of the following:
 - i. The "specified causes of loss";
 - ii. Breakage of building glass;
 - iii. Weight of rain that collects on a roof; or
 - iv. Weight of people or personal property.
 - l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified causes of loss".
- This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.
- m. Neglect of a member to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following, 3. a. through 3. c. But if an excluded cause of loss that is listed in 3. a. through 3. c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in B. Exclusion, paragraph 1. above to produce the loss or damage.

- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 of part or all of any property on or off the "described premises".

4. Special Exclusions

The following provisions apply only to the specified coverage forms or Coverage Extensions

- a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the "described premises", however caused, if the failure occurs outside of a covered building.
But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.
- (2) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".
 This exclusion does not apply to Extra Expense.
- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (4) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (5) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (6) Any other consequential loss.

- b. Leasehold Interest Coverage Form

- (1) Paragraph B. 1. a. Ordinance or Law does not apply to coverage under this coverage form.
- (2) We will not pay for any loss caused by:
 - (a) Your canceling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

- c. Legal Liability Coverage Form

- (1) The following Exclusions do not apply to coverage under this coverage form:

- (a) Paragraph B. 1. a., Ordinance or Law;
 - (b) Paragraph B. 1. c., Governmental Action;
 - (c) Paragraph B. 1. d., Nuclear Hazard;
 - (d) Paragraph B. 1. e., Utility Services; and
 - (e) Paragraph B. 1. f., War and Military Action.
- (2) The following additional exclusions apply to coverage under this coverage form.

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- i. Your assumption of liability was executed prior to the accident; and
- ii. The building is Covered Property under this coverage form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. LIMITATIONS

1. The following limitations apply to all policy forms and endorsements, unless otherwise stated.

We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section:

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace or any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - d. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - e. Property that has been transferred to a person or to a place outside the "described premises" on the basis of unauthorized instructions.
 - f. Foundations caused by freezing and thawing.
 - g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

- a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.
- b. Animals, and then only if they are killed or their destruction is made necessary.
- c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass that is part of a building or structure;
 - (2) Containers of property held for sale; or
 - (3) Photographic or scientific instrument lenses.
- d. Builders' machinery, tools and equipment you own or that are entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 1,000 feet of the "described premises", unless the premises is covered under the Builders Risk Coverage Form; or
 - (2) To Business Income coverage or to Extra Expense coverage.
3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limits of Coverage applicable to the Covered Property.

This limitation, C. 3., does not apply to Business Income coverage or to Extra Expense coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage;
- a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

5. Builders' Risk Coverage Form Limitations

The following provisions apply only to the Builders Risk Coverage Extension.

Limitation 2. d. is replaced by the following:

- a. Builders' machinery, tools and equipment you own or that are entrusted to you.

D. ADDITIONAL COVERAGE - COLLAPSE

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in D. 1. through D. 5. below.

- 1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- 2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is covered under this coverage form or that contains Covered Property covered under this coverage form, if such collapse is caused by one or more of the following:

- a. The "specified causes of loss" or breakage of building glass, to the extent they are covered in this Coverage Part;
 - b. Building decay that is hidden from view, unless the presence of such decay is known to a member prior to collapse;
 - c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to a member prior to collapse;
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
 - e. Weight of people or personal property;
 - f. Weight of rain that collects on a roof;
 - g. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by a cause of loss listed in 2.a. through 2.f.;
3. This Additional Coverage – Collapse does not apply to:
- a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
4. With respect to the following property:
- a. Awnings, gutters and downspouts;
 - b. Yard fixtures;
 - c. Outdoor swimming pools;
 - d. Fences;
 - e. Piers; wharves and docks;
 - f. Beach or diving platforms or appurtenances;
 - g. Retaining walls; and
 - h. Walks, roadways and other paved surfaces;
- If the abrupt collapse is caused by a cause of loss listed in 2. a. through 2.f., we will pay for loss or damage to that property only if:
- a. Such loss or damage is a direct result of the collapse of a building covered under this coverage form; and
 - b. The property is Covered Property under this coverage form.
5. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.f.;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in 4. regardless of whether that kind of property is considered to be personal property or real property.
- The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.
6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse - will not increase the Limits of Coverage provided in this Coverage Part.

8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in D.1. through D.7.

E. ADDITIONAL COVERAGE – UTILITY SERVICES

1. The term Covered Cause of Loss includes the Additional Coverage – Utility Services as described below.

We will pay for the direct or indirect loss or damage to Covered Property or Business Income and/or Extra Expense as provided and limited under the applicable coverage forms for "suspension" of "operations" at the "described premises", caused by the interruption in utility service to that "described premises". The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property of the utility provider away from the "described premises" described in Paragraph 3. Utility Services.

2. This Additional Coverage does not apply to an interruption of utility service due to loss or damage to overhead transmission lines or electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the coverage form to which this extension applies.

3. Utility Services

- a. Water Supply Services, meaning the following types of property supplying water to the "described premises":

- (1) Pumping stations; and
- (2) Water mains.

- b. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the "described premises", such as:

- (1) Communication transmission lines, including optic fiber transmission lines;
- (2) Coaxial cables; and
- (3) Microwave radio relays except satellites.

It does not include overhead transmission lines.

- c. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the "described premises":

- (1) Utility generating plants;
- (2) Switching stations;
- (3) Substations;
- (4) Transformers; and
- (5) Transmission lines.

It does not include overhead transmission lines.

4. The most we will pay under this Additional Coverage is the applicable Limit of Coverage shown on the Declarations. The applicable Limit of Coverage which applies to the coverage provided under this Extension is part of, not in addition to, the Limits of Coverage stated in the Declarations as applicable to the "described premises".

F. ADDITIONAL COVERAGE EXTENSIONS

1. Property In Transit.

This Extension applies only to your personal property to which this form applies.

- a. You may extend the coverage provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the "described premises". Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

- b. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Additional Coverage Extension is the applicable Limit of Coverage shown on the Declarations.

This Coverage Extension is additional coverage.

2. Water Damage, Other Liquids, Powder or Molten Material Damage.

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

This Coverage Extension does not increase the Limit of Coverage.

G. DEFINITIONS

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into manmade underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the "described premises" and contains water or steam; and/or
 - (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the "described premises" and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BOILER AND MACHINERY COVERAGE - COMPREHENSIVE

This endorsement modifies coverage provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM**BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM****LEGAL LIABILITY COVERAGE FORM****LIBRARY MATERIALS COVERAGE FORM**

All terms and conditions contained in the Building and Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Legal Liability Coverage Form and Library Materials Coverage Form apply, except as modified in this form. Words and phrases that appear in quotation marks have special meaning. Refer to Sections G., H., I., J., and K. – Definitions of this Boiler And Machinery Coverage – Comprehensive Form.

A. COVERAGE AGREEMENT

Subject to the following provisions of this coverage, we will pay for direct physical damage to "covered property" caused by or resulting from "breakdown", including resulting Business Income loss or Extra Expense caused by or resulting from the necessary interruption of business, subject to the applicable Limit of Coverage shown in the Declarations.

An "object" must be in use or connected for use at the location specified for it at the time of the "breakdown".

B. LIMIT OF COVERAGE

Our liability for any "breakdown" is limited to the applicable Limit of Coverage shown in the Declarations, or any sublimit of coverage of this coverage form. Any sublimits of coverage are part of and not in addition to any other applicable Limit of Coverage.

C. DEDUCTIBLE

We will pay only when the amount of loss caused by "breakdown" is more than the applicable deductible amount shown in the Declarations in any "one breakdown". We will then pay the amount of loss in excess of the deductible amount up to the applicable Limit of Coverage. If a Deep Well Pump deductible is shown in the Declarations, such deductible applies in the event of a "breakdown" involving a "deep well pump".

D. EXTENSIONS OF COVERAGE

The sub-limits listed below do not increase the Limit of Coverage under this coverage.

1. Expediting Expenses Coverage

We will pay up to a sublimit of \$250,000 for the reasonable additional costs of temporary repair of "covered property" or to expedite the permanent repair or replacement of "covered property", whichever is less. Expenses we will cover include overtime wages and extra costs for rapid means of transportation. We will pay only for expediting expenses caused by "breakdown".

We will not cover expenses for temporary rental of property or temporary replacement of damaged property under this extension of coverage. We will pay only for expediting expenses caused by "breakdown".

2. Hazardous Substances Coverage

We will pay up to a sublimit of \$250,000 for extra expense to clean up, repair, replace or dispose of "covered property" that is damaged, contaminated or polluted by a substance declared by a governmental agency to be hazardous to health. The damage, contamination or pollution must be caused by or result from "breakdown".

As used here, extra expense means the additional expenses incurred over and above the amount that we would have paid had no substance declared by a governmental agency to be hazardous to health been involved with the loss.

3. Ammonia Contamination

We will pay up to a sublimit of \$250,000, including the cost of salvage, if "covered property" is contaminated by ammonia as a result of "breakdown".

4. Water Damage Coverage

We will pay up to a sublimit of \$250,000, including the cost of salvage, for loss to "covered property" caused by water, if such damage results from "breakdown".

5. Consequential Damage Coverage

We will pay up to a sublimit of \$250,000, for loss of perishable goods caused by or resulting from the lack of power, light, heat, steam or refrigeration caused solely by "breakdown".

6. Utility Services Interruption

a. We will pay up to a sublimit of \$250,000, for your business income loss and extra expense resulting from the necessary interruption of business caused by or resulting from the interruption of steam, gas, water, electricity or refrigeration service to covered locations.

b. We will pay only if the interruption results from or is caused by "breakdown" to utility property that is:

- (1) Owned by a company that has contracted to supply steam, gas, water, electricity or refrigeration to the covered location; and
- (2) Directly used to supply those services to the covered location.

7. Ordinance or Law Coverage

If there is an ordinance or law in effect that at the time of a "breakdown" that regulates zoning, land use or construction of "covered property" and if that ordinance or law increases the cost of repair or replacement of the damaged "covered property", we will pay the increased cost for the following coverages provided by Ordinance or Law Coverage:

Coverage A - Loss to the Undamaged Portion of the Building

Coverage B - Demolition Cost Coverage

Coverage C - Increased Cost of Construction Coverage

However, the most we will pay for Coverage B and Coverage C combined is a sub limit of \$250,000.

E. ADDITIONAL CONDITION

Suspension

If we discover a dangerous condition relating to any "object", we may immediately suspend the coverage for such "object" provided by this coverage form by mailing or delivering a written notice to you either at your address or at the location of the "object". Suspended coverage may be reinstated by us, but only by an endorsement issued as part of this policy. You will be credited pro rata for the unearned portion of the premium paid for the suspended coverage for the period of suspension. The suspension will be effective even if we have not yet made or offered a refund.

F. EXCLUSIONS

We will not pay for loss or damage or "breakdown" caused directly or indirectly by any of the following. Such loss or damage or "breakdown" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

1. Earth movement, including but not limited to earthquake, landslide, mudslide, subsidence or volcanic eruption;
2. Nuclear reaction or radiation, or radioactive contamination;
3. War, including undeclared war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
4. Lack of power, light, heat, steam or refrigeration, except as provided under Consequential Damage Coverage contained in this coverage form;
5. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not, but if loss or damage caused by or resulting from "breakdown" ensues, we will pay for such ensuing loss;

6. Errors or omissions in the development of, programming of, or instructions to any electronic computer, "electronic data" processing equipment or machine; or "electronic data" which is faulty, inadequate or defective for the use intended at the time of loss or damage;
7. "Malicious programming";
8. Explosion, including explosion of gas or unconsumed fuel. However, we will pay for direct loss or damage caused by an explosion of an "object" of a kind specified in a. through g. below:
 - a. Steam boiler;
 - b. Electric steam generator;
 - c. Steam piping;
 - d. Steam turbine;
 - e. Steam engine;
 - f. Gas turbine; or
 - g. Moving or rotation machinery caused by centrifugal force or mechanical breakdown;
9. Testing;
10. Fire or lightning;
11. Water or other means to extinguish a fire, even when the attempt is unsuccessful;
12. Aircraft or vehicles;
13. Sinkhole collapse;
14. Smoke;
15. Sprinkler leakage;
16. Weight of snow, ice or sleet;
17. Windstorm or hail;
18. Freezing caused by cold weather;
19. Prohibition of access to your premises by a civil authority;
20. Riot or civil commotion; or
21. Molten materials.

G. Object Definition

Section A

1. "Object" means any:
 - a. Boiler, fired vessel, unfired vessel normally subject to vacuum or internal pressure, other than the weight of its contents, refrigerating and air conditioning vessels, and any metal piping and its accessory equipment;
 - b. Mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.
2. "Object" does not mean any:
 - a. Part of a boiler, fired vessel or electric steam generator that does not contain steam or water;
 - b. Insulating or refractory material;
 - c. Non-metallic "object";
 - d. Catalyst;
 - e. Buried or underground vessel or piping;
 - f. Buried or underground power transmission;
 - g. Sewer piping;
 - h. Piping forming part of sprinkler system or water piping other than:

- (1) Feedwater piping between any steam boiler and its feed pumps or injectors;
 - (2) Steam boiler condensate return piping; and
 - (3) Water piping interconnecting vessels forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating;
- i. Part of an unfired vessel that is not under:
 - (1) Pressure of the contents of the vessel; or
 - (2) Internal vacuum;
 - j. Oven, stove, furnace, incinerator, pot or kiln;
 - k. Structure, foundation, cabinet or compartment containing the "object";
 - l. Power shovel, drag line, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well casing;
 - m. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment;
 - n. Electronic computer or "electronic data" processing equipment unless used solely to control or operate one or more "object"(s);
 - o. Machine or apparatus used for research, medical, diagnostic, surgical, dental or pathological purposes;
 - p. Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any tool subject to frequent, periodic replacement; or
 - q. "Object" manufactured by you for sale.
3. For any boiler or fired vessel, the furnace of the "object" and the gas passages from there to the atmosphere will be considered as outside the "object".
 4. When a vessel uses a heat transfer medium other than water or steam, we will consider the medium or its vapor as substitutes for the words: water or steam.
 5. We will consider that the 'connected ready for use' requirement of this coverage form has been met by any "object" if the "object" is:
 - a. Periodically filled, moved, emptied and refilled in the course of its normal service; and
 - b. Used for the storage of gas or liquid.
 6. For any gas turbine, "breakdown" does not include the cracking of any part of the "object" exposed to the products of combustion.
 7. We will not pay for loss or damage to any catalyst.

Section B

"Object" means any "object" owned by a Public Utility as defined in Section A. paragraphs 1. and 2. in this coverage form, used solely to supply utility services to your premises, whether or not located at your premises.

Under the Limit of Coverage section, the following is added:

For any "object" owned by a Public Utility and covered under this coverage form, the Limit of Coverage will be \$1.00 and not as shown in the Declarations.

H. Breakdown Definition

"Breakdown" means a sudden and accidental breakdown of the "object" or a part of the "object". At the time the breakdown occurs, it must manifest itself by physical damage to the "object" that necessitates repair or replacement.

"Breakdown" does not mean:

1. Depletion, deterioration, corrosion or erosion;
2. Wear and tear;
3. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

4. Breakdown of any vacuum tube, gas tube, or brush;
5. Breakdown of any electronic computer or "electronic data" processing equipment;
6. Breakdown of any structure or foundation supporting the "object" or any of its parts; or
7. The functioning of any safety or protective device.

Turbine units may have a separate definition of "breakdown." If so, refer to the Schedule for the appropriate "breakdown" definition.

If a strike, riot, civil commotion, act of sabotage or vandalism results in "breakdown", this coverage form applies. However, the War and Military Exclusion and the conditions of this policy still apply.

I. One Breakdown Definition

If an initial "breakdown" causes other "breakdowns", all will be considered "one breakdown". All "breakdowns" at any one location that manifest themselves at the same time and are the result of the same cause will be considered "one breakdown".

J. Covered Property Definition

"Covered property" means the property covered within the forms shown above.

K. Deep Well Pump Definition

"Deep well pump" means an "object" consisting of a well pump unit 100 feet or more below the lowest floor; or 100 feet or more below the surface of the ground, if there is no basement.

L. Electronic Data Definition

"Electronic data" means software, data or other information that is in electronic form.

M. Malicious Programming Definition

"Malicious programming" means an illegal or malicious entry into "electronic data" or a "system" which results in functions that:

1. Distort;
2. Corrupt;
3. Manipulate;
4. Copy;
5. Delete;
6. Destroy;
7. Slow down; or
8. Prevent the use of,

Such "electronic data" or "system".

"Malicious programming" does not mean direct physical damage to "electronic data" processing property.

N. System Definition

"System" means a computer and all input, output, processing, storage, off-line media library, and communication facilities which are connected to such computer, provided such computer and facilities are:

1. Owned and operated by you;
2. Leased and operated by you; or
3. Utilized by you pursuant to a written contract.

Named Member: City of Delphos	Policy Number: 10002588PKG0HP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT

This endorsement modifies coverage provided under the following:

- PROPERTY COVERAGE PART
- COMPUTER COVERAGE FORM
- LIBRARY MATERIALS COVERAGE FORM
- SCHEDULED FINE ARTS COVERAGE FORM

SCHEDULE

DESCRIBED PREMISES	COVERAGE	BLANKET LIMIT OF COVERAGE	DEDUCTIBLE
All	Building <input checked="" type="checkbox"/>	See Declarations	See Declarations
	Personal Property <input checked="" type="checkbox"/>		
	Business Income and Extra Expense <input checked="" type="checkbox"/>		
	Computer Coverage <input checked="" type="checkbox"/>		
	Library Materials Coverage <input type="checkbox"/>		
	Scheduled Fine Arts Coverage <input type="checkbox"/>		

A. This endorsement applies to the "described premises" and Coverages for which an "X" is shown in the Schedule above.

B. ADDITIONAL COVERED CAUSES OF LOSS

The following are added to the Covered Causes of Loss:

1. Earthquake;
2. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
3. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

Under the Earth Movement exclusion contained in the section B. Exclusion of the Causes of Loss - Special Form, the exclusion of earthquake, mine subsidence and volcanic eruption, explosion or effusion do not apply to the coverage specifically provided under this endorsement. However, the remainder of the Earth Movement exclusion and all other exclusions and limitations in this policy continue to apply.

C. EXCLUSIONS, LIMITATIONS AND RELATED PROVISIONS

1. The Exclusions and Limitation(s) sections of the Causes of Loss Form apply to coverage provided under this endorsement, except as provided in C. 3. and C. 4. below.

2. The Exclusions section of the Computer Coverage Form applies to coverage provided under this endorsement, except as provided in C. 3. below.
3. To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply.
4. The exclusion of collapse, in the Causes of Loss-Special Form does not apply to collapse caused by Earthquake or Volcanic Eruption.
5. The Additional Coverage – Collapse, in the Causes of Loss – Special Form does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.
6. We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.
7. We will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this coverage.
8. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
9. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

D. LIMIT OF COVERAGE

1. General Information
 - a. The term Blanket Limit of Coverage means the limit applicable to Earthquake – Volcanic Eruption for the "described premises" or Coverage under which loss or damage is sustained.
 - b. The Schedule above provides information on the Blanket Limit of Coverage applicable to "described premises" and Coverages for Earthquake – Volcanic Eruption.
 - c. The Blanket Limit of Coverage applies to all "described premises" listed on this endorsement. If a separate Blanket Limit of Coverage applies at other "described premises", then a separate page(s) of the Schedule will be used to enter the Blanket Limit of Coverage for such "described premises".
 - d. The Blanket Limit of Coverage does not apply separately to the "described premises" or Coverages listed. The Blanket Limit of Coverage is the most we will pay for all loss or damage to the indicated Coverages at the "described premises" listed, subject to all other applicable provisions of the Limit of Coverage section in the Earthquake And Volcanic Eruption Endorsement.

2. Annual Aggregate Limit

The Blanket Limit of Coverage for Earthquake – Volcanic Eruption is an annual aggregate limit and as such is the most we will pay for the total of all loss or damage that is caused by Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one Earthquake or Volcanic Eruption during that period of time. Thus, if the first Earthquake or Volcanic Eruption does not exhaust the Blanket Limit of Coverage, then the balance of that limit is available for a subsequent Earthquake(s) or Volcanic Eruption(s).

If a single Earthquake or Volcanic Eruption (as defined in Section B. of this endorsement) begins during one annual policy period and ends during the following annual policy period, any Blanket Limit of Coverage applicable to the following annual policy period will not apply to such Earthquake or Volcanic Eruption.

3. Additional Coverages And Coverage Extensions

Amounts payable under an Additional Coverage or Coverage Extension, as set forth in the applicable Coverage Forms, do not increase the Blanket Limit of Coverage for Earthquake – Volcanic Eruption. The Blanket Limit of Coverage for Earthquake – Volcanic Eruption will not increase the amounts payable under an Additional Coverage or Coverage Extension in the applicable Coverage Forms.

4. Limitation

For "described premises" or coverage that is subject to a Blanket Limit of Coverage for Earthquake – Volcanic Eruption (as shown in the Schedule above), we will not pay more than we would pay in the

absence of such Blanket Limit of Coverage. Therefore, the maximum amount payable for any such item of property or coverage is the Blanket Limit of Coverage or stated value (as shown in the Property, Computer or Library Materials schedule on file with us) specific to that item of property or coverage for Covered Causes of Loss other than Earthquake – Volcanic Eruption.

5. Ensuing Loss

If a Cause of Loss (such as fire) is covered by means of an exception to the Earth Movement Exclusion, we will also pay for the loss or damage caused by that other Covered Cause of Loss. But the most we will pay, for the total of all loss or damage caused by the Earthquake, Volcanic Eruption and other Covered Cause of Loss, is the Limit of Coverage applicable to such other Covered Cause of Loss. We will not pay the sum of the two Limits.

EXAMPLES – ENSUING LOSS

Two examples follow, using these facts: The Property Coverage Part, in these examples, includes the Causes of Loss – Special Form (which covers fire) and this Earthquake – Volcanic Eruption Endorsement. A building is damaged by Earthquake, and by Fire which is caused by the Earthquake. The value of the damaged building is \$1,000,000. The Limit of Coverage applicable to the building, for the Special Causes of Loss, is \$800,000. The Blanket Limit of Coverage for Earthquake – Volcanic Eruption is \$400,000. The Earthquake Deductible amount is \$50,000.

Example #1

The damage due to Earthquake is \$500,000.

The damage due to Fire is \$500,000.

Payment for Earthquake damage is \$400,000 (\$500,000 damage minus \$50,000 Earthquake deductible = \$450,000; Limit is \$400,000)

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Special Limit and the Earthquake Limit)

Total Loss Payment is \$800,000.

Example #2

The damage due to Earthquake is \$800,000.

The damage due to Fire is \$100,000.

Payment for Earthquake damage is \$400,000 (\$800,000 damage minus \$50,000 Earthquake deductible = \$750,000; Limit is \$400,000)

Payment for Fire damage is \$100,000 (amount of damage)

Total Loss Payment is \$500,000.

E. PROPERTY DAMAGE DEDUCTIBLE

1. The provisions of Section E. 2. of this endorsement are applicable to all Coverage Forms except: Business Income (And Extra Expense) Coverage Form.
2. The Deductible, if any, in this Coverage Part is replaced by the following with respect to Earthquake and Volcanic Eruption:
 - a. The Deductible applies to each Earthquake or Volcanic Eruption.
 - b. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Blanket Limit of Coverage.
 - c. If there is loss or damage caused by Earthquake or Volcanic Eruption, and loss or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to the Earth Movement Exclusion, then the only applicable Deductible provisions are those stated in this endorsement.

F. EXAMPLE – APPLICATION OF DEDUCTIBLE IN E. 2. b. AND E. 2. c. – FOR SPECIFIC OR BLANKET COVERAGE OTHER THAN BUILDERS RISK

The values, as shown in the most recent Statement of Values or application on file with us, are:

Building #1 \$500,000

Building #2 \$500,000

Business Personal Property at Building #1 \$250,000

Business Personal Property at Building #2 \$250,000

For this example, assume that the amounts of loss do not exceed the applicable Limit of Coverage (for specific coverage). Also assume that the total amount of loss does not exceed the applicable Blanket Limit of Coverage (for blanket coverage).

Building #1 and Business Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Business Personal Property).

The Deductible is \$25,000

Building

Step (1): $\$95,000 - \$25,000 = \$70,000$

Business Personal Property

The loss, \$5,000, does not exceed the deductible.

The most we will pay is \$70,000. The remainder of the building loss, \$25,000, is not covered due to application of the Deductible. There is no loss payment for the business personal property.

G. BUSINESS INCOME AND EXTRA EXPENSE PERIOD OF RESTORATION

This Section, G., is applicable only to the Coverage Forms or Coverage Extensions specified below:

1. Business Income (And Extra Expense) Coverage Form;
2. Computer Coverage Form – Coverage Extensions
 - a. Business Income; and
 - b. Extra Expense

The "period of restoration" definition stated in the Coverage Form, or in any endorsement amending the beginning of the "period of restoration", applies to each Earthquake or Volcanic Eruption. A single Earthquake or Volcanic Eruption is defined in Section B. of this endorsement.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

COMMON INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give our administrator prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give our administrator a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Coverage. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit our administrator to inspect the property proving the loss or damage and examine your books and records.

Also permit our administrator to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. Our administrator may examine any member under oath, while not in the presence of any other member and at such times as may be reasonably required, about any matter relating to this coverage or the claim, including a member's books and records. In the event of an examination, a member's answers must be signed.
8. Send our administrator a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance Or Coverage

1. You may have other insurance or coverage subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Coverage under this Coverage Part bears to the Limits of Coverage of all insurance or coverage covering on the same basis.
2. If there is other insurance or coverage covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance or coverage, whether you can collect on it or not. But we will not pay more than the applicable Limit of Coverage.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Coverage.

I. Reinstatement Of Limit After Loss

The Limits of Coverage will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone covered by this coverage; or

- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your coverage.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this coverage.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this coverage.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

SPECIAL PROPERTY COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Member shown in the Declarations.

The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G - Definitions.

A. COVERAGE

We will pay for direct physical "loss" of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property, as used in this coverage form, means any property or equipment as scheduled and filed with us, which is:

- a. Your property; and
- b. Similar property of others for which you may be liable.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities.
- b. Automobiles, motor trucks, tractors or other vehicles designed and principally used for highway transportation;
- c. Aircraft;
- d. Property while airborne;
- e. Property while located underground;
- f. Contraband or property in the course of illegal transportation or trade;
- g. Land or water;
- h. Transmission and delivery poles, wires, attached transformers and accessories; or
- i. Traffic control devices, street signs, fire hydrants and light poles unless listed on the schedule of Special Property on file with us.

3. Covered Causes of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of "loss" listed in the Exclusions.

4. Coverage Extensions

a. Debris Removal

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss" or damage.

The most we will pay under this Coverage Extension is 25% of:

- (1) The amount we pay for the direct physical "loss" of or damage to Covered Property; plus
- (2) The deductible applicable to that "loss" or damage.

This Coverage Extension does not apply to costs to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore or replace polluted land or water.

b. Newly Acquired Equipment

If during the policy period you acquire (purchase, lease, rent, borrow from others) equipment of a type already covered by this form, we will cover such equipment but not beyond the anniversary expiration or policy expiration whichever occurs first.

The most we will pay in a "loss" for any one item is \$100,000;

You will report such equipment to us within 60 days from the date acquired and will pay any additional premium due.

c. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water, if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This coverage extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this coverage extension is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

d. Property Of Municipal Courts

You may extend the coverage provided by this coverage form to apply to Covered Property of a municipal court for which you act as the Legislative Authority per section 1901 of the Ohio Revised Code which is scheduled and on file with us.

e. Rental Expense Reimbursement

We will reimburse your rental expenses should a covered "loss" to equipment you own make it necessary to rent replacement equipment to continue your normal operations of the work in progress. We will reimburse these rental expenses provided you do not have equivalent idle equipment you can use and you restore or replace the lost or damaged equipment as soon as possible.

Our reimbursement is limited to rental expenses incurred during the period of time beginning seventy-two (72) hours after the "loss" has occurred and continuing until the equipment has been restored, replaced, or is no longer needed, whichever occurs first. The period of reimbursement will not be limited by the policy expiration date.

The most we will pay is up to \$1,000 per day. However, the maximum limit shall be \$25,000 for expenses during any one coverage period for one or more items of equipment. As a condition of receiving this reimbursement, you must make reasonable efforts to repair or replace the lost or damaged property as soon as possible. We will not apply any deductible to this coverage.

f. Special Property – Unscheduled

You may extend the coverage provided by this coverage form to apply to Covered Property that is not specifically scheduled and filed with us.

The most we will pay for this extension is the Limit of Coverage shown on the Declarations, subject to a \$15,000 sublimit per item.

B. EXCLUSIONS

1. We will not pay for "loss" of or damage to Covered Property caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority:

- (1) Taken at the time of a fire to prevent its spread, if the fire would be covered under this coverage form: or
- (2) That is a direct result of a Covered Cause of Loss.
- b. Nuclear Hazard
 - (1) Any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.
- c. War and Military Action
 - (1) War, including undeclared or civil;
 - (2) 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
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" of or damage to equipment caused by or resulting from any of the following:
 - a. Delay, "loss" of use, "loss" of market or any other consequential "loss".
 - b. Dishonest acts by:
 - (1) You, your employees, public officials or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (3) Anyone else to whom the equipment is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.
 - c. Unexplained disappearance
 - d. Shortage found upon taking inventory
 - e. The lifting of a load that exceeds the manufacturer's load chart specifications, or by any operation that stressed the machine beyond the manufacturer's suggested operational limitations.
 - f. Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property. But we will pay for direct "loss" of or damage caused by resulting fire or explosion.
 - g. Mechanical breakdown or failure caused by operation, demonstration or repairs.
 - h. Actual work upon the Covered Property including while being repaired or serviced. But we will pay for direct "loss" caused by resulting fire or explosion if these causes of "loss" would be covered under this coverage form.
 - i. Marring, scratching, breakage, chipping or denting. But we will pay for direct "loss" caused directly by fire, lightning, explosion, windstorm or hail, earthquake, flood, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, falling objects, collapse of building, theft or attempted theft.
- 3. We will not pay for "loss" of or damage to equipment caused by or resulting from any of the following. But if "loss" or damage by a Covered Cause of Loss results, we will pay for that resulting "loss".
 - a. Wear and tear, gradual deterioration, corrosion, rust, dryness or dampness of atmosphere, extremes or changes of temperature including freezing, insects or vermin;
 - b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect.

C. LIMITS OF COVERAGE

- 1. The most we will pay for "loss" or damage in any one occurrence is the applicable Special Property - Scheduled Limit of Coverage shown in the Declarations.

2. The limits applicable to the Coverage Extensions are in addition to the Limits of Coverage unless otherwise specified.

D. DEDUCTIBLE

We will not pay for "loss" or damage in any one occurrence until the amount of "loss" or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of "loss" or damage in excess of the Deductible, up to the applicable Limits of Coverage.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Common Inland Marine Conditions.

1. Coverage Territory

The Coverage Territory is:

- a. The United States of America (including its territories and possessions);
- b. Puerto Rico; and
- c. Canada

2. Impairment of Recovery Rights

If by any act or agreement after a "loss" you impair our right to recover from others liable for the "loss", we will not pay you for that "loss".

3. Loss Payee

- a. We will pay for covered "loss" of or damage to Covered Property to each loss payee with whom you agreed, pursuant to a written contract to provide insurance or coverage such as is afforded under this coverage form in their order of precedence, as interests may appear.
- b. If we deny your claim because of your acts or because you have failed to comply with the terms of this coverage form, the loss payee will still have the right to receive "loss" payment if the loss payee:
 - (1) Pays any premium due under this coverage form at our request if you have failed to do so;
 - (2) Submits a signed, sworn statement of "loss" within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership or substantial change in risk known to the loss payee.

All of the terms of this Coverage Part will then apply directly to the loss payee.

- c. If we pay the loss payee for any "loss" or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this coverage form:
 - (1) The loss payee's rights under the contract, loan or note will be transferred to us to the extent of the amount we pay; and
 - (2) The loss payee's right to recover the full amount of the loss payee's claim will not be impaired.

At our option, we may pay to the loss payee the whole principal on a contract, loan or note plus any accrued interest. In this event, your contract, loan or note will be transferred to us and you will pay your remaining debt to us.

F. REVISED CONDITIONS

General Condition F. Valuation contained in the Common Inland Marine Conditions is replaced by the following:

1. We will not pay more for "loss" or damage on a replacement cost basis than the least of:
 - a. The Limits of Coverage applicable to the lost or damaged Covered Property;
 - b. The cost to replace the lost or damaged Covered Property with other Covered Property:
 - (1) Of comparable material and quality; and
 - (2) Used for the same purpose; or

- c. The amount you actually spend that is necessary to repair or replace the lost or damaged Covered Property.
2. We will not pay on a replacement cost basis for any "loss" or damage:
 - a. Until the lost or damaged Covered Property is actually repaired or replaced; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the "loss" or damage.
3. If you choose not to repair or replace the Covered Property, you may make a claim for "loss" or damage covered by this coverage on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have "loss" or damage settled on an actual cash value basis, you may still make a claim for the replacement cost, if you notify us of your intent to do so within 180 days after the "loss" or damage and you repair or replace the Covered Property.

This exception to the Common Inland Marine Conditions does not apply to the following property:

1. Personal Property of others;
2. Contents of a residence;
3. Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac;
4. Stock
5. Tenants' improvements and betterments.

G. DEFINITIONS

1. "Loss" means accidental loss or damage.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

COMPUTER COVERAGE FORM

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

Throughout this coverage form, the words "you" and "your" refer to the Named Member shown in the Declarations. The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss, while such property is at your "described premises".

1. Covered Property, as used in this coverage form, means:

a. Computer Equipment

Computer equipment means:

- (1) Your programmable electronic equipment used to store, retrieve and process data, such as but not limited to: desktop computers, servers, laptops, notebooks, netbooks, and tablet personal computers including cellular telephones and other devices capable of performing the same functions, including electronic mail, audio and video communication, by using operating system software, application software and Internet access.
- (2) "Component and peripheral equipment";
- (3) Programmable electronic equipment used to maintain or service "building site service equipment";
- (4) But it does not include media or data.

b. Media

Media means electronic data processing, recording or storage media such as hard, floppy, CD, DVD, HD-DVD, and Blue-ray discs, drives, tapes, internal and external magnetic or optical data storage devices, cells, data processing devices or any other repositories of computer software or data which are used with electronically controlled equipment.

c. Data

Data means "electronic data" that is stored on media;

d. Property of Others

Property of others as defined in a. or b. above which is owned by others but is in your care, custody or control. However, coverage applies only to the extent of your legal liability for direct physical loss or damage to such property caused by a Covered Cause of Loss;

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, notes or securities or other evidences of debt, and currency, unless converted to data and then only in that form;
- b. Valuable papers, abstracts, records, deeds, manuscripts, other documents and program documentation, unless converted to data and then only in that form;
- c. Computerized production equipment and related software including but not limited to CAD, CAM, or CNC machines; however, this exclusion does not apply to your water and waste water treatment facilities;
- d. Contraband or property in the course of illegal transportation or trade;
- e. Media and data, if such property cannot be repaired, replaced, or reproduced;

- f. Property loaned, rented, hired or leased to others by you while away from your "described premises";
- g. Property for held for sale or lease;
- h. Property owned by others upon which you are performing work or repairing;
- i. Source documents, other than instructional or operating manuals purchased with hardware or computer programs;
- j. Worksheets and printouts, except those on media and then only in that form.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except those causes of loss listed in Section B. Exclusions.

4. Additional Coverages

a. Business Income

(1) We will pay for the actual loss of "business income" you sustain due to the necessary "suspension" of your "operations" during a "period of restoration". The "suspension" must be caused by direct physical loss or damage to Covered Property and the loss or damage must be caused by or result from a Covered Cause of Loss. This coverage applies only after any other valid and collectible "business income" or business interruption coverage has been exhausted. This other available coverage may be applicable either in whole, or in part, to the loss covered by this Additional Coverage.

(2) We will only pay you for loss of "business income" that is sustained after the waiting period designated in the declarations. The waiting period begins when your computer system operations are first suspended due to a Covered Cause of Loss.

(3) Loss Determination

(a) The amount of "business income" loss will be determined based on:

- i. The Net Income of the business before the direct physical loss or damage occurred;
- ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- iii. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- iv. Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

(b) Resumption of Operations

- i. We will reduce the amount of your "business income" loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property at your "described premises" or elsewhere.
- ii. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(c) Loss Payment

- i. We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Additional Coverage and:
- ii. We have reached agreement with you on the amount of loss; or
- iii. An appraisal award has been made.

(d) Special Exclusion

We will not pay any increase of loss caused by or resulting from:

- i. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
- ii. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "business income" during the "period of restoration".
- iii. Any other consequential loss.

The most we will pay under this Additional Coverage in any one occurrence is stated in Section C. Limits of Coverage.

b. Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in paragraphs 1. through 3.

- (1) For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property under this coverage form, if such collapse is caused by one or more of the following:
 - (a) Building decay that is hidden from view, unless the presence of such decay is known to a member prior to collapse;
 - (b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to a member prior to collapse;
 - (c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
 - (d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - i. A cause of loss listed in paragraph 2.(a) or 2.(b);
 - ii. One or more of the following causes of loss: Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as covered against in this coverage form;
 - iii. Weight of people or personal property; or
 - iv. Weight of rain that collects on a roof.
- (3) This Additional Coverage – Collapse will not increase the Limits of Coverage provided in this coverage form.

c. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:
 - (a) The date of direct physical loss or damage; or
 - (b) The end of the policy period.
- (2) The most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss or damage; plus
 - (b) The deductible in this policy applicable to that loss or damage.

But the amount we pay for the direct physical loss or damage and debris removal expenses combined will not be more than the Limits of Coverage applying to the Covered Property where the loss or damage occurs.

(3) This Additional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

d. Duplicates in Storage

We will pay for direct physical loss or damage, caused by a Covered Cause of Loss, to duplicate or backup media and data, while stored at locations other than your computer operations locations. The most we will pay for such loss or damage is the lesser of:

- (1) The actual cost to replace the duplicate or backup media and data; or
- (2) \$10,000.

e. Extra Expense

(1) We will pay the actual and necessary "extra expense" you sustain due to direct physical loss of or damage to Covered Property. The loss or damage must be caused by or result from a Covered Cause of Loss to:

- (a) Covered Property that is situated at your "described premises", a newly acquired location, a temporary location or in transit;
- (b) The building in which the Covered Property is located, provided the building is damaged to an extent which prevents access to the Covered Property;
- (c) The air conditioning system that specifically services the Covered Property;
- (d) The electrical system that specifically services your computer system provided the damage to the system occurs inside or within 1,000 feet of the building containing the Covered Property.

(2) We will only pay you for loss of "extra expense" that is sustained after the waiting period designated in the declarations. The waiting period begins when your computer system operations are first suspended due to a Covered Cause of Loss.

(3) Loss Determination

(a) The amount of "extra expense" will be determined based on:

- i. All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (i) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (ii) Any "extra expense" that is paid for by other insurance or coverage, except for insurance or coverage that is written subject to the same plan, terms, conditions and provisions as this coverage; and
- ii. Necessary expenses that reduce the "extra expense" otherwise incurred.

(b) We will reduce the amount of your "extra expense" loss to the extent you can return "operations" to normal and discontinue such "extra expense".

(c) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(4) Loss Payment

We will pay for any loss within 30 days after we receive the proof of loss, if you have complied with all of the terms of this Coverage Part and:

- (a) We reach agreement with you on the amount of loss; or
- (b) An appraisal award has been made.

(5) Special Exclusion

We will not pay:

- (a) Any "extra expense" caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (b) Any other consequential loss.

The most we will pay under this Additional Coverage in any one occurrence is stated in Section C. Limits of Coverage.

f. Fire Protection System Recharge Expense

We will pay your expense to recharge or re-fill the fire protection system that protects Covered Property at your "described premises" in the event of any discharge. The most we will pay under this Additional Coverage is \$10,000.

g. Property In Transit And Away From Your Premises

We will pay for loss or damage to Covered Property, caused by a Covered Cause of Loss, while such property is:

- (1) In Transit; or
- (2) Located at any premises other than your "described premises".

The most we will pay under this Additional Coverage for such loss or damage in any one occurrence is stated in Section C. Limits of Coverage.

h. Utility Services

We will pay for direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss to public utility facilities, switching stations, substations, transformers or other similar structures, excluding overhead transmission lines, used to deliver utility services, including telephone or cable services, to the site where Covered Property is located.

The most we will pay for such loss or damage in any one occurrence is the lesser of the Computer Equipment Limit or \$25,000.

5. Coverage Extensions

a. Computer Virus

Covered Causes of Loss is extended to include direct physical loss or damage caused by "computer virus".

We will pay:

- (1) The cost to replace or restore "electronic data" which has been destroyed or corrupted by "computer virus";
- (2) Extract "computer virus" from Covered Property; and
- (3) "Business income" and/or "extra expense", subject to the provisions of A. Coverage, 4. Additional Coverages, a. Business Income and e. Extra Expense, resulting from a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" by "computer virus", introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

"Computer virus" does not apply to loss sustained after the end of the "period of restoration" even if the amount of the coverage applicable in paragraph a. above has not been exhausted.

The most we will pay under this Coverage Extension for any one occurrence and in the aggregate for loss or damage caused or in any way contributed to by "computer virus" is stated in section C. Limits of Coverage.

This amount is the most we will pay for all loss or damage caused by "computer virus" including "business income" and "extra expense" or any other amounts payable under this Coverage Extension in any one policy year, regardless of the number of occurrences, loss or damage, or the number of "described premises", locations or computer systems involved. If loss payment on the first occurrence of the policy year does not exhaust the Computer Virus Limit of Coverage, the balance is available for the subsequent loss or damage sustained in, but not after that policy year. With respect to an

occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

However, there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.

b. Emergency Removal

If it is necessary to move Covered Property from your "described premises" because of imminent danger of loss or damage, we will pay for any direct physical loss or damage to that property by a Covered Cause of Loss;

- (1) While the property is being moved to another location or while temporarily stored at another location; and
- (2) If you give us written notice within 10 days after the property is first moved.

This Coverage Extension is included within the Limits of Coverage applying to the Covered Property listed in the Declarations and expires at the end of the policy period or 30 days, whichever is earlier.

c. Newly Acquired Covered Property

If you acquire additional Covered Property during the policy period, we will extend this coverage to such property at any location within the coverage territory. This coverage will end when any of the following first occurs:

- (1) This policy expires or is canceled;
- (2) 60 days after you acquire the Covered Property;
- (3) You report the newly acquired property values.

We will charge you additional premium for values reported from the date you acquired such property.

The most we will pay for loss or damage in any one occurrence under this Coverage Extension is the lesser of:

- (1) 25% of the Computer Equipment Limit of Coverage shown in the Declarations; or
- (2) \$50,000.

d. Property of Municipal Courts

You may extend the coverage provided by this coverage form to apply to Covered Property of a municipal court for which you act as the Legislative Authority per section 1901 of the Ohio Revised Code.

B. EXCLUSIONS

1. We will not pay for loss or damage to Covered Property caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Earth Movement

- (1) Earthquake, including any tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions

include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in a. (1) through a. (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

Earthquake means a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.

This exclusion does not apply to Covered Property while in transit.

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or Volcanic Action, we will pay for the loss or damage to Covered Property caused by that fire or Volcanic Action.

Volcanic Action means direct physical loss or damage to Covered Property resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

This exclusion does not apply to Covered Property while in transit.

b. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply when "fungus", wet or dry rot or bacteria results from fire or lightning.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this coverage form.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Ordinance or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

f. Utility Services

The failure of power, communication, water or other utility service supplied to your "described premises", however caused, if the failure:

- (1) Originates away from your "described premises"; or

- (2) Originates at your "described premises", but only if such failure involves equipment used to supply the utility service to your "described premises" from a source away from your "described premises".

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

However, we will pay for direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss to "power supply facilities" or "communication supply facilities",

"Power supply facilities" means the following types of property located on other than your "described premises": utility generating plants, switching stations, substations, transformers or transmission lines, excluding overhead transmission lines, used to deliver utility services to the site where Covered Property is located.

"Communication supply facilities" means the following types of property located on other than your "described premises": telephone lines, cable lines, coaxial cables, microwave radio relays, wi-fi relays and other transmission lines excluding satellites and overhead transmission lines, used to deliver communication and data services to the site where Covered Property is located.

g. War and Military Action

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

h. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or their spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (4) Waterborne material carried or otherwise moved by any of the water referred to in h. (1) or h. (3), or material carried or otherwise moved by mudslide or mudflow

But if Water, as described in h.(1) through h.(4) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage to Covered Property caused by that fire, explosion or sprinkler leakage.

This exclusion does not apply to Covered Property while in transit.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from or arising out of any of the following:

- a. Actual work upon the Covered Property including while being repaired or serviced. But we will pay for direct physical loss or damage to Covered Property caused by or resulting from fire or explosion unless these causes of loss are otherwise excluded.
- b. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;

- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to paragraph 2.b.(1) or 2.b.(2).

But if collapse results in a Covered Cause of Loss at the "described premises", we will pay for the loss or damage caused by that Covered Cause of Loss.

This Exclusion, 2.b., does not apply:

- (1) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (2) To collapse caused by one or more of the following:
 - (a) The "specified causes of loss";
 - (b) Breakage of building glass;
 - (c) Weight of rain that collects on a roof; or
 - (d) Weight of people or personal property.
- c. "Computer virus", including all necessary expenses incurred to identify and extract "computer virus" from Covered Property and to repair, replace or reproduce Covered Property, except to the extent provided under Coverage Extension a., Computer Virus.
- d. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- e. Delay, loss of use, loss of market or any other consequential loss or damage, except to the extent of coverage provided by "extra expense" and "business income" within this coverage form.
- f. Delay in rebuilding, repairing or replacing the property or resuming data processing operations, due to:
 - (1) Interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (2) Suspension, lapse or cancellation of any license, lease or contract; or
 - (3) Any other consequential loss.
- g. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply to damage to glass caused by chemicals applied to the glass.

- h. Dishonest or criminal act (including theft) committed by:
 - (1) You, any of your employees (including temporary employees and leased workers), officials officers, directors, trustees, or authorized volunteers or representatives;
 - (2) Anyone else with an interest in the property, or their employees including temporary employees and leased workers) or authorized representatives; or
 - (3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or whether or not such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees (including temporary employees and leased workers) or authorized volunteers. But theft by employees (including temporary employees and leased workers) is not covered.

- i. Dryness, the presence of or condensation of humidity, moisture or vapor, changes in or extremes of temperature, corrosion, or rust unless directly resulting from physical damage to the Covered Property's air conditioning system caused by a Covered Cause of Loss not excluded by the provisions of this coverage form.

But if an excluded cause of loss that is listed in 2.i. results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- j. Error or omission in computer programming or incorrect instructions to a computer or other Covered Property;
 - k. Faulty, inadequate or defective design, specifications, workmanship or materials. But if loss or damage to Covered Property by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
 - l. Loss or damage that depends on an audit of records or an inventory computation to prove its factual existence. But this does not prohibit the use of these procedures to support the determination of a loss that we would otherwise pay;
 - m. Neglect of a member to use all reasonable means to save and preserve Covered Property from further damage at and after the time of loss or damage.
 - n. Theft of laptop, notebook, netbook computers or other hand-held communication devices while in transit as checked baggage.
 - o. Unauthorized instructions to transfer Covered Property to any person or to any place.
 - p. Unexplained disappearance of Covered Property.
 - q. Voluntary parting with any Covered Property by you or anyone entrusted with the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - r. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
 - s. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, obsolescence, smog, settling, cracking, shrinking or expansion, nesting or infestation or discharge or release of waste products or secretions by insects, birds, vermin, rodents or other animals.
But if an excluded cause of loss that is listed in 2.s. results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - b. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 of part or all of any property wherever located.
 - c. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1 above to produce the loss or damage.

C. LIMITS OF COVERAGE

The most we will pay for loss or damage caused by or resulting from a Covered Cause of Loss in any one occurrence for the coverage described in a., b., c., d., e., f. and g. below is the applicable Limit of Coverage shown in the Declarations. The absence of a Limit of Coverage in the Declarations means no coverage is provided for the Covered Property, Business Income, Extra Expense or Computer Virus described in the applicable paragraph below.

a. Computer Equipment

We will pay for loss or damage to computer equipment at your "described premises". The most we will pay for loss or damage in any one occurrence to computer equipment is the applicable Computer Equipment Limit of Coverage shown in the Declarations.

b. Media and Data

We will pay for loss or damage to media and data at your "described premises". The most we will pay for loss or damage in any one occurrence to media is the applicable Media and Data Limit of Coverage shown in the Declarations.

c. Property In Transit And Away From Your Premises

We will pay for loss or damage to Covered Property, not otherwise covered by paragraphs a. or b. above, while away from your "described premises" and while in transit within the coverage territory. The most we will pay for loss or damage in any one occurrence to Covered Property in transit and away from your "described premises" is the applicable Property In Transit And Away From Your Premises Limit of Coverage shown in the Declarations.

d. Business Income

The most we will pay under Additional Coverage - Business Income for loss in any one occurrence is the Business Income Limit of Coverage shown in the Declarations.

e. Extra Expense

The most we will pay under Additional Coverage – Extra Expense for loss in any one occurrence is the Extra Expense Limit of Coverage shown in the Declarations.

f. Computer Virus

The most we will pay under Coverage Extensions, a. Computer Virus for loss or damage in any one occurrence caused by or resulting from a "computer virus" to Covered Property and resulting "business income" and "extra expense" is the Computer Virus Limit of Coverage shown in the Declarations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the monetary deductible shown in the Declarations for the type of Covered Property. We will then pay the amount of the adjusted loss or damage in excess of the monetary deductible, up to the applicable Limit of Coverage.

The monetary deductible does not apply to the Additional Coverages Business Income, Extra Expense or Debris Removal. Instead a time deductible or waiting period applies to "business income" and "extra expense". We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the time deductible or waiting period shown in the Declarations for Business Income and Extra Expense. We will then pay the amount of the adjusted loss or damage in excess of the time deductible or waiting period, up to the applicable Limit of Coverage.

When an occurrence applies to two or more coverages and separate Limits of Coverage apply, the losses will not be combined in determining application of the deductible. But the deductible will be applied only once per occurrence.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Inland Marine Conditions and the Common Policy Conditions:

1. Appraisal

The appraisal provision of the Inland Marine Conditions which are included in this Coverage Part, shall also apply in the event we and you disagree on the amount of "business income" or "extra expense" loss.

2. Coverage Territory

- a. We will cover your laptop, notebook, netbook computers, cell phones, and similar hand-held devices including peripherals and components of such devices anywhere in the world,
- b. Other Covered Property will be covered only while located in:
 - (1) The United States of America;
 - (2) Puerto Rico; or
 - (3) Canada.

3. Loss Payee

- a. We will pay for covered loss or damage to Covered Property to each loss payee with whom you agreed, pursuant to a written contract to provide insurance or coverage such as is afforded under this coverage form in their order of precedence, as interests may appear.
- b. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the loss payee will still have the right to receive loss payment if the loss payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn statement of loss or damage within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership or substantial change in risk known to the loss payee.
 All of the terms of this Coverage Part will then apply directly to the loss payee.

- c. If we pay the loss payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The loss payee's rights under the contract, loan or note will be transferred to us to the extent of the amount we pay; and
 - (2) The loss payee's right to recover the full amount of the loss payee's claim will not be impaired.

At our option, we may pay to the loss payee the whole principal on a contract, loan or note plus any accrued interest. In this event, your contract, loan or note will be transferred to us and you will pay your remaining debt to us.

4. Valuation

a. Computer Equipment

General Condition F. Valuation, of the Common Inland Marine Conditions, is amended as shown below:

Replacement Cost Valuation (without deduction for depreciation)

- (1) The value of the property will be the least of the following amounts.
 - (a) The Limits of Coverage applicable to the lost or damaged Covered Property;
 - (b) The cost to replace the lost or damaged equipment with equipment:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or
 - (c) The amount you actually spend that is necessary to repair or replace the lost or damaged equipment.
- (2) We will not pay on a replacement cost basis for any loss or damage:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- (3) If you choose not to repair or replace the Covered Property, you may make a claim for loss or damage covered by this coverage on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for replacement cost, if you notify us of your intent to do so within 180 days after the loss or damage and you repair or replace the Covered Property.

b. Media

General Condition F., Valuation, of the Common Inland Marine Conditions, is replaced by the following:

We will pay the full cost of replacement for direct physical loss or damage to Media up to the applicable Limit of Coverage.

But if Media is not replaced or reproduced, we will not pay more than the replacement cost of similar blank Media, up to the applicable Limit of Coverage.

c. Data

General Condition F. Valuation, of the Common Inland Marine Conditions, is replaced by the following:

We will pay the full cost of replacement or reproduction for direct physical loss or damage to Data up to the applicable Limit of Coverage.

But if Data is not replaced or reproduced, we will not pay more than the replacement cost of blank Media similar to the Media that the Data was recorded or stored on, up to the applicable Limit of Coverage.

d. Property of Others

All other property is valued at actual cash value as of the time of the loss or damage to the property, in accordance with the General Condition F, Valuation, of the Inland Marine Conditions.

In the event of loss or damage the value of property will be determined as of the time of loss or damage.

F. DEFINITIONS

1. "Building Site Service Equipment" means your building or "described premises" air conditioning equipment, auxiliary power generators, fire protection equipment including automatic fire extinguishing systems, heating equipment, uninterruptible power sources and security systems which service or protect your building(s), "described premises" or Covered Property.
2. "Business income" means:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses, including payroll, incurred.
3. "Component and peripheral equipment" means, external magnetic or optical data storage devices, facsimile machines, photocopiers, printers, communication systems, surge protection devices, wired and wireless routers, connected data and electronic wiring and other component parts that along with other computer equipment comprise your computer system.
4. "Computer Virus" means intrusive code or programming that is entered into your computer system (computer equipment, media and data) and destroys or corrupts your media or data or interrupts your computer operations or causes direct loss or damage to Covered Property. "Computer virus" does not include loss or damage caused by or resulting from manipulation of your computer system by any employee, including a temporary or leased employee, or by an outside entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace your computer system.
5. "Described premises" means locations listed in your property schedule on file with us.
6. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, internal and external magnetic or optical data storage devices, cells, data processing devices or any other repositories of computer software or data which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
7. "Extra expense" means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to Covered Property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
 - a. Avoid or minimize the "suspension" of business and to continue "operations" at your "described premises" or at a replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement or temporary location;
 - b. Minimize the "suspension" of business if you cannot continue "operations";
 - c. Expedite the repair or replacement of Covered Property or to research, replace or restore the lost information stored on the Covered Property to the extent that it reduces the amount of loss or damage otherwise payable under this coverage form.
8. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

9. "Operations" means your business activities occurring at your "described premises" that are dependent upon your use of the Covered Property to process data;
10. "Period of restoration" means the period of time that:
- a. Begins 24 hours after the time of direct physical loss or damage to Covered Property caused by or resulting from any Covered Cause of Loss; and
 - b. Ends on the earlier of:
 - (1) The date when the Covered Property should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any member or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

11. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
12. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the "described premises" and contains water or steam.
 - (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the "described premises" and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

13. "Suspension" means the slowdown or cessation of your business activities.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

CRIME AND FIDELITY COVERAGE FORM (LOSS SUSTAINED FORM)

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

Throughout this Coverage Part, the words "you" and "your" refer to the Named Member shown in the Declarations and the municipal court for whom you act as Legislative Authority under section 1901 of the Ohio Revise Code. The words "we", "us" and "our" refer to the Ohio Plan Risk Management, Inc. providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. COVERAGE AGREEMENTS

Coverage is provided under the following Coverage Agreements for which a Limit of Coverage is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1..i. or E.1.j., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.f.:

1. Employee Theft - Per Loss Coverage

- a. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
- b. We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Coverage shown in the Declarations.

For the purposes of this Coverage Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration

- a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent;
 or that are purported to have been so made or drawn.

For the purposes of this Coverage Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Coverage applicable to this Coverage Agreement.

3. Inside The Premises - Theft Of Money And Securities

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":
 - (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises" or
 - (2) Resulting directly from disappearance or destruction.

- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Outside The Premises

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

5. Computer And Funds Transfer Fraud

a. Computer Fraud

(1) We will pay for:

(a) Loss resulting directly from a fraudulent:

- i. Entry of "electronic data" or "computer program" into; or
- ii. Change of "electronic data" or "computer program" within;

Any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 5.a.(1)(a)i. and 5.a.(1)(a)ii.:

- (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
- (ii) Your account at a "financial institution" to be debited or deleted.

(2) As used in Paragraph 5.a.(1)(a), fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Coverage Agreement.

b. Funds Transfer Fraud

We will pay for loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.

6. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

7. Social Engineering Fraud

We will pay for loss resulting directly from your having, in good faith, transferred, paid or delivered "money", "securities" or "other property", directly caused by "social engineering fraud", in reliance upon a "transfer instruction" purportedly issued by an "employee", or any of your officials or board members, but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of such "employee", official or board member.

8. Destruction Of Electronic Data Or Computer Programs

We will pay for costs that you incur to restore or replace damaged or destroyed "electronic data" or "computer programs" stored within any "computer system" owned, leased or operated by you resulting directly from vandalism by an "employee" or vandalism by a natural person who has gained unauthorized access to your "computer system"

Including reasonable costs that you incur to restore your "computer system" to the level of operational capability that existed immediately before the vandalism occurred.

9. Telephone Toll Fraud

We will pay for loss from long distance telephone toll call charges incurred by you on telephone lines directly controlled by one "voice computer system" occurring for a period of not more than 30 days, inclusive of the date on which the first such toll call charges were made, resulting directly from fraudulent use or fraudulent manipulation of an "account code" or "system password" required to gain access to your "voice computer system", provided such loss did not result from the failure to:

- a. Install and maintain in operating condition a call disconnect feature to terminate a caller's access after three unsuccessful attempts to enter an "account code";
- b. Incorporate a "system password"; or
- c. Change a "system password" within 120 days.

10. Credit, Debit or Charge Cards

We will pay for loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other card or the information contained on such cards and written instruments required in conjunction with any card issued to you or any "employee" for business purposes.

B. LIMIT OF COVERAGE

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Coverage shown in the Declarations.

If any loss is covered under more than one Coverage Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Coverage available under any one of those Coverage Agreements or coverages.

C. DEDUCTIBLE

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible shown in the Declarations. We will then pay the amount of loss in excess of the Deductible, up to the Limit of Coverage.

D. EXCLUSIONS

1. This coverage does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this coverage and you or any of your officials, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

Except when covered under Coverage Agreements A.1 and A. 8.

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph 1.d.(2) does not apply to loss otherwise covered under this coverage that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this coverage including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Coverage Agreement A.2.

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

l. War And Similar Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Dishonest or Fraudulent Acts

Loss resulting directly or indirectly from:

- (1) The giving or surrendering of "money", "securities" or "other property" in any exchange or purchase, whether genuine or fictitious; or
- (2) Any other giving or surrendering of, or voluntary parting with, "money", "securities" or "other property",

Whether or not induced by any dishonest or fraudulent act except when covered under:

- (1) Coverage Agreement A. 1. Employee Theft; or
 - (2) Coverage Agreement A. 5. Computer And Funds Transfer Fraud; or
 - (3) Coverage Agreement A. 6. Money Orders And Counterfeit Money; or
 - (4) Coverage Agreement A. 7. Social Engineering Fraud.
2. Coverage Agreement A.1. does not cover:
- a. Bonded Employees
Loss caused by any "employee" required by law to be individually bonded.
 - b. Inventory Shortages
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
 - c. Trading
Loss resulting from trading, whether in your name or in a genuine or fictitious account.
 - d. Treasurers Or Tax Collectors
Loss caused by a treasurer, tax collector or financial officer in charge of the tax collection or finance operations by whatever name known whether required to be bonded or not. This exclusion does not apply to your other "employees" working in your operations.
 - e. Depository
Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
 - f. Civil Rights And Tortuous Conduct
Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.
3. Coverage Agreement A.2. does not cover:
- Credit Card Transactions
- Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards or written instruments required in conjunction with any card issued to you or any "employee" for business purposes.
4. Coverage Agreements A.3. and A.4. do not cover:
- a. Accounting Or Arithmetical Errors Or Omissions
Loss resulting from accounting or arithmetical errors or omissions.
 - b. Exchanges Or Purchases
Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - c. Fire
Loss or damage resulting from fire, however caused, except:
 - (1) Loss of or damage to "money" and "securities" and
 - (2) Loss from damage to a safe or vault.
 - d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat including, but not limited to:

i. A threat to do bodily harm to any person;

ii. A threat to do damage to any property;

iii. A threat to introduce a denial of service attack into any "computer system"

iv. A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system" or

v. A threat to disseminate, divulge or utilize:

(i) Your confidential information;

(ii) Confidential or personal information of another person or organization; or

(iii) Weaknesses in the source code within any "computer system".

(2) But, this exclusion does not apply under Coverage Agreement A.4. to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

5. Coverage Agreement A.5. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

(1) Entry of "electronic data" or "computer program" into; or

(2) Change of "electronic data" or "computer program" within;

Any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Coverage Agreement A.5.b.

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

(1) Transfer, pay or deliver "money", "securities" or "other property" or

(2) Debit or delete your account;

Which instruction proves to be fraudulent, except when covered under Coverage Agreement A.5.a.(2) or A.5.b.

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

f. Social Engineering Fraud

Loss resulting from a fraudulent "social engineering fraud".

6. Coverage Agreement A.7. does not cover:

Computer and Funds Transfer Fraud

a. Loss resulting directly from a fraudulent:

(1) Entry of "electronic data" or "computer program" into; or

(2) Change of "electronic data" or "computer program" within;

Any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 5.a.(1) and 5.a.(2):

(a) "Money", "securities" or "other property" to be transferred, paid or delivered; or

(b) Your account at a "financial institution" to be debited or deleted.

b. Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.

7. Coverage Agreement A.8. does not cover:

a. Loss resulting from errors or omissions in the design of "computer programs".

b. Loss resulting from errors or omissions in the programming or processing of "electronic data".

8. Coverage Agreement A.10. does not cover:

Non-compliance With Credit, Debit Or Charge Card Issuer's Requirements

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

E. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Coverage Agreements

a. Additional Premises Or Employees

If, while this coverage is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this coverage. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This coverage is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other member, at any time, intentionally conceals or misrepresents a material fact concerning:

(1) This coverage;

(2) The property covered under this coverage;

(3) Your interest in the property covered under this coverage; or

(4) A claim under this coverage.

c. Cooperation

You must cooperate with us in all matters pertaining to this coverage as stated in its terms and conditions.

d. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify our administrator as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreements A.1. or A.2.) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give our administrator a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with our administrator in the investigation and settlement of any claim;
- (4) Produce for our administrator's examination all pertinent records;
- (5) Submit to examination under oath at our administrator's request and give our administrator a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

e. Employee Benefit Plans

Your employee benefit plans (hereafter referred to as Plan) are included as members under Coverage Agreement A.1., subject to the following:

- (1) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (2) The Deductible applicable to Coverage Agreement A.1. does not apply to loss sustained by any Plan.

f. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this coverage, which is "discovered" by you no later than one year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance or coverage obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this coverage, whether or not such other insurance or coverage provides coverage for loss sustained prior to its effective date.

g. Joint Member

- (1) If more than one Named Member is named in the Declarations, the first Named Member will act for itself and for every other Named Member for all purposes of this coverage. If the first Named Member ceases to be covered, then the next Named Member will become the first Named Member.
- (2) If any member or official of that Named Member has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Named Member.
- (3) An "employee" of any member is considered to be an "employee" of every member.
- (4) If this coverage or any of its coverages are cancelled as to any member, loss sustained by that member is covered only if it is "discovered" by you no later than one year from the date of that cancellation.
- (5) We will not pay more for loss sustained by more than one Named Member than the amount we would pay if all such loss had been sustained by one Named Member.
- (6) Payment by us to the first Named Member for loss sustained by any member, or payment by us to any employee benefit plan for loss sustained by that Plan, shall fully release us on account of such loss.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this coverage;
- (2) Until 90 days after you have filed proof of loss with us; and

(3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Loss Sustained During Prior Insurance Or Coverage Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Coverage And Partly During Prior Insurance Or Coverage

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the policy period(s) of any prior cancelled insurance or coverage that we or any affiliate issued to you or any predecessor in interest;

And this coverage became effective at the time of cancellation of the prior insurance or coverage, we will first settle the amount of loss that you sustained during this policy period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance or coverage.

(2) Loss Sustained Entirely During Prior Insurance Or Coverage

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance or coverage that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This coverage became effective at the time of cancellation of the prior insurance or coverage; and
- (b) The loss would have been covered under this coverage had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance or coverage. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance or coverage.

(3) In settling loss under Paragraphs i.(1) and i.(2):

- (a) The most we will pay for the entire loss is the highest single Limit of Coverage applicable during the period of loss, whether such limit was written under this coverage or was written under the prior insurance or coverage issued by us.
- (b) We will apply the applicable Deductible shown in the Declarations to the amount of loss sustained under this coverage. If no loss was sustained under this coverage, we will apply the Deductible shown in the Declarations to the amount of loss sustained under the most recent prior insurance or coverage.

If the Deductible is larger than the amount of loss sustained under this coverage, or the most recent prior insurance or coverage, we will apply the remaining Deductible to the remaining amount of loss sustained during the prior insurance or coverage.

We will not apply any other Deductible that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this condition:

EXAMPLE #1

The member sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of **Policy A** and **Policy B**.

Policy A

The current policy. Written at a Limit of Coverage of \$50,000 and a Deductible of \$5,000.

Policy B

Issued prior to **Policy A**. Written at a Limit of Coverage of \$50,000 and a Deductible of \$5,000.

Settlement of Loss

The amount of loss sustained under **Policy A** is \$2,500 and under **Policy B**, \$7,500.

The highest single Limit of Coverage applicable to this entire loss is \$50,000 written under **Policy A**. The **Policy A** Deductible of \$5,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under **Policy A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
- (b) The remaining amount of loss sustained under **Policy B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible from **Policy A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

EXAMPLE #2

The member sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of **Policy A** and **Policy B**.

Policy A

The current policy. Written at a Limit of Coverage of \$125,000 and a Deductible of \$10,000.

Policy B

Issued prior to **Policy A**. Written at a Limit of Coverage of \$150,000 and a Deductible of \$25,000.

Settlement of Loss

The amount of loss sustained under **Policy A** is \$175,000 and under **Policy B**, \$75,000.

The highest single Limit of Coverage applicable to this entire loss is \$150,000 written under **Policy B**. The **Policy A** Deductible of \$10,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under **Policy A** (\$175,000) is settled first. The amount we will pay is the **Policy A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.
- (b) The remaining amount of loss sustained under **Policy B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 **Policy B** limit - \$125,000 paid under **Policy A** = \$25,000).

The most we will pay for this loss is \$150,000.

EXAMPLE #3

The member sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

Policy A

The current policy. Written at a Limit of Coverage of \$1,000,000 and a Deductible of \$100,000.

Policy B

Issued prior to **Policy A**. Written at a Limit of Coverage of \$750,000 and a Deductible of \$75,000.

Policy C

Issued prior to **Policy B**. Written at a Limit of Coverage of \$500,000 and a Deductible of \$50,000.

Policy D

Issued prior to **Policy C**. Written at a Limit of Coverage of \$500,000 and a Deductible of \$50,000.

Settlement of Loss

The amount of loss sustained under **Policy A** is \$350,000; under **Policy B**, \$250,000; under **Policy C**, \$600,000; and under **Policy D**, \$800,000.

The highest single Limit of Coverage applicable to this entire loss is \$1,000,000 written under **Policy A**. The **Policy A** Deductible of \$100,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under **Policy A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).

- (b) The amount of loss sustained under **Policy B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- (c) The amount of loss sustained under **Policy C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- (d) We will not make any further payment under **Policy D**, as the maximum amount payable under the highest single Limit of Coverage applying to the loss of \$1,000,000 under **Policy A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

j. Loss Sustained During Prior Insurance Or Coverage Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance or coverage that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance or coverage had expired, we will pay for the loss under this coverage, provided:
 - (a) This coverage became effective at the time of cancellation of the prior insurance or coverage; and
 - (b) The loss would have been covered under this coverage had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this condition:
 - (a) The most we will pay for the entire loss is the lesser of the Limits of Coverage applicable during the period of loss, whether such limit was written under this coverage or was written under the prior cancelled insurance or coverage.
 - (b) We will apply the applicable Deductible shown in the Declarations to the amount of loss sustained under the cancelled insurance or coverage.
- (3) The coverage provided under this condition is subject to the following:
 - (a) If loss covered under this condition is also partially covered under Condition E.1.i., the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition E.1.i.
 - (b) For loss covered under this condition that is not subject to Paragraph j.(3)(a), the amount recoverable under this condition is part of, not in addition to, the Limit of Coverage applicable to the loss covered under this coverage and is limited to the lesser of the amount recoverable under:
 - i. This coverage as of its effective date; or
 - ii. The prior cancelled insurance or coverage had it remained in effect.

k. Other Insurance Or Coverage

If other valid and collectible insurance or coverage is available to you for loss covered under this coverage, our obligations are limited as follows:

(1) Primary Coverage

When this coverage is written as primary coverage, and:

- (a) You have other insurance or coverage subject to the same terms and conditions as this coverage, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Coverage shown in the Declarations bears to the total limit of all insurance or coverage covering the same loss.
- (b) You have other insurance or coverage covering the same loss other than that described in Paragraph k.(1)(a), we will only pay for the amount of loss that exceeds:
 - i. The Limit of Insurance or Coverage and Deductible of that other insurance or coverage, whether you can collect on it or not; or
 - ii. The Deductible shown in the Declarations;

Whichever is greater. Our payment for loss is subject to the terms and conditions of this coverage.

(2) Excess Coverage

- (a) When this coverage is written excess over other insurance or coverage, we will only pay for the amount of loss that exceeds the Limit of Insurance or Coverage and Deductible of that other insurance or coverage, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this coverage.
- (b) However, if loss covered under this coverage is subject to a deductible, we will reduce the Deductible shown in the Declarations by the sum total of all such other insurance or coverage plus any Deductible applicable to that other insurance or coverage.

l. Ownership Of Property; Interests Covered

The property covered under this coverage is limited to property:

- (1) That you own or lease;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

m. Records

You must keep records of all property covered under this coverage so we can verify the amount of any loss.

n. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this coverage, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this coverage;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this coverage.
- (2) Recoveries do not include any recovery:
 - (a) From insurance or coverage, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.

o. Territory

This coverage covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Canada.

p. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

q. Valuation - Settlement

The value of any loss for purposes of coverage under this Coverage Part shall be determined as follows:

- (1) Money
 - Loss of "money" but only up to and including its face value.
- (2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities" or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i. Market value of the "securities" at the close of business on the day the loss was "discovered" or
 - ii. Limit of Coverage applicable to the "securities".

(3) Property Other Than Money And Securities

- (a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - i. The Limit of Coverage applicable to the lost or damaged property;
 - ii. The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - iii. The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph q.(3)(a):
 - i. Until the lost or damaged property is actually repaired or replaced; and
 - ii. Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(4) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Coverage Agreement A.1.

a. Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

b. Termination As To Any Employee

This Coverage Agreement terminates as to any "employee":

(1) As soon as:

- (a) You; or
- (b) Any official or "employee" authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Coverage Agreement, as amended by this endorsement; or

(2) On the date specified in a notice mailed to the first Named Member. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Member's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition E.1.o. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Coverage Agreement A.2.

a. Deductible

The Deductible does not apply to legal expenses paid under Coverage Agreement A.2.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.o. does not apply to Coverage Agreement A.2.

4. Conditions Applicable To Coverage Agreement A.4.

a. Armored Motor Vehicle Companies

Under Coverage Agreement A.4., we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance, coverage or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.5.

a. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.o. does not apply to Coverage Agreement A.5.

6. Conditions Applicable To Coverage Agreement A.7.

Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

7. Conditions Applicable To Coverage Agreement A.9.

We will pay for loss resulting from toll call charges made on telephone lines directly controlled by one "voice computer system" occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charges were made.

F. DEFINITIONS

1. "Account code" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" for the purpose of making long distance toll calls or utilizing voice mailbox messaging capabilities or similar functional features of the system.
2. "Authorized person" means a board member or trustee who is authorized by you to transfer, pay or deliver "money" or "securities" or to instruct "employees" to transfer, pay or deliver "money" or "securities."

3. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
4. "Computer system" means:
 - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
 - b. Systems and applications software; and
 - c. Related communications networks;
 By which "electronic data" is collected, transmitted, processed, stored or retrieved.

5. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.
6. "Custodian" means you or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
7. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.
8. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this coverage has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this coverage.

9. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
10. "Employee":
 - a. Means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee"
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee", as defined in Paragraph 9.a.(1), who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph 9.a.(2);
 - (4) Any natural person who is:
 - (a) A trustee, officer, "employee", administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); or
 - (b) Your official while that person is engaged in handling "money", "securities" or "other property" of any employee benefit plan;
 - (5) Any natural person who is a former official, "employee" or trustee retained by you as a consultant while performing services for you; and
 - (6) Any natural person who is a guest student or intern pursuing studies or duties.

- (7) Any natural person who is an elected or appointed, non-compensated member of your governing body, board or commission, while performing duties as a member of such governing body, board or commission.
- b. Does not mean:
Any agent, independent contractor or representative of the same general character not specified in Paragraph 9.a.
11. "Financial institution" means:
- a. With regard to Coverage Agreement A.3.:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2) An insurance company.
 - b. With regard to Coverage Agreement A.5.:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.
12. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution".
13. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
14. "Fraudulent instruction" means:
- a. With regard to Coverage Agreement A.5.a.(2):
 - (1) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent.
 - (2) A written instruction (other than those covered under Coverage Agreement A.2. issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - (3) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic or written instruction initially received by you, which instruction purports to have been issued by an "employee", but which in fact was fraudulently issued by someone else without your or the "employee's" knowledge or consent.
 - b. With regard to Coverage Agreement A.5.b.:
A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Coverage Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
15. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
16. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
 - b. Traveler's checks and money orders held for sale to the public; and
 - c. In addition, includes:

- (1) Under Coverage Agreements A.1. and A.2., deposits in your account at any "financial institution"; and
 - (2) Under Coverage Agreement A.5., deposits in your account at a "financial institution" as defined in Paragraph F.10.b.
17. "Occurrence" means:
- a. Under Coverage Agreement A.1.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;
 committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.i. or E.1.j.
 - b. Under Coverage Agreement A.2.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;
 Committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.i. or E.1.j.
 - c. Under Coverage Agreement A.8.:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related;
 Committed by an "employee" acting alone or in collusion with others, during the Policy Period shown in the Declarations, before such Policy Period or both.
 - d. Under all other Coverage Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related;
 Committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.i. or E.1.j.
18. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this coverage.
19. "Premises" means the interior of that portion of any building you occupy in conducting your business.
20. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
21. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- But does not include "money".
22. "Social engineering fraud" means the intentional misleading of an "employee" by a person purporting to be a "vendor", a "customer", an "employee" or an "authorized person".

23. "System administration" means the performance of any security function including, but not limited to:
 - a. Defining authorized persons to access the system;
 - b. Adding, deleting or changing "account codes" or passwords;
 - c. Installing or deleting any system option which directs telephone call routing or adds, drops or moves telephone lines; or
 - d. Any other activity allowed by a hardware or software based system option that has been incorporated by a manufacturer or a vendor into a "voice computer system" provided the system is not intended for the sole use of the manufacturer or vendor.
24. "System maintenance" means performing hardware and software installation, diagnostic and correction and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a "voice computer system".
25. "System password" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" to perform "system administration" or "system maintenance" or a component thereof.
26. "Theft" means the unlawful taking of property to the deprivation of the member.
27. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
 - a. By means of computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
 - b. By means of written instructions (other than those covered under Coverage Agreement A.2.) establishing the conditions under which such transfers are to be initiated by such "financial institutions" through an electronic funds transfer system.
28. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
29. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.
30. "Voice computer system" means a "computer system" installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.
31. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

GENERAL LIABILITY COVERAGE FORM

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

Throughout this coverage form, the words "you" and "your" refer to the Named Member shown in the Declarations, and any other person or organization qualifying as a Named Member under this coverage form. The words "we", "us" and "our" refer to the Ohio Plan Risk Management, Inc.

The word "member" means any person or organization qualifying as such under Section II – Who Is A Member.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the member becomes legally obligated to pay as "damages" because of "bodily injury" or "property damage" to which this coverage applies. We will have the right and duty to defend the member against any "suit" seeking those "damages". However, we will have no duty to defend the member against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section III – Limits of Coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Coverage in the payment of judgments or settlements under Coverages A. or B. or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A., B. and C.

- b. This coverage applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no member listed under paragraph 1. of Section II – Who Is A Member and no "employee" or any member described under paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed member or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any member listed under paragraph 1. of Section II – Who Is A Member or any "employee" or any member described in paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any member listed under paragraph 1. of Section II – Who Is A Member or any "employee" or any member described in paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. "Damages" because of "bodily injury" include "damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This coverage does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

"Damages" arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if "damages" are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to "damages" because of "bodily injury".

b. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph b.(1) applies even if the claims against any member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that member, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft" that weighs less than .55 pounds inclusive of all attached equipment.

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any member. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft that you do not own that is:
 - i. Less than 32 feet long; and
 - ii. Not being used to carry persons or property for a charge;
- (c) A watercraft that you own that is:
 - i. Less than 26 feet long; and
 - ii. Not being used to carry persons or property for a charge.

This exception applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of a watercraft.

- (d) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the member;

- (e) Liability assumed under any "covered contract" for the ownership, maintenance or use of aircraft or watercraft;
- (f) "Bodily injury" or "property damage" arising out of:
 - i. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - ii. The operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (g) Aircraft that is:
 - i. Hired, chartered or loaned with a paid crew; and
 - ii. Not owned by any member; and
 - iii. Commanded by a pilot who holds a currently effective certificate, issue by the duly constituted authority of the United States of America or Canada, designating such pilot a commercial or airline pilot; and
 - iv. Not being used to carry persons or property for a charge.

This exception does not apply to "unmanned aircraft" or if the member has any other insurance or coverage for "bodily injury" or "property damage" liability that would also provide coverage for this exception, whether the other insurance or coverage is primary, excess, contingent or on any other basis. In that case, this exception does not provide any coverage.

This exclusion applies even if the claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by a member, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to any member.

c. Airport Operations

"Bodily injury" or "property damage" arising directly or indirectly out of the maintenance, use, ownership, or operation of any airport, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

d. Asbestos

Any "damages" arising out of:

- (1) Any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "asbestos hazard";
- (2) Any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (3) Any claim or "suit" for "damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

e. Contractual Liability

"Bodily injury" or "property damage" for which the member is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

- (1) That the member would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is a "covered contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a "covered contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a member are deemed to be "damages" because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "covered contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "damages" to which this coverage applies are alleged.

f. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to any member;
- (4) Personal property in the care, custody or control of the member;

This exclusion does not apply to:

- (a) Personal property of others up to a maximum of \$100,000 per "occurrence" in your care, custody or control; or
- (b) The following personal property of others on the premises of the member's cemetery for the purpose of cremation or burial:
 - i. Deceased human remains;
 - ii. Clothing;
 - iii. Caskets, urns, and the linings, fitting and cases; or
- (c) The following property located on a grave site in the member's cemetery resulting from vandalism, malicious mischief or theft:
 - i. Structures;
 - ii. Mausoleums;
 - iii. Monuments;
 - iv. Tombstones;
 - v. Memorials; or
 - vi. Markers.
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4)(a) and (6) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

g. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

h. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

i. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

j. Dams, Levees, Dikes, Weirs

"Bodily injury" or "property damage" arising out of the rupture, bursting, overtopping, accidental discharge, collapse or partial or completed structural failure of any dam, levee, dike or weir.

k. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

l. Eminent Domain

"Damage" arising out of or in any way connected with the principles of eminent domain, condemnation proceedings or inverse condemnation, adverse possession or dedication by adverse use, or by whatever name called, whether such liability accrues directly against any member or by virtue of any agreement entered into by or on behalf of any member.

m. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the member arising out of and in the course of:
 - (a) Employment by the member; or
 - (b) Performing duties related to the conduct of the member's operations; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the member may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

This exclusion does not apply to liability assumed by the member under a "covered contract".

n. Employment Related Practices

"Damages" to:

- (1) A person arising out of any "employment practices injury":

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "employment practices injury" to that person.

This exclusion applies:

- (1) Whether the member may be held liable as an employer or in any other capacity; and
 - (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the "employment practices injury".
- o. Expected Or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the member. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
 - p. Failure To Supply
"Bodily injury" or "property damage" arising out of the failure of any member to adequately supply gas, oil, water, electricity or steam.
This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any member to procure, produce, process or transmit the gas, oil, water, electricity or steam.
 - q. Fireworks
"Bodily injury" or "property damage" arising from fireworks displays or involving fireworks or other explosive materials.
However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the inspection and permit process of an outdoor exhibition of fireworks as required of a fire chief, fire prevention officer or certified fire safety inspector.
 - r. Gas And Electric
"Bodily injury" or "property damage" arising out of the production or distribution of gas or electricity.
 - s. Health Care Services
"Damages" arising out of:
 - (1) The rendering of or failure to render:
 - (a) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverage;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
 - (3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.However, this exclusion only applies to healthcare facilities, including but not limited to health clinics, hospital or hospices for inpatients or outpatients that provides diagnosis or treatment, owned or operated by a member.
 - t. Landfills And Solid Waste Disposal Sites
"Damages" arising out of or in any way connected with the operation of a landfill or solid waste disposal site. This exclusion does not apply to waste recycling transfer sites.
 - u. Law Enforcement
"Bodily injury" or "property damage" arising out of "law enforcement activities".
 - v. Lead
"Damages" that:

- (1) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "lead hazard"; or
- (2) Arise out of any request, demand or order to:
 - (a) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the "lead hazard"; or
 - (b) Repair, replace or improve any property as a result of such effects.
- (3) Arise out of any claim or any "suit" for "damages" because of:
 - (a) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the "lead hazard"; or
 - (b) Repairing, replacing or improving any property as a result of such effects.

As used in this exclusion, "lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.

w. Liquor Liability

"Bodily injury" or "property damage" for which any member may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the operations of manufacturing or distributing alcoholic beverages.

x. Mechanical Amusement Devices

"Bodily injury" or "property damage" arising out of the existence, maintenance, operation or use of mechanical amusement devices.

y. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any member; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

z. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

aa. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any member. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional member with respect to your ongoing operations performed for that additional member at that premises, site or location and such premises, site or location is not and never

was owned or occupied by, or rented or loaned to, any member, other than that additional member; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any member or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any member; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any member or any contractors or subcontractors working directly or indirectly on any member's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such member, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such member, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any member or any contractors or subcontractors working directly or indirectly on any member's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement 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"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for "damages" because of "property damage" that the member would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

The exclusion does not apply to "property damage" to a building or its contents caused by actual exposure to sewage resulting from:

- (1) The reverse flow of such sewage from within any sewage facility that you own, operate or maintain; or
- (2) The escape of sewage from any fixed conduit that you own, operate or maintain, but only if the escape occurs away from land you own or lease;

But this exception does not apply to any "property damage" to the extent it is increased by, or would not have occurred but for the presence in such sewage of material that is:

- (1) Radioactive;
- (2) Toxic;

(3) Caustic; or

(4) Corrosive.

bb. Recall Of Products, Work Or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

cc. Trampolines Or Related Equipment

"Bodily injury" or "property damage" arising out of the ownership, operation or use of a trampoline, mini-trampoline, inflatable amusement devices or related equipment including but not limited to any trampoline operated as part of a swimming pool or recreational water park operation. However, this exclusion does not apply to springboards or similar rebounding devices normally used in mounting gymnastic equipment.

dd. Volunteer Firefighters

"Bodily injury" to any volunteer firefighters whether or not they are members of your organization, while in the course of their duties as such.

ee. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) 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

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

ff. Workers' Compensation And Similar Laws

Any obligation of the member under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement

a. We will pay those sums that the member becomes legally obligated to pay as "damages" because of "personal and advertising injury" to which this coverage applies. We will have the right and duty to defend the member against any "suit" seeking those "damages". However, we will have no duty to defend the member against any "suit" seeking "damages" for "personal and advertising injury" to which this coverage does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for "damages" is limited as described in Section III – Limits of Coverage; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Coverage in the payment of judgments or settlements under Coverages A., or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A. and B.

b. This coverage applies to "personal and advertising injury" caused by an offense arising out of your operations but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This coverage does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if "damages" are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

b. Airport Operations

"Personal and advertising injury" arising directly or indirectly out of the maintenance, use, ownership, or operation of any airport, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

c. Asbestos

"Damages" arising out of:

- (1) Any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "asbestos hazard";
- (2) Any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (3) Any claim or "suit" for "damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

d. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

e. Contractual Liability

"Personal and advertising injury" for which the member has assumed liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the member would have in the absence of the contract or agreement.

f. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the member.

g. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

h. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the member hosts, owns, or over which the member exercises control.

i. Eminent Domain

"Damages" arising out of or in any way connected with the principles of eminent domain, condemnation proceedings or inverse condemnation, adverse possession or dedication by adverse use (or by whatever name called), whether such liability accrues directly against any member or by virtue of any agreement entered into by or on behalf of any member.

j. Employment Related Practices

"Damages" to:

- (1) A person arising out of any "employment practices injury":
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "employment practices injury" to that person.

This exclusion applies:

- (1) Whether the member may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the "employment practices injury".

k. Failure To Supply

"Personal and advertising injury" arising out of the failure of any member to adequately supply gas, oil, water, electricity or steam.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any member to procure, produce, process or transmit the gas, oil, water, electricity or steam.

l. Health Care Services

"Damages" arising out of:

- (1) The rendering of or failure to render:
 - (a) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverage;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- (3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

However, this exclusion only applies to healthcare facilities, including but not limited to health clinics, hospital or hospices for inpatients or outpatients that provides diagnosis or treatment, owned or operated by a member.

m. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the member with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

n. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

o. Landfills And Solid Waste Disposal Sites

Any injury or damage arising out of or in any way connected with the operation of a landfill or solid waste disposal site. This exclusion does not apply to waste recycling transfer sites.

p. Law Enforcement

"Personal and advertising injury" arising out of "law enforcement activities" or any other law enforcement functions.

q. Lead

"Damages" that:

- (1) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "lead hazard"; or
- (2) Arise out of any request, demand or order to:
 - (a) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the "lead hazard"; or
 - (b) Repair, replace or improve any property as a result of such effects.
- (3) Arise out of any claim or any "suit" for "damages" because of:
 - (a) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the "lead hazard"; or
 - (b) Repairing, replacing or improving any property as a result of such effects.

As used in this exclusion, "lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.

r. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the member with knowledge of its falsity.

s. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period.

t. Members In Media And Internet Type Operations

"Personal and advertising injury" committed by a member whose operation is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs 25. a., b. and c. of "personal and advertising injury" under the Section V - Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the operation of advertising, broadcasting, publishing or telecasting.

u. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

v. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement 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"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

w. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

x. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or meta tag, or any other similar tactics to mislead another's potential customers.

y. Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This exclusion applies even if the claims against the member allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that member, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringement upon another's copyright, trade dress or slogan in your advertisement".

z. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

aa. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C. MEDICAL EXPENSES

1. Coverage Agreement

- a. We will pay those sums the member becomes legally obligated to pay as medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to our administrator within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. These payments will not exceed the applicable Limit of Coverage. We will pay reasonable expenses for:

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

2. Exclusions

We will not pay expenses for "bodily injury":

- a. Any Member
To any member.
- b. Athletics Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- c. Coverage A Exclusions
Excluded under Coverage A.
- d. Detainees
To any inmate, patient or prisoner who is being treated, cared for, detained or imprisoned in any of the facilities owned and operated by you.
- e. Hired Person
To a person hired to do work for or on behalf of any member or a tenant of any member.
- f. Injury On Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.
- g. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".
- h. Workers Compensation And Similar Laws
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.

SUPPLEMENTARY PAYMENTS – COVERAGES A. and B.

1. We will pay, with respect to any covered claim we investigate or settle, or any "suit" against a member we defend asserting "damages", as defined in this Coverage Part, the following costs or expenses:
 - a. All expenses we incur.
 - b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Coverage. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the member at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the member in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the member.
 - f. Prejudgment interest awarded against the member on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Coverage, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Coverage.
 - h. Up to \$2,500 for the expenses directly incurred by you in notifying your customers of actual or possible water contamination. However, we will only pay such expenses when notice is required by law or regulatory authority and meets all requirements of that law or regulatory authority.

We do not require that you give us advance notice or obtain our approval prior to incurring these expenses. However, we will require you to submit itemized bills covering all necessary printing, mailing and other expenses relating to the giving of any notice to your customers.

These payments will not reduce the Limits of Coverage.

2. If we defend a member against a "suit" and an indemnitee of the member is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks "damages" for which the member has assumed the liability of the indemnitee in a contract or agreement that is a "covered contract";
- b. This policy applies to such liability assumed by the member;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the member in the same "covered contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the member and the interests of the indemnitee;
- e. The indemnitee and the member ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the member and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with our administrator in the investigation, settlement or defense of the "suit";
 - (b) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with our administrator with respect to coordinating other applicable insurance or coverage available to the indemnitee; and
 - (2) Provides our administrator with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by our administrator in the defense of that indemnitee, necessary litigation expenses incurred by our administrator and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.e.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be "damages" for "bodily injury" and "property damage" and will not reduce the Limits of Coverage.

Our obligation to defend a member's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable Limit of Coverage in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II – WHO IS A MEMBER

Each of the following is a member:

1. You.
2. Any of the following but only while acting within the scope of their duties for you:
 - a. Any member of the governing body of the Named Member; and
 - b. Any commission; and
 - c. Any board; and
 - d. Any authority, administrative department or other similar unit operated by you or under your jurisdiction.
3. Any elected or appointed officials. However, none of these elected or appointed officials is a member for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services, but only if the elected or appointed official is licensed as a physician, dentist or psychiatrist. However, this exception does not apply to a physician, dentist or psychiatrist acting as your medical director or administrator or health official for administrative actions within the scope of their duties as such but does apply to any professional acts or omissions performed in the practice of medicine upon patients.
4. Your "employees" and "authorized volunteers" but only for acts within the scope of their employment for you, while performing duties related to the conduct of your operations or as authorized by you. However, none of these "employees" or "authorized volunteers" is a member for:

- a. "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services, but only if the "employee" or "authorized volunteer" is licensed as a physician, dentist or psychiatrist.

This exception does not apply:

- (1) To a licensed physician, dentist or psychiatrist acting as your medical director or administrator or health official for administrative actions within the scope of their duties as such but does apply to any professional acts or omissions performed in the practice of medicine upon patients.
- (2) To your "employees" or "authorized volunteers" for actions which they take or fail to take at an accident or medical emergency requiring sudden action for humanitarian reasons. Such accident or medical emergency may occur outside your jurisdiction, and the actions taken may be outside the scope of the duties normally performed by your "employees" or "authorized volunteers". However, the "employees" or "authorized volunteers" are not members if they take those actions on behalf of another medical emergency organization for which they may be either "employees" or "authorized volunteers".

- b. "Property damage" to property:

- (1) Owned, occupied or used by,
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", or "authorized volunteers".

5. The municipal court for which the named member is the legislative authority under the Ohio Revised Code and those "employees" of the municipal court while acting within the scope of their employment for the court or while performing duties for the municipal court, excluding any presiding or other judges of the court.

Any presiding or other judges of the municipal court for which the named member is the legislative authority under the Ohio Revised Code is a member only while acting within the scope of their employment for the court or while performing duties for the municipal court in their official capacity where no other valid and collectable coverage or insurance exists, but excluding claims against any judge or judges in their individual or personal capacity regardless of the existence of other coverage or insurance whether valid or collectable.

6. Any person or organization with whom you agreed, pursuant to a written "covered contract" to provide insurance or coverage such as is afforded under this coverage form, but only with respect to your operations, "your work", or facilities owned or used by you.

This provision applies only:

- a. If the injury or damage occurs subsequent to the execution of such "covered contract";
- b. While such "covered contract" is in force, or until the end of the policy period, whichever is earlier; and
- c. To any person or organization not a member under any endorsements forming a part of this coverage form.

In addition to the foregoing, none of the following are members:

- a. Lessors of equipment with respect to injury or damage arising out of such lessor's sole negligence;
- b. Owners, managers, or lessors of land or premises, with respect to:
 - (1) Any "occurrence" or offense which takes place after you cease to lease such land, or you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on their behalf.

7. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is a member while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also covered, but only with respect to liability arising out of the operation of the equipment, and only if no other coverage of any kind is available to that person or organization.

However, no person or organization is covered with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is covered under this provision.

SECTION III – LIMITS OF COVERAGE

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Members;

- b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C.;
 - b. "Damages" under Coverage A.; and
 - c. "Damages" under Coverage B.
 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 4. Subject to paragraph 2. above, the Personal and Advertising Injury – Each Offense Limit is the most we will pay under Coverage B for the sum of all "damages" because of all "personal and advertising injury" sustained by any one person or organization.
 5. Subject to paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. "Damages" under Coverage A; and
 - b. Medical expenses under Coverage C.
 Because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 6. Subject to paragraph 5. above:
 - a. The Medical Expense – Any One Person Limit is the most we will pay under Coverage C. Medical Expense for all medical expenses because of "bodily injury" sustained by any one person.
 - b. The Medical Expense – Any One Accident Limit is the most we will pay under Coverage C. Medical Expense for all medical expense because of "bodily injury" sustained by all persons in any one accident.

The Limits of Coverage of this coverage form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

SECTION IV – GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the member or of the member's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that our administrator is notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when such "occurrence" or offense is known to any of the following:
 - (1) You;
 - (2) Any risk manager or insurance manager of the member;
 - (3) Any elected or appointed official of your governing body;
 - (4) Municipal or district administrator.
 To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any member, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify our administrator as soon as practicable.

- c. You and any other involved member must:
- (1) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our 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.
- d. No member will, except at that member's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this coverage form:

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

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

4. Other Insurance Or Coverage

If other valid and collectible insurance or coverage is available to the member for a loss we cover under Coverages A., B., or C. of this coverage form, our obligations are limited as follows:

a. Primary Insurance Or Coverage

This coverage is primary except when paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance or coverage is also primary. Then, we will share with all that other insurance or coverage by the method described in paragraph c. below.

b. Excess Insurance Or Coverage

(1) This coverage is excess over:

- (a) Any of the other insurance or coverage, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance or coverage for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance or coverage purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion b. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance or coverage available to you covering liability for "damages" arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured or member by attachment of an endorsement.

(2) When this coverage is excess, we will have no duty to defend. If no other insurer defends, we will undertake to do so, but will be entitled to the member's rights against all those other insurers.

(3) When this coverage is excess over other insurance or coverage, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance or coverage would pay for the loss in the absence of this coverage; and
- (b) The total of all deductible and self-insured amounts under all that other insurance or coverage.

- (4) We will share the remaining loss, if any, with any other insurance or coverage that is not described in this Excess Insurance or Coverage provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations.

c. Method Of Sharing

If all of the other insurance or coverage permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or coverage or none of the loss remains, whichever comes first.

If any of the other insurance or coverage does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or coverage to the total applicable limits of insurance or coverage of all insurers.

5. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Separation Of Members

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this coverage form to the first Named Member, this coverage applies:

- a. As if each Named Member were the only Named Member; and
- b. Separately to each member against whom claim is made or "suit" is brought.

7. Transfer Of Rights Of Recovery Against Others To Us

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Asbestos" means the mineral in any form, including but not limited to fibers or dust.
3. "Asbestos hazard" means:
 - a. An actual exposure or threat of exposure to the harmful properties of "asbestos" or
 - b. The presence of "asbestos" in any place, whether or not within a building or structure.
4. "Authorized volunteer" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
5. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

6. "Bodily injury" means bodily injury, sickness, mental anguish or disease sustained by a person, including death resulting from any of these at any time.

7. "Claims Expenses" means expenses incurred by us or the member with our written consent and allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:
- Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".
 - Fees of attorneys the member retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the member is given the right to retain defense counsel to defend against a "claim".

"Claim expenses" are not "damages".

8. "Coverage territory" means:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above; or
 - All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in paragraph a. above;
 - The activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; or
 - "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

Provided the member's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

9. "Covered contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not a "covered contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- Under which the member, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the member's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- A written mutual aid agreement to receive fire or ambulance services from another jurisdiction.

10. "Damages" means monetary compensation. However, "damages" does not include the following:

- a. Fines;
 - b. Penalties;
 - c. Punitive or exemplary "damages";
 - d. Injunctive, declaratory, equitable relief;
 - e. Costs or any attorney's fees arising from any claim or "suit", which seeks a judgment for items a., b., c., and/or d. in this definition.
11. "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.
12. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
13. "Employment practices injury" means one or more of the following offenses, directed against a past, present, future "employee" or an applicant for employment with you, but only when they are employment-related:
- a. Wrongful:
 - (1) Demotion;
 - (2) Failure to promote;
 - (3) Failure to create, apply or enforce any employment-related policy or procedure;
 - (4) Discipline of your current "employee";
 - (5) Refusal to employ;
 - (6) Termination, meaning the actual or constructive termination of your "employee";
 - (7) Denial of training;
 - (8) Deprivation of career opportunity;
 - (9) Negative evaluation;
 - (10) Reassignment;
 - b. Breach of an oral or written contract creating or continuing an employer-employee relationship among the parties to the contract;
 - c. Negligent hiring, evaluation, retention or supervision which results in any of the other offenses listed in this definition;
 - d. Unlawful retaliatory action against any past, present or future "employee" of yours prohibited by any federal, state municipal or local law;
 - e. Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Unlawful sexual harassment or other form of workplace harassment, including hostile work environment and quid pro quo harassment, prohibited by any federal, state, municipal or local law;
 - g. Libel, slander, invasion of privacy, defamation, misrepresentation or humiliation;
 - h. Unlawful discrimination, including, but not limited to, discrimination based upon age, gender, sex, pregnancy, race, color, national origin, religion, sexual orientation, sexual preference, marital status, disability or any other class of persons protected under any federal, state, municipal or local law; or
 - i. Infliction of mental or emotional abuse.
14. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
15. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

16. "Law enforcement activities" means:

Those activities conducted by the member's law enforcement department or agency, activities conducted by any law enforcement department or agency on behalf of the member, any departmentally approved activities and buildings or premises occupied by or maintained by such law enforcement department or agency.

17. "Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.

18. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your operations. "Leased worker" does not include a "temporary worker".

19. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

20. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on roads owned by the member;
- c. Vehicles that travel on crawler treads, including snowmobiles;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

21. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
22. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, televised, videotaped or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, televised, videotaped or electronic publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
23. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
24. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:
 - (1) On, from or in connection with the use of any owned, rented or occupied premises; or
 - (2) In connection with the conduct of your operations, when conducted by you or on your behalf;
 Paragraph a. above is replaced by the following:
 "Products-completed operations hazard" includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products;
 - c. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any member;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

25. "Property damage" means:

- a. 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
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

26. "Suit" means a civil proceeding in which "damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this coverage applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which the member must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the member submits with our consent.

27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

28. "Unmanned Aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

To be controlled directly by a person from within or on the aircraft.

29. "Your product":

a. Means:

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

b. Includes:

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

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

30. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

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

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

EMPLOYERS' LIABILITY (STOP GAP) COVERAGE FORM

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

Throughout this coverage form, the words "you" and "your" refer to the Named Member shown in the Declarations, and any other person or organization qualifying as a member under this coverage form. The words "we", "us", and "our" refer to Ohio Plan Risk Management, Inc.

The word "member" means any person or organization qualifying as such under Section II – Who Is A Member.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGE

1. Coverage Agreement

- a. We will pay those sums that the member becomes legally obligated by Ohio law to pay as "damages" because of "bodily injury by accident" or "bodily injury by disease" to your "employee" arising out of and in the course of employment by you, to which this coverage form applies. We will have the right and duty to defend the member against any proceeding or "suit" seeking those "damages". However, we will have no duty to defend the member against any proceeding or "suit" seeking "damages" to which this coverage form does not apply. We may, at our discretion, investigate and settle any claim, proceeding or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section III – Limits Of Coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Coverage in the payment of judgments or settlements under this coverage form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplementary Payments section of this coverage form.

- b. This coverage form applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers' compensation law" of Ohio; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period;
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The "damages" we will pay, where recovery is permitted by law, include "damages":

- (1) For which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the "damages" claimed against such third party as a result of "bodily injury by accident" or "bodily injury by disease" to your "employee".
- (2) For care and loss of services resulting from the injury referred to in c.(1); and
- (3) For "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee" as a consequence of the injury referred to in c.(1);

provided that these “damages” are the direct consequence of “bodily injury by accident” or “bodily injury by disease” that arise out of and in the course of the injured “employee’s” employment by you.

(4) Because of “bodily injury by accident” or “bodily injury by disease” to your “employee” that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This coverage does not apply to:

a. Contractual Liability

Liability Assumed by you under any contract or agreement.

b. Crew Members

“Bodily injury by accident” or “bodily injury by disease” to a master or member of the crew of any vessel or any member of the flying crew of any aircraft.

c. Fines Or Penalties

Any assessment, fines or penalty imposed for violation of federal or state law, including punitive or exemplary “damages” because of “bodily injury by accident” or “bodily injury by disease” to an “employee” in violation of law.

d. Intentional Injury

“Bodily injury by accident” or “bodily injury by disease” intentionally caused or aggravated by you, or “bodily injury by accident” or “bodily injury by disease” resulting from an act committed by you with the belief that an injury is substantially certain to occur.

e. Failure To Comply With Workers’ Compensation Law

“Bodily injury by accident” or “bodily injury by disease” to an “employee” when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any “workers’ compensation law”.

f. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

g. Statutory Obligations

Any obligation of the member under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

h. Termination, Coercion Or Discrimination

“Damages” arising out of:

- (1) Refusal to employ;

- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions such as coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (4) The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- (1) Whether the member may be held liable as an employer or in any other capacity; and
 - (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury;
- i. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any "employee" while employed in violation of law with your actual knowledge or actual knowledge of any of your executive officers;
 - j. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

 - (1) Knowingly employed by you in violation of any law as to age; or
 - (2) Under the age of 14 years, regardless of any such law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against a member we defend asserting "damages", as defined in this coverage form, the following costs or expenses;

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Coverage. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the member at our request to assist us in the investigation or defense of the claim or "suit", but not loss of earnings.
- d. All costs taxed against the member in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the member.
- e. Prejudgment interest awarded against the member on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Coverage, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Coverage.

These payments will not reduce the Limits of Coverage.

SECTION II - WHO IS A MEMBER

- 1. You are a member, if you are an employer shown as the Named Member in the Declarations or are an employer as the municipal court for which the Named Member in the Declarations is the legislative authority under the Ohio Revised Code.
- 2. Each of the following is also a member while acting within the scope of their employment by you or while performing duties for you relating to the conduct of your operations:
 - a. Any member of the governing body of the Named Member; and
 - b. Any commission; and
 - c. Any board; and
 - d. Any authority, administrative department or other similar unit operated by you or under your jurisdiction.

SECTION III – LIMITS OF COVERAGE

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Members;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The limit shown in the Declarations for Bodily Injury by Accident - Each Accident Limit is the most we will pay for all “damages” covered by this coverage form because of “bodily injury by accident” to one or more “employees” in any one accident.
3. The limit shown in the Declarations for Bodily Injury by Disease - Aggregate Limit is the most we will pay for all “damages” covered by this coverage form and arising out of or “bodily injury by disease”, regardless of the number or “employees” who sustain “bodily injury by disease”.
4. Subject to paragraph 3. above the limit shown in the Declarations for Bodily Injury by Disease - Each Employee Limit is the most we will pay for all “damages” covered by this coverage form because of “bodily injury by disease” to any one “employee”.
5. We will not pay any claims for “damages” after we have paid the applicable limit of coverage under this coverage form.

The Limits of Coverage of this coverage form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

SECTION IV - CONDITIONS

We have no duty to provide coverage under this coverage form unless you and any other member have fully complied with the Conditions contained in this coverage form.

1. Bankruptcy

Bankruptcy or insolvency of the member or of the member’s estate will not relieve us of our obligations under this coverage form.

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that our administrator is notified as soon as practicable of a “bodily injury by accident” or “bodily injury by disease” which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “bodily injury by accident” or “bodily injury by disease” took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or “suit” is brought against any member, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify our administrator as soon as practicable.
- c. You and any other involved member must:
 - (1) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the “suit,” and
 - (4) Do nothing after an injury occurs that would interfere with our right to recover from others and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the member because of injury to which this coverage may also apply.

- d. No member will, except at that member's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this coverage form:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a member obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this coverage form or that are in excess of the applicable limits of coverage. An agreed settlement means a settlement and release of liability signed by us, the member and the claimant or the claimant's legal representative.

4. Other Insurance Or Coverage

If other valid and collectible insurance or coverage is available to the member for a loss we cover under this coverage form, this coverage is excess over any of the other insurance or coverage that was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations. We have no duty to defend the member against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the member's rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all other insurance or coverage would pay for the loss in the absence of this coverage; and
- b. The total of all deductible and self-insured amounts under all that other insurance or coverage.

5. Representations

By accepting this policy, you agree that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you make to us; and
- c. We have issued this policy in reliance upon your representations.

6. Separation Of Members

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in the coverage form to the member shown on the declaration, this coverage applies;

- a. As if each Named Member were the only Named Member; and
- b. Separately to each member against whom claim or "suit" is brought.

7. Transfer Of Rights Of Recovery Against Others To Us

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

SECTION V - DEFINITIONS

1. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
2. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business; provided the member's responsibility to pay "damages" is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
4. "Damages" means monetary compensation. However, "damages" does not include the following:
 - a. Fines;
 - b. Penalties;
 - c. Punitive or exemplary damages;
 - d. Injunctive, declaratory, equitable relief;
 - e. Costs or any attorney's fees arising from any claim or "suit", which seeks a judgment for items a., b., c., and/or d. in this definition.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
8. "Official" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Suit" means a civil proceeding in which "damages" because of "bodily injury by accident" or "bodily injury by disease" to which this coverage applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.
10. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
11. "Workers' Compensation Law" means the Workers' Compensation Law and any Occupational Disease Law of Ohio. This does not include provisions of any law providing non-occupational disability benefits.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

LAW ENFORCEMENT LIABILITY COVERAGE FORM

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

Throughout this coverage form, the words "you" and "your" refer to the Named Member shown in the Declarations, and any other person or organization qualifying as a Named Member under this coverage form. The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

The word "member" means any person or organization qualifying as such under Section II – Who Is A Member.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

SECTION I - COVERAGES

COVERAGE A. – LAW ENFORCEMENT LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the member becomes legally obligated to pay as "damages" because of "bodily injury", "personal injury" or "property damage" caused by a "wrongful act" resulting from "law enforcement activities" or resulting from the ownership, maintenance or use of premises by the member for the purpose of conducting "law enforcement activities" to which this coverage applies. We will have the right and duty to defend the member against any "suit" seeking those "damages". However, we will have no duty to defend the member against any "suit" seeking "damages" because of any "wrongful act" to which this coverage does not apply. We may at our discretion investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section III – Limits of Coverage and in Section IV - Deductibles; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Coverage in the payment of judgments or settlements under this coverage form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This coverage applies to "bodily injury", "personal injury" and "property damage" only if:
- (1) The "bodily injury", "personal injury" or "property damage" is caused by a "wrongful act" that takes place in the "coverage territory";
 - (2) The "bodily injury", "personal injury" or "property damage" occurs during the policy period.
 - (3) Prior to the policy period, no member listed under paragraph 1. of Section II – Who Is A Member and no "employee" or any member described under paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of an occurrence or claim, knew that the "bodily injury", "personal injury" or "property damage" had occurred, in whole or in part. If such a listed member or authorized "employee" knew, prior to the policy period, that the "bodily injury", "personal injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury", "personal injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. A "wrongful act" which takes place during the policy period and was not, prior to the policy period, known to have taken place by any member listed under paragraph 1. of Section II – Who Is A Member or any "employee" or any member described in paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of a claim, includes any continuation, change or resumption of that "wrongful act" after the end of the policy period.
- d. A "wrongful act" will be deemed to have been known to have occurred at the earliest time when any member listed under paragraph 1. of Section II – Who Is A Member or any "employee" or any member

described in paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of a claim:

- (1) Reports all, or any part, of the "wrongful act" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "damages" because of the "bodily injury", "personal injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury", "personal injury" or "property damage" has occurred or has begun to occur.
- e. All claims based on or arising out of the same "wrongful act" or series or interrelated "wrongful acts" by one or more members, including "damages" claimed by any person for care, loss of services or death resulting at any time from the "wrongful act", shall be considered a single claim. Such single claim will be deemed to have been made at the time the first of such claims arising out of such "wrongful act" or interrelated "wrongful acts" was first made, regardless of the number of claims subsequently made.
- f. "Damages" because of "bodily injury" include "damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This coverage does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Any "damages", claim or "suit" arising directly or indirectly out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if "damages" are claimed for notification costs, credit card monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to "damages" because of "bodily injury".

b. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

Any injury or damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph b.(1) applies even if the claims against any member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that member, if the "wrongful act" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

Injury or damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any member. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft that you do not own that is:
 - i. Less than 32 feet long; and
 - ii. Not being used to carry persons or property for a charge;
- (c) A watercraft that you own that is:
 - i. Less than 26 feet long; and

- ii. Not being used to carry persons or property for a charge.
- (d) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the member;
- (e) "Aircraft" that is:
 - i. Hired, chartered or loaned with a paid crew; and
 - ii. Not owned by any member; and
 - iii. Commanded by pilot who holds a currently effective certificate, issue by the duly constituted authority of the United States of America or Canada, designating such pilot a commercial or airline pilot; and
 - iv. Not being used to carry persons or property for a charge.

This exception does not apply to "unmanned aircraft" or if the member has any other insurance or coverage for "bodily injury", "personal injury" or "property damage" liability that would also provide coverage for this exception, whether the other insurance or coverage is primary, excess, contingent or on any other basis. In that case, this exception does not provide any coverage.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by a member, if the "wrongful act" which caused the "bodily injury", "personal injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft", "auto" or watercraft that is owned, operated or hired by, or rented or loaned to any member.

c. Airport Operations

"Bodily injury", "personal injury" or "property damage" arising directly or indirectly out of the maintenance, use, ownership, or operation of any airport, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

d. Asbestos

Any "damages" arising out of:

- (1) Any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "asbestos hazard";
- (2) Any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (3) Any claim or "suit" for "damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

e. Breach Of Contract

Liability arising out of breach of contract.

f. Criminal, Fraudulent Or Malicious Acts

"Damages" arising out of any criminal, dishonest, fraudulent or malicious conduct or other willful violation of laws committed by a member or by anyone with the consent or knowledge of a member, however this exclusion does not apply to any member who did not participate in or have knowledge of such conduct or violation.

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to any member;
- (4) Personal property in the care, custody or control of the member;
This exclusion does not apply to personal property of others in your care, custody or control, up to a maximum of \$100,000 per "wrongful act".
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

h. Deliberate Violation Of Regulations

The deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the member;

i. Electronic Chatrooms Or Bulletin Boards

"Personal injury" arising out of an electronic chatroom or bulletin board the member hosts, owns, or over which the member exercises control.

j. Employer's Liability

"Bodily injury" or "personal injury" to:

- (1) An "employee" of the member arising out of and in the course of:
 - (a) Employment by the member; or
 - (b) Performing duties related to the conduct of the member's operations; or
- (2) An auxiliary law enforcement officer or volunteer law enforcement officer serving under the direction and control of the member.
- (3) The spouse, child, parent, brother or sister of that "employee" or auxiliary law enforcement officer as a consequence of (1) and/or(2) above.

This exclusion applies:

- (1) Whether the member may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

This exclusion does not apply to liability assumed by the member under a "covered contract".

k. Employment Related Practices

"Damages" to:

- (1) A person arising out of any "employment practices Injury":
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "employment practices injury" to that person.

This exclusion applies:

- (1) Whether the member may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the "employment practices injury".

l. Health Care Services

"Damages" arising out of:

- (1) The rendering of or failure to render:
 - (a) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverage;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

(3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

However, this exclusion only applies to healthcare facilities, including but not limited to health clinics, hospital or hospices for inpatients or outpatients that provides diagnosis or treatment, owned or operated by a member.

m. Injury To Auxiliary Or Volunteer Officers

"Bodily injury" or "personal injury" to any auxiliary or volunteer officers whether or not they are members of your organization, while in the course of their duties as such.

n. Lead

"Damages" that:

(1) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "lead hazard"; or

(2) Arise out of any request, demand or order to:

(a) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the "lead hazard"; or

(b) Repair, replace or improve any property as a result of such effects.

(3) Arise out of any claim or any "suit" for "damages" because of:

(a) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the "lead hazard"; or

(b) Repairing, replacing or improving any property as a result of such effects.

As used in this exclusion, "lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.

o. Liability Assumed Under Contract

"Wrongful acts" for which the member is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

(1) That the member would have in the absence of the contract or agreement; or

(2) Arising out of a written mutual aid agreement to receive police or sheriff services from another jurisdiction, provided the "wrongful act" occurred subsequent to the execution of the mutual aid agreement.

p. Non-Monetary Relief

Claims, demands, or actions seeking relief or redress in any form other than "damages", or for any fees, costs or "claim expenses", including attorney's fees which the member may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief.

q. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any member. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional member with respect to your ongoing operations performed for that additional

member at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any member, other than that additional member; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any member or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any member; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any member or any contractors or subcontractors working directly or indirectly on any member's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such member, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such member, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any member or any contractors or subcontractors working directly or indirectly on any member's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement 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"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for "damages" because of "property damage" that the member would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

r. War

- "Bodily injury", "personal injury" or "property damage" however caused, arising, directly or indirectly, out of:
- (1) War including undeclared war;
 - (2) 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
 - (3) Insurrection, rebellion or revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Workers' Compensation And Similar Laws

Any obligation of the member under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

COVERAGE B. - MEDICAL EXPENSES**1. Coverage Agreement**

- a We will pay those sums the member becomes legally obligated to pay as medical expenses as described below for "bodily injury" caused by a "wrongful act":
- (1) On premises you own or rent for the purposes of conducting "law enforcement activities";
 - (2) On ways next to premises you own or rent for the purposes of conducting "law enforcement activities"; or
 - (3) Because of "law enforcement activities";
- provided that;
- (1) The "wrongful act" takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to our administrator within one year of the date of the "wrongful act"; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. These payments will not exceed the applicable Limit of Coverage. We will pay reasonable expenses for:
- (1) First aid administered at the time of the "wrongful act";
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. Any Member
To any member.
- b. Athletics Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- c. Coverage A Exclusions
Excluded under Coverage A.
- d. Detainees
To any inmate, patient or prisoner who is being treated, cared for, detained or imprisoned in any of the facilities owned and operated by you.
- e. Hired Person
To a person hired to do work for or on behalf of any member or a tenant of any member.
- f. Injury On Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.
- g. Workers Compensation And Similar Laws
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.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against a member we defend asserting "damages", as defined in this coverage part, the following costs or expenses:
 - a. All expenses we incur.

- b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Law Enforcement Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Coverage. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the member at our request to assist our administrator in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the member in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the member.
- f. Prejudgment interest awarded against the member on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Coverage, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Coverage.

These payments will not reduce the Limit of Coverages.

- 2. If we defend a member against a "suit" and an indemnitee of the member is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks "damages" for which the member has assumed the liability of the indemnitee in a contract or agreement that is a "covered contract";
 - b. This coverage form applies to such liability assumed by the member;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the member in the same "covered contract";
 - d. The allegations in the "suit" and the information we know about the "wrongful act" are such that no conflict appears to exist between the interests of the member and the interests of the indemnitee;
 - e. The indemnitee and the member ask our administrator to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the member and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with our administrator in the investigation, settlement or defense of the "suit";
 - (b) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with our administrator with respect to coordinating other applicable insurance or coverage available to the indemnitee; and
 - (2) Provide our administrator with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend a member's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable Limit of Coverage in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II - WHO IS A MEMBER

Each of the following is a member:

1. You.
2. Any of the following but only while acting within the scope of their duties for you:
 - a. Any member of the governing body of the Named Member; and
 - b. Any commission; and
 - c. Any board; and
 - d. Any authority, administrative department or other similar unit operated by you or under your jurisdiction.
3. Any elected or appointed officials. However, none of these elected or appointed officials is a member for "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services, but only if the elected or appointed official is licensed as a physician, dentist or psychiatrist. However, this exception does not apply to a physician, dentist or psychiatrist acting as your medical director or administrator or health official for administrative actions within the scope of their duties as such but does apply to any professional acts or omissions performed in the practice of medicine upon patients.
4. Your "employees" and "authorized volunteers" but only for acts within the scope of their employment by you, while performing duties related to the conduct of your operations or as authorized by you. However, none of these "employees" or "authorized volunteers" is a member for:
 - a. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services, but only if the "employee" or "authorized volunteer" is licensed as a physician, dentist or psychiatrist.
 This exception does not apply:
 - (1) To a licensed physician, dentist or psychiatrist acting as your medical director or administrator or health official for administrative actions within the scope of their duties as such but does apply to any professional acts or omissions performed in the practice of medicine upon patients.
 - (2) To your "employees" or "authorized volunteers" for actions which they take or fail to take at an accident or medical emergency requiring sudden action for humanitarian reasons. Such accident or medical emergency may occur outside your jurisdiction, and the actions taken may be outside the scope of the duties normally performed by your "employees" or "authorized volunteers". However, the "employees" or "authorized volunteers" are not members if they take those actions on behalf of another medical emergency organization for which they may be either "employees" or "authorized volunteers".
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by,
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "authorized volunteers".
5. Any person or organization with whom you agreed, pursuant to a written "covered contract" to provide insurance or coverage such as is afforded under this coverage form, but only with respect to your "law enforcement activities".

This provision applies only:

- a. If the injury or damage occurs subsequent to the execution of such "covered contract";
- b. While such "covered contract" is in force, or until the end of the policy period, whichever is earlier; and
- c. To any person or organization not a member under any endorsements forming a part of this coverage form.

In addition to the foregoing, none of the following are members:

- a. Lessors of equipment with respect to injury or damage arising out of such lessor's sole negligence;
- b. Owners, managers, or lessors of land or premises, with respect to:
 - (1) Any "wrongful act" which takes place after you cease to lease such land, or you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on their behalf.

6. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is a member while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also covered, but only with respect to liability arising out of the operation of the equipment, and only if no other coverage of any kind is available to that person or organization.

However, no person or organization is covered with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is covered under this provision.

SECTION III – LIMITS OF COVERAGE

- A. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. Members;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits".
- B. The Law Enforcement Liability – Annual Aggregate Limit is the most we will pay for the sum of all "damages" arising out of all "wrongful acts" to which this coverage form applies.
- C. Subject to B above, the Law Enforcement Liability – Each Wrongful Act Limit is the most we will pay for the sum of all "damages" arising out of
1. Any one "wrongful act"; or
 2. An interrelated series of "wrongful acts".
- D. Subject to paragraph B. above:
- a. The Medical Expense – Any One Person Limit is the most we will pay under Coverage B. Medical Expense for all medical expenses because of "bodily injury" sustained by any one person.
 - b. The Medical Expense – Any One Accident Limit is the most we will pay under Coverage B. Medical Expense for all medical expense because of "bodily injury" sustained by all persons in any one accident.

The Limits of Coverage of this coverage form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

SECTION IV - DEDUCTIBLES

1. Subject to the Limits of Coverage and all other terms and conditions of this coverage form, our obligation to pay "damages" and "claim expenses" on your behalf applies only to the amount of "damages" and "claim expenses" in excess of any Deductible amounts set forth in the Declarations as applicable to Law Enforcement Liability to which this coverage form may apply as a result of:
 - a. Any one "wrongful act"; or
 - b. An interrelated series of "wrongful acts"

Regardless of the number of persons or organizations who sustain "damages" because of that one "wrongful act" or interrelated series of "wrongful acts".
2. The respective Limits of Coverage applicable to each "wrongful act" or interrelated series of "wrongful acts" shall not be reduced by the payment of "damages" in 1. above. The Annual Aggregate Limit also shall not be reduced by such application.
3. The terms of this coverage form, including those with respect to: (a) our rights and duties to defend any claim or "suit" seeking such "damages"; and (b) your duties in the event of a "wrongful act", claim or "suit" apply irrespective of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the member will not relieve us of our obligation under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Claim Or Suit

a. You must see to it that our administrator is notified as soon as practicable of any "wrongful act" which may result in a claim. This requirement applies only when such "wrongful act" is known to any of the following:

- (1) You;
- (2) Any risk manager or insurance manager of the member;
- (3) Any elected or appointed official of your governing body;
- (4) Municipal or district administrator.

you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify our administrator in writing, as soon as practicable.

b. You and any other involved member must:

- (1) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the member because of a "wrongful act" to which this coverage may also apply.

c. No member will, except at that member's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

d. If you become aware of a "wrongful act" that may reasonably be expected to give rise to a claim and for which a claim or "suit" has not yet been received, you must notify our administrator, in writing, as soon as practicable. Such notice must provide:

- (1) A description of the "wrongful act", including all relevant dates;
- (2) The names of the persons involved in the "wrongful act", including names of the potential claimants;
- (3) Particulars as to the reasons why you became aware of and reasonably expect a claim or "suit" which may result from such "wrongful act";
- (4) The nature of the alleged or potential "damages" arising from such "wrongful act"; and
- (5) The circumstances by which the member first became aware of the "wrongful act".

3. Legal Action Against Us

No person or organization has a right under this coverage form:

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

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

We will also not be liable for the member's share of any payment due because of a settlement or judgment for which the member is responsible under Section IV – Deductibles.

4. Other Insurance Or Coverage

If other valid and collectible insurance or coverage is available to the member for a loss we cover under Coverage A or B. of this coverage form, our obligations are limited as follows:

- a. Primary Insurance Or Coverage

This coverage is primary except when paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance or coverage is also primary. Then, we will share with all that other insurance or coverage by the method described in c. below.

b. Excess Insurance Or Coverage

This coverage is excess over any of the other insurance or coverage, whether primary, excess, contingent or on any other basis for providing insurance or coverage for "law enforcement activities".

When this coverage is excess, we will have no duty to defend. If no other insurer defends, we will undertake to do so, but will be entitled to the member's rights against all those other insurers.

When this coverage is excess over other insurance or coverage, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance or coverage would pay for the loss in the absence of this coverage; and
- (2) The total of all deductible and self-insured amounts under all that other insurance or coverage.

We will share the remaining loss, if any, with any other insurance or coverage that is not described in this Excess Insurance Or Coverage provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations.

c. Method Of Sharing

If all of the other insurance or coverage permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or coverage or none of the loss remains, whichever comes first.

If any of the other insurance or coverage does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or coverage to the total applicable limits of insurance or coverage of all insurers.

The method chosen for the handling of other valid insurance or coverage will not affect your responsibility to share with us as specified under Section IV – Deductibles.

5. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Separation Of Members

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Form to the first Named Member, this coverage applies:

1. As if each Named Member were the only Named Member; and
2. Separately to each member against whom the claim is made or "suit" is brought.

7. Transfer Of Rights Of Recovery Against Others To Us

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

SECTION VI – DEFINITIONS

1. "Asbestos" means the mineral in any form, including but not limited to fibers or dust.
2. "Asbestos hazard" means:
 - a. An actual exposure or threat of exposure to the harmful properties of "asbestos" or
 - b. The presence of "asbestos" in any place, whether or not within a building or structure.

3. "Authorized volunteer" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means bodily injury, sickness, mental anguish or disease sustained by a person, including death resulting from any of these at any time.
6. "Claim expenses" means payments incurred by us or the member with our written consent and allocated to a specific claim we investigate, settle or defend, for its investigation, settlement or defense, including:
 - a. Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".
 - b. Fees of attorneys the member retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the member is given the right to retain defense counsel to defend against a claim.

"Claim expenses" are not "damages".
7. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above;

Provided the member's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.
8. "Covered contract" means a part of any other contract or agreement pertaining to "law enforcement activities" under which the member assumes the tort liability of another political subdivision to pay for "personal injury", "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract agreement.

A "covered contract" does not include that part of a contract agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to the member.
9. "Damages" means monetary compensation. However, "damages" does not include the following:
 - a. Fines;
 - b. Penalties;
 - c. Punitive or exemplary "damages";
 - d. Injunctive, declaratory, equitable relief;
 - e. Costs or any attorney's fees arising from any claim or "suit", which seeks a judgment for items a., b., c., and/or d. in this definition.
10. "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.
11. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
12. "Employment practices injury" means one or more of the following offenses, directed against a past, present, future "employee" or an applicant for employment with you, but only when they are employment-related:
 - a. Wrongful:
 - (1) Demotion;

- (2) Failure to promote;
 - (3) Failure to create, apply or enforce any employment-related policy or procedure;
 - (4) Discipline of your current "employee";
 - (5) Refusal to employ;
 - (6) Termination, meaning the actual or constructive termination of your "employee";
 - (7) Denial of training;
 - (8) Deprivation of career opportunity;
 - (9) Negative evaluation;
 - (10) Reassignment;
- b. Breach of an oral or written contract creating or continuing an employer-employee relationship among the parties to the contract;
 - c. Negligent hiring, evaluation, retention or supervision which results in any of the other offenses listed in this definition;
 - d. Unlawful retaliatory action against any past, present or future "employee" of yours prohibited by any federal, state municipal or local law;
 - e. Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Unlawful sexual harassment or other form of workplace harassment, including hostile work environment and quid pro quo harassment, prohibited by any federal, state, municipal or local law;
 - g. Libel, slander, invasion of privacy, defamation, misrepresentation or humiliation;
 - h. Unlawful discrimination, including, but not limited to, discrimination based upon age, gender, sex, pregnancy, race, color, national origin, religion, sexual orientation, sexual preference, marital status, disability or any other class of persons protected under any federal, state, municipal or local law; or
 - i. Infliction of mental or emotional abuse.
13. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
14. "Law enforcement activities" means:
Those activities conducted by the member's law enforcement department or agency, activities conducted by any law enforcement department or agency on behalf of the member, any departmentally approved activities and buildings or premises occupied by or maintained by such law enforcement department or agency.
15. "Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.
16. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your operations. "Leased worker" does not include a "temporary worker".
17. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
18. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that

is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on roads owned by the member;

- c. Vehicles that travel on crawler treads, including snowmobiles;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

19. "Personal injury" means:
- a. Assault and battery;
 - b. Discrimination, unless coverage thereof is prohibited by law;
 - c. False arrest, detention or imprisonment, malicious prosecution or abuse of process;
 - d. Erroneous or improper service of process;
 - e. Humiliation or mental distress;
 - f. Oral, written, televised, videotaped or electronic publication, in any manner, of material:
 - (1) That slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (2) That violates a person's right of privacy;
 except oral, written, televised, videotaped or electronic publication, in any manner, of material in the course of or related to advertising, broadcasting or telecasting activities by or on behalf of the member;
 - g. Violation of civil rights protected under 42 USC 1981 et sequential or State law;
 - h. Violation of property rights; and
 - i. Wrongful entry into, wrongful eviction from, or invasion of the right of occupancy of a room, dwelling or premises that a person occupies.

20. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
21. "Property damage" means:
- 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
 - 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 "wrongful act" that caused it.
22. "Suit" means a civil proceeding in which "damages" because of a "wrongful act" to which this coverage applies are alleged. "Suit" includes:
- An arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
 - Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.
23. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
24. "Unmanned Aircraft" means an aircraft that is not:
- Designed;
 - Manufactured; or
 - Modified after manufacture;
- To be controlled directly by a person from within or on the aircraft.
25. "Wrongful act" means:
- Any actual or alleged act, error or omission, neglect or breach of duty committed by a member while conducting "law enforcement activities" which results in "bodily injury", "personal injury" or "property damage."

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

PUBLIC OFFICIALS ERRORS AND OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Member shown in the Declarations, and any other person or organization qualifying as a Named Member under this coverage form. The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

The word "member" means any person or organization qualifying as such under Section II – Who Is A Member.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERAGES

1. Coverage Agreement

- a. We will pay those sums the member becomes legally obligated to pay as "damages" because of an "errors and omissions injury" or "employment practices injury" arising out of a "wrongful act" to which this coverage applies. We will have the right and duty to defend the member against any "suit" seeking those "damages". However, we will have no duty to defend the member against any "suit" seeking "damages" because of a "wrongful act" to which this coverage does not apply. We may, at our discretion, investigate any incident that may result from a "wrongful act". We may, at our discretion, investigate any "wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section III – Limits Of Coverage and in Section IV – Deductibles; and
- (2) Our right and duty to defend, provided by this coverage form, will end when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This coverage applies to "wrongful acts" only if:

- (1) The "wrongful act" takes place in the "coverage territory";
- (2) The "wrongful act" occurs during the policy period; and
- (3) Prior to the policy period, no member listed under paragraph 1. of Section II – Who Is A Member and no "employee" or any member described under paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of a "wrongful act" or "claim", knew that the "wrongful act" took place, in whole or in part. If such a listed member or authorized "employee" knew, prior to the policy period, that the "wrongful act" took place, then any continuation, change or resumption of such "wrongful act" during or after the policy period will be deemed to have been known prior to the policy period.

- c. A "wrongful act" which takes place during the policy period and was not, prior to the policy period, known to have taken place by any member listed under paragraph 1. of Section II – Who Is A Member or any "employee" or any member described in paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of a "claim", includes any continuation, change or resumption of that "wrongful act" after the end of the policy period.

- d. A "wrongful act" will be deemed to have been known to have occurred at the earliest time when any member listed under paragraph 1. of Section II – Who Is A Member or any "employee" or any member described in paragraphs 2. or 3. of Section II – Who Is A Member authorized by you to give or receive notice of a "claim":

- (1) Reports all, or any part, of the "wrongful act" to us or any other insurer;

- (2) Receives a written or verbal demand or "claim" for "damages" because of the "errors and omissions injury" or "employment practices injury"; or
 - (3) Becomes aware by any other means that "errors and omissions injury" or "employment practices injury"; has occurred or has begun to occur.
- e. All "claims" based on or arising out of the same "wrongful act" or series or interrelated "wrongful acts" by one or more members, including "damages" claimed by any person for care, loss of services or death resulting at any time from the "wrongful act", shall be considered a single "claim". Such single "claim" will be deemed to have been made at the time the first of such "claims" arising out of such "wrongful act" or interrelated "wrongful acts" was first made, regardless of the number of "claims" subsequently made.

2. Exclusions

This coverage does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Any "damages", "claim" or "suit" arising directly or indirectly out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if "damages" are claimed for notification costs, credit card monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

b. Aircraft

Any "damages", "claim" or "suit" arising directly or indirectly out of the ownership, maintenance, use or entrustment to others of any aircraft including any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" or "suit" against any member alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that member, if the "damages", "claim" or "suit" arise out of the ownership, maintenance, use or entrustment to others of any aircraft including any "unmanned aircraft".

c. Airport Operations

Any "damages", "claim" or "suit" arising directly or indirectly out of the maintenance, use, ownership, or operation of any airport, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

d. Asbestos

Any "damages", "claim" or "suit" arising out of:

- (1) Any alleged, actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "asbestos hazard";
- (2) Any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (3) Any testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

e. Benefit To The Named Member

"Damages" arising from any "claim" or "suit" brought by the Named Member or on its behalf where upon payment, the "damages" will become an asset of the Named Member.

f. Breach Of Contract

Any "damages", "claim" or "suit" arising out of any breach of contract.

g. Contractual Liability

Any "claim" or "suit" arising out of any "wrongful act" for which the member is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the member would have in the absence of the contract or agreement.

h. Cost Estimates

Any "damages", "claim" or "suit" arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.

i. Criminal, Fraudulent Or Malicious Acts

Any "damages", "claim" or "suit" arising out of any criminal, dishonest, fraudulent or malicious conduct or other willful violation of laws committed by a member or by anyone with the consent or knowledge of a member, however this exclusion does not apply to any member who did not participate in or have knowledge of such conduct or violation.

j. Eminent Domain

Any "damages", "claim" or "suit" arising out of or in any way connected with the principles of eminent domain, condemnation proceedings or inverse condemnation, adverse possession or dedication by adverse use or by whatever name called.

k. ERISA

Any "damages", "claim" or "suit" arising out of any violation of or failure to comply with the Employee Retirement Security Act of 1974 (ERISA) and its amendments or similar provisions of any federal, state, local or statutory law or common law.

l. Failure To Supply

Any "damages", "claim" or "suit" arising out of the failure of any member to supply gas, oil, water, electricity, or steam; due to capacity inadequacy.

m. Fiduciary Liability

Any "damages", "claim" or "suit" arising out of your activities as a trustee or while acting in a fiduciary capacity including, but not limited to, managing, investing, setting investment policy, oversight responsibilities or providing investment advise for any public or private investment fund, trust or pool.

n. Employment Compensation

Employment compensation including but not limited to:

- (1) Back wages, salary, bonus, overtime; or
- (2) Prospective wages, salary, bonus, overtime or other future economic relief or the equivalent thereof which compensates the claimant for "employment practices injury" beyond the date of settlement or adjudication.

This exclusion applies even if:

- (1) Wages, salaries, bonuses or overtime are designated as liquidated "damages" under any federal, state or local statutes, rules, ordinances or regulations; or
- (2) "Claims" arise from a contract or agreement.

o. General Liability

"Bodily injury", "property damage", "personal and advertising injury" and "employee benefits injury".

p. Health Care Services

Any "damages", "claim" or "suit" arising out of:

- (1) The rendering or failure to render:
 - (a) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverage;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

(3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

q. Landfills And Solid Waste Disposal Sites

Any "damages", "claim" or "suit" arising out of or in any way connected with the operation of a landfill or solid waste disposal site. This exclusion does not apply to waste recycling transfer sites.

r. Law Enforcement

Any "damages", "claim" or "suit" arising out of any "wrongful act" of "law enforcement activities"

However, this exclusion does not apply to "damages", "claims" or "suits" because of an "employment practices injury" arising out of "law enforcement activities" unless otherwise excluded in this form.

s. Lead

Any "damages", "claim" or "suit" that:

(1) Arises out of alleged, actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "lead hazard"; or

(2) Arise out of any request, demand or order to:

(a) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the "lead hazard"; or

(b) Repair, replace or improve any property as a result of such effects.

(3) Arise because of:

(a) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the "lead hazard"; or

(b) Repairing, replacing or improving any property as a result of such effects.

As used in this exclusion, "lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.

t. Loss Of Money

Any "claim" or "suit" arising out of the disappearance or loss of money.

u. Maintaining Insurance Or Coverage

Any "damages", "claim" or "suit" based on or attributable to any "wrongful act" in procuring, effecting and maintaining insurance or coverage, or with respect to amount, form, conditions or provisions of that insurance or coverage.

v. Non-Monetary Relief

"Claims", demands or actions seeking relief or redress, in any form other than "damages", or for fees, costs, or "claim expenses", including attorney's fees which the member may become obligated to pay as a result of any adverse judgment for declaratory relief, equitable relief or injunctive relief.

w. Personal Profit

Any "damages", "claim" or "suit" arising from the member gaining personal profit, remuneration or advantage to which the member was not legally entitled.

x. Pollution

(1) The investigation, settlement or defense of any "claim" or "suit" against any member alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "pollution hazard"; or

(2) The payment of "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such "claim" or "suit" or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

"Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal pollutants, contaminants, irritants or toxic

substances, including smoke, vapors, soot, fumes, acids or alkalis, and waste materials consisting of any of the foregoing.

y. Prior Notice

Any "wrongful act" alleged or contained in any "claim" or "suit" which has been reported, or for which, in any circumstance, notice has been given, under any other prior insurance or coverage policy providing essentially the same type of insurance or coverage.

z. Prior Or Pending Litigation

Any "claim" or "suit" against any member which was pending on, or existed prior to, the policy period shown in the Declarations, or any "claim" or "suit" arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such "claim" or "suit".

aa. Professional Services

Any "damages", "claim" or "suit" arising out of the rendering, or failure to render, professional services by a lawyer, engineer, architect or surveyor. However, this exclusion does not apply to "claims" made against the member while acting solely as a public official or an "employee" of the Named Member.

bb. Securities Offerings

Any "damages", "claim" or "suit" arising from the offering, purchase, sale, exchange, or issuance by any member of securities of the Named Member subject to provisions of the Securities Act of 1933, Securities Exchange Act of 1934 and their amendments, or similar provisions of any federal, state, local or statutory law or common law.

cc. Strikes

Any "damages", "claim" or "suit" arising out of strikes, riots, or civil commotions.

dd. Unfair Competition

Any "damages", "claim" or "suit" arising out of unfair competition or violation of anti-trust laws.

ee. War

Any "damages", "claim" or "suit" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared war;
- (2) 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
- (3) Insurrection, rebellion or revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

ff. Workers' Compensation And Similar Laws

Any obligation of the member under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against any member we defend asserting "damages", as defined in this Coverage Part, the following costs or expenses:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Coverage. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the member at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- d. All court costs taxed against the member in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the member.
- e. Prejudgment interest awarded against the member on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Coverage, we will not pay any prejudgment interest based on that period of time after the offer.

- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Coverage.

Any amounts paid under a. through f. above will not reduce the Limits of Coverage. Any amounts paid under b. through e. above will not be subject to Section IV – Deductibles.

SECTION II – WHO IS A MEMBER

Each of the following is a member:

1. You.
2. Any of the following but only while acting within the scope of their duties for you:
 - a. Any member of the governing body of the Named Member; and
 - b. Any commission; and
 - c. Any board; and
 - d. Any authority, administrative department or other similar unit operated by you or under your jurisdiction.
3. Any elected or appointed officials.
4. Your:
 - a. "Employees" are also members, but only for acts within the scope of their employment for you, while performing duties related to the conduct of your operations or as authorized by you; and
 - b. Former "employees" are also members, but only with respect to "wrongful acts" committed while in your employ.

However, no organization or person is a member for "errors or omissions injury" arising out of the providing or failing to provide professional health care services except where acting as your medical director or administrator or health official for administrative actions within the scope of their duties as such but not to any professional acts or omissions performed in the practice of medicine upon patients.

5. The municipal court for which the named member is the legislative authority under the Ohio Revised Code and those "employees" of the municipal court while acting within the scope of their employment for the court or while performing duties for the municipal court, including the clerk of courts, deputy clerk, bailiffs, and all other court "employees" excluding any presiding or other judges of the court.

Any presiding or other judges of the municipal court for which the named member is the legislative authority under the Ohio Revised Code is a member only while acting within the scope of their employment for the court or while performing duties for the municipal court in their official capacity where no other valid and collectable coverage or insurance exists, but excluding "claims" against any judge or judges in their individual or personal capacity regardless of the existence of other coverage or insurance whether valid or collectable.

SECTION III – LIMITS OF COVERAGE

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Members;
 - b. "Claims" made or "suits" brought; or
 - c. Persons, organizations or government agencies making "claims" or bringing "suits".
2. The Errors and Omission Injury – Annual Aggregate Limit is the most we will pay for the sum of all "damages" because of all "errors and omission injury" arising out of all "wrongful acts" to which this coverage form applies.
3. Subject to 2. above, the Errors and Omissions Injury – Each Wrongful Act Limit is the most we will pay for the sum of all "damages" because of all "errors and omissions injury" arising out of:
 - a. Any one "wrongful act"; or
 - b. An interrelated series of "wrongful acts".
4. The Employment Practices Injury– Annual Aggregate Limit is the most we will pay for the sum of all "damages" because of all "employment practices injury" arising out of all "wrongful acts" to which this coverage form applies.

5. Subject to 4. above, the Employment Practices Injury – Each Wrongful Act Limit is the most we will pay for the sum of all "damages" because of all "employment practices injury" arising out of:
 - a. Any one "wrongful act"; or
 - b. An interrelated series of "wrongful acts".
6. The Limits of Coverage of this coverage form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

SECTION IV – DEDUCTIBLES

1. Subject to the Limits of Coverage and all other terms and conditions of this coverage form, our obligation to pay "damages" and "claim expenses" on your behalf applies only to the amount of "damages" and "claim expenses" in excess of any Deductible amounts set forth in the Declarations as applicable to "errors and omissions injury" or "employment practices injury" to which this coverage form may apply as a result of:
 - a. Any one "wrongful act"; or
 - b. An interrelated series of "wrongful acts"

Regardless of the number of persons, organizations or government agencies who sustain "damages" because of that one "wrongful act" or interrelated series of "wrongful acts".
2. The respective Limits of Coverage applicable to each "wrongful act" or interrelated series of "wrongful acts" shall not be reduced by the payment of "damages" in 1. above. The Annual Aggregate Limit also shall not be reduced by such application.
3. The terms of this coverage form, including those with respect to: (a) our rights and duties to defend any "claim" or "suit" seeking such "damages"; and (b) your duties in the event of a "wrongful act", "claim" or "suit" apply irrespective of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the member or of the member's estate will not relieve us of our obligations under this coverage form.

2. Duties In The Event Of A Wrongful Act, Claim Or Suit

- a. If a "claim" is received by any of the following:
 - (1) You;
 - (2) Any risk manager or coverage manager of the member;
 - (3) Any elected or appointed official of your governing body;
 - (4) Municipal or district administrator.

you must:

 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify our administrator in writing, as soon as practicable.
- b. You and any other involved member must:
 - (1) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the member because of a "wrongful act" to which this coverage may also apply.

- c. No member will, except at that member's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- d. If you become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim" or "suit" and for which a "claim" or "suit" has not yet been received, you must notify our administrator, in writing, as soon as practicable. Such notice must provide:
 - (1) A description of the "wrongful act", including all relevant dates;
 - (2) The names of the persons involved in the "wrongful act", including names of the potential claimants;
 - (3) Particulars as to the reasons why you became aware of and reasonably expect a "claim" or "suit" which may result from such "wrongful act";
 - (4) The nature of the alleged or potential "damages" arising from such "wrongful act"; and
 - (5) The circumstances by which the member first became aware of the "wrongful act".

3. Legal Action Against Us

No person or organization has a right under this coverage form:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a member obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this coverage form or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the member and the claimant or the claimant's legal representative.

We will also not be liable for the member's share of any payment due because of a settlement or judgment for which the member is responsible under Section IV – Deductibles.

4. Other Insurance Or Coverage

If other valid and collectible insurance or coverage is available to the member, for a loss we cover under this coverage form, our obligations are limited as follows:

a. Primary Insurance or Coverage

This coverage is primary except when paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance or coverage is also primary. Then, we will share with all that other insurance or coverage by the method described in c. below.

b. Excess Insurance or Coverage

This coverage is excess over any of the other insurance or coverage, whether primary, excess, contingent or on any other basis for providing insurance or coverage for "errors and omissions injury" and/or "employment practices injury".

When this coverage is excess, we will have no duty to defend. If no other insurer defends, we will undertake to do so, but will be entitled to the member's rights against all those other insurers.

When this coverage is excess over other insurance or coverage, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance or coverage would pay for the loss in the absence of this coverage; and
- (2) The total of all deductible and self-insured amounts under all that other insurance or coverage.

We will share the remaining loss, if any, with any other insurance or coverage that is not described in this Excess Insurance Or Coverage provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations.

c. Method Of Sharing

If all of the other insurance or coverage permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or coverage or none of the liability remains, whichever comes first.

If any of the other insurance or coverage does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or coverage to the total applicable limits of insurance and coverage of all insurers.

The method chosen for the handling of other valid coverage will not affect your responsibility to share with us as specified under Section IV – Deductibles.

5. Representations

By accepting this coverage form, you agree that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Separation Of Members

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this coverage form to the first Named Member, this coverage applies:

- a. As if each Named Member were the only Named Member; and
- b. Separately to each member against whom "claim" is made or "suit" is brought.

7. Transfer Of Rights Of Recovery Against Others To Us

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

SECTION VI – DEFINITIONS

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's", including their dependents and beneficiaries, participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

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

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

3. "Asbestos" means the mineral in any form, including but not limited to fibers or dust.

4. "Asbestos hazard" means:

- a. An actual exposure or threat of exposure to the harmful properties of "asbestos" or
- b. The presence of "asbestos" in any place, whether or not within a building or structure.

5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. "Claim" means a demand received by any member for "damages" arising out of "errors and omissions injury" or "employment practices injury" because of an alleged "wrongful act", including the institution of a "suit" against any member for such "damages".

7. "Claim expenses" means payments incurred by us or the member with our written consent and allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:

- a. Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".
- b. Fees of attorneys the member retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the member is given the right to retain defense counsel to defend against a "claim".

"Claim expenses" are not "damages".

- 8. "Coverage territory" means:
 - a. The United States of America (including its territories or possessions), Puerto Rico and Canada; or
 - b. All parts of the world if the member's responsibility to pay "damages" is determined in a "suit" on the merits brought in the territory described in paragraph a. above or in a settlement we agree to.
- 9. "Damages" means monetary compensation. However, "damages" does not include the following:
 - a. Fines;
 - b. Penalties;
 - c. Punitive or exemplary "damages";
 - d. Injunctive, declaratory, equitable relief;
 - e. Costs or any attorney's fees arising from any "claim" or "suit", which seeks a judgment for items a., b., c., and/or d. in this definition.
- 10. "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.
- 11. "Employee" includes a "leased worker" and a "temporary worker" but does not include an independent contractor.
- 12. "Employee benefits injury" means injury that arises out of any negligent act, error or omission in the "administration" of your "employee benefits programs".
- 13. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- 14. "Employment practices injury" means one or more of the following offenses, directed against a past, present, future "employee" or an applicant for employment with you, but only when they are employment-related:
 - a. Wrongful:
 - (1) Demotion;
 - (2) Failure to promote;
 - (3) Failure to create, apply or enforce any employment-related policy or procedure;
 - (4) Discipline of your current "employee";
 - (5) Refusal to employ;
 - (6) Termination, meaning the actual or constructive termination of your "employee";

- (7) Denial of training;
 - (8) Deprivation of career opportunity;
 - (9) Negative evaluation;
 - (10) Reassignment;
- b. Breach of an oral or written contract creating or continuing an employer-employee relationship among the parties to the contract;
 - c. Negligent hiring, evaluation, retention or supervision which results in any of the other offenses listed in this definition;
 - d. Unlawful retaliatory action against any past, present or future "employee" of yours prohibited by any federal, state municipal or local law;
 - e. Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Unlawful sexual harassment or other form of workplace harassment, including hostile work environment and quid pro quo harassment, prohibited by any federal, state, municipal or local law;
 - g. Libel, slander, invasion of privacy, defamation, misrepresentation or humiliation;
 - h. Unlawful discrimination, including, but not limited to, discrimination based upon age, gender, sex, pregnancy, race, color, national origin, religion, sexual orientation, sexual preference, marital status, disability or any other class of persons protected under any federal, state, municipal or local law; or
 - i. Infliction of mental or emotional abuse.
15. "Errors and omission injury" means injury or damage caused by:
- a. Neglect or breach of duty; or
 - b. Misstatement or misleading statement
- of any member while acting within the scope of his or her duties as authorized by you.
16. "Law enforcement activities" means those activities conducted by the member's law enforcement department or agency, activities conducted by any law enforcement department or agency on behalf of the member, any departmentally approved activities and buildings or premises occupied by or maintained by such law enforcement department or agency.
17. "Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.
18. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
20. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, televised, videotaped or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, televised, videotaped or electronic publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
21. "Property damage" means:

- a. 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
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

22. "Suit" means a civil proceeding in which "damages" because of a "wrongful act" to which this coverage form applies are alleged, including:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the member must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the member submits with our consent; or
 - c. Any administrative proceeding or hearing conducted by a governmental agency (federal, state or local) having the proper legal authority over the matter in which such "damages" are claimed.
23. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
24. "Unmanned aircraft" means an aircraft that is not:
 - a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;To be controlled directly by a person from within or on the aircraft.
25. "Wrongful act" means:

Any actual or alleged act, error or omission, neglect or breach of duty committed by a member in the performance of their duties, which results in an "error and omissions injury" or "employment practices injury".

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EMPLOYEE BENEFITS LIABILITY COVERAGE**

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

A. The following is added to Section I – Coverages:

COVERAGE – EMPLOYEE BENEFITS LIABILITY**1. Coverage Agreement**

a. We will pay those sums that the member becomes legally obligated to pay as “damages” because of any act, error or omission, of the member, or of any other person for whose acts the member is legally liable, to which this coverage applies. We will have the right and duty to defend the member against any "suit" seeking those "damages". However, we will have no duty to defend the member against any "suit" seeking "damages" to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Paragraph D.; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This coverage applies to "damages" only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission occurs during the policy period; and
- (3) Prior to the policy period, no member listed under Paragraph 1. of Section II – Who Is An Member and no "employee" authorized by you to give or receive notice of a "claim", knew that the act, error or omission had occurred, in whole or in part. If such a listed member or authorized "employee" knew, prior to the policy period, that the act, error or omission occurred, then any continuation, change or resumption of such act, error or omission during or after the policy period will be deemed to have been known prior to the policy period.

c. A "claim" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any member listed under paragraph 1. of Section II – Who Is An Member or any "employee" or any member described under paragraphs 2. or 3. of Section II – Who is a Member authorized by you to give or receive notice of a "claim", includes any continuation, change or resumption of that act, error or omission after the end of the policy period.

d. A "claim" seeking "damages" will be deemed to have been known to have occurred at the earliest time when any member listed under Paragraph 1. of Section II – Who Is An Member or any "employee" or any member described under paragraphs 2. or 3. of Section II – Who is a Member authorized by you to give or receive notice of a "claim":

- (1) Reports all or any part, of the act, error or omission to us or any other insurer;
- (2) Receives a written or verbal demand or "claim" for "damages" because of the act, error or omission; or
- (3) Becomes aware by any other means that the act, error or omission has occurred or has begun to occur.

- e. All "claims" for "damages" made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including "damages" claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any member.

2. Exclusions

This coverage does not apply to:

- a. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the member, from the applicable funds accrued or other collectible insurance or coverage.

- b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

- c. Dishonest, Fraudulent, Criminal Or Malicious Act

"Damages" arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any member, including the willful or reckless violation of any statute.

- d. ERISA

"Damages" for which any member is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

- e. Failure To Perform A Contract

"Damages" arising out of failure of performance of contract by any insurer.

- f. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- g. Insufficiency Of Funds

"Damages" arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- h. Employment-Related Practices

"Damages" arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

- j. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- B. For the purposes of the coverage provided by this endorsement:

- 1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
- 2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

- C. For the purposes of the coverage provided by this endorsement, Paragraph 4. of Section II – Who Is A Member is replaced by the following:

Each of the following is also a member:

1. Each of your "employees" who is or was authorized to administer your "employee benefit program".
2. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

D. For the purposes of the coverage provided by this endorsement, Section III – Limits Of Coverage is replaced by the following:

1. Limits Of Coverage

- a. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Members;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all "damages" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all "damages" sustained by any one "employee", including "damages" sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Coverage.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of Section IV – General Liability Conditions are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that our administrator is notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer "damages" as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any member, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify our administrator as soon as practicable.
- c. You and any other involved member must:
 - (1) Immediately send our administrator copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

- (4) Assist our administrator, upon request, in the enforcement of any right against any person or organization which may be liable to the member because of an act, error or omission to which this coverage may also apply.
- d. No member will, except at that member's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance or Coverage

If other valid and collectible insurance or coverage is available to the member for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance or Coverage

This coverage is primary except when Paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance or coverage is also primary. Then, we will share with all that other insurance or coverage by the method described in Paragraph c. below.

b. Excess Insurance or Coverage

- (1) This coverage is excess over any of the other insurance or coverage, whether primary, excess, contingent or on any other basis for providing insurance or coverage for acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (2) When this coverage is excess, we will have no duty to defend the member against any "suit" if any other insurer has a duty to defend the member against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the member's rights against all those other insurers.
- (3) When this coverage is excess over other insurance or coverage, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance or coverage would pay for the loss in absence of this coverage; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance or coverage.
- (4) We will share the remaining loss, if any, with any other insurance or coverage that is not described in this Excess Insurance or Coverage provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations.

c. Method Of Sharing

If all of the other insurance or coverage permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of or coverage, or none of the loss remains, whichever comes first.

If any of the other insurance or coverage does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance or coverage to the total applicable limits of insurance or coverage of all insurers.

G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's", including their dependents and beneficiaries, participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for "damages" as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 12. and 27. in the Definitions Section are replaced by the following:
 12. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 27. "Suit" means a civil proceeding in which "damages" because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the member must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the member submits with our consent.

Named Member: City of Delphos	Policy Number: 10002588PKGOHP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCEPTION – POLLUTION – SCHEDULED OPERATIONS

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

SCHEDULE

OPERATIONS		LIMITS OF COVERAGE
X	Pesticide or Herbicide Application	\$ 1,000,000 Each Occurrence Limit \$ 3,000,000 Aggregate Limit
X	Water Treatment Chemical Application for the sole purpose of purifying or treating water	
X	Swimming Pool Chemical Application for the sole purpose of treating water for recreational swimming	
X	Streets And Roads, Parking Lot, Driveway And Sidewalk Chemical Application during snow and ice removal	
X	Fire and Hazmat Chemical Application during emergency operations	
X	Mace, Pepper Spray And Tear Gas Release in an emergency situation as part of law enforcement operations	

It is agreed that, subject to the terms of the policy and coverage form to which this endorsement is attached not expressly modified herein, the following applies:

1. It is agreed that paragraph 1. of Exclusion aa. of Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability does not apply to "bodily injury" and "property damage" resulting from a "short-term pollution event" arising out of the Operations described in the Schedule above if there is an "x" next to the Operation.
2. With respect to Pesticide or Herbicide Application, coverage applies if the operation is performed by "employees" of the Named Member who are licensed or certified to perform such application if required by law; and if the operation meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.
3. With respect to Pesticide or Herbicide Application, coverage applies if the operation is performed by "employees" or volunteers of the Named Member and no license or certification to perform such application is required by law.
4. With respect to Swimming Pool Chemical Application, Water Treatment Chemical Application and Streets And Roads, Parking Lot, Driveway And Sidewalk Chemical Application, coverage applies if the operation is performed by "employees" of the Named Member; and if the operation meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.
5. With respect to Fire and Hazmat Chemical Application, coverage applies if the operation is performed by "employees" or volunteers of the Named Member; and if the operation meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

6. With respect to Mace, Pepper Spray And Tear Gas Release, coverage applies if the release is initiated by "employees" of the Named Member during an emergency; and if the operation meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.
7. With respect to Swimming Pool Chemical Application and Water Treatment Chemical Application this exception does not apply unless the operations are performed on premises owned by or rented to any member.
8. This coverage does not apply to any injury or damage arising out of the storage of chemicals.
9. The most we will pay under this endorsement is the Each Occurrence Limit and Aggregate Limit shown in the schedule above.

The Limits of Coverage shown in the Schedule above are part of, and not in addition to, the Limits of Coverage shown on the Declarations Page as the Each Occurrence Limit and the General Aggregate Limit.

10. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
 - a. Begins during the policy period;
 - b. Begins at an identified time and place;
 - c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
 - d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same "pollutant" from essentially the same source of a previous discharge, dispersal, release or escape;
 - e. Does not originate from an "underground storage tank"; and
 - f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event".

11. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCEPTION – GAS AND ELECTRIC DISTRIBUTION

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Operations

Bodily Injury and Property Damage - Each
Occurrence

Electric Distribution

With respect to operations designated in the Schedule above, Exclusion r. Gas And Electric, of Section I – Coverages, Coverage A. Bodily Injury and Property Damage Liability does not apply.

Named Member: City of Delphos	Policy Number: 10002588PKGOHP16
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERED CONTRACT DEFINITION – RAILROAD EASEMENT

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Railroad

Delphos Terminal Company, Inc, it successors, assigns or affiliated companies.

Designated Job Site

Water pipeline under the railroad at or near Mile Post MP 74.

With respect to operations performed for or affecting the Railroad and Designated Job Site in the schedule above, the definition of "covered contract" in the Section V - Definitions is replaced by the following:

9. "Covered contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not a "covered contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- a. That indemnifies an architect, engineer or surveyor for injury of damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them if that is the primary cause of the injury or damage;
- b. Under which the member, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the member's rendering or failure to render professional services, including those listed in paragraph a. above and supervisory inspection or engineering services.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NON-MONETARY RELIEF DEFENSE ENDORSEMENT**

This endorsement modifies coverage provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSION AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

It is agreed that, subject to the terms of the coverage form to which this endorsement is attached not expressly modified herein, the following applies:

SECTION I – COVERAGES**1. Coverage Agreement**

- a. We will pay "claim expenses" that we incur or that the member incurs at our request because of an "administrative hearing" or a "suit" that we investigate and defend seeking only "non-monetary relief" because of a "wrongful act" which results in an "errors and omissions injury" or "employment practices injury" to which this endorsement applies.

We will have the right and duty to defend the member at or against an "administrative hearing" or a "suit" seeking only "non-monetary relief" because of a "wrongful act" which results in an "errors and omissions injury" or "employment practices injury" to which this coverage applies. However, we will have no duty to defend the member at or against any "administrative hearing" or "suit" seeking only "non-monetary relief" for any injury or "damages" to which this policy does not apply.

We may at our discretion investigate any "wrongful act" and settle any such "claim" or "suit" that may result. However:

- (1) The amount we will pay is limited as described in Section II – Limits Of Coverage of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable Non-Monetary Relief Defense Annual Aggregate Limit in the payment of "claim expenses" under this endorsement.

No obligation to pay "claim expenses" or any other liability to pay sums or perform acts or services is covered unless explicitly provided for under this endorsement.

- b. This endorsement and the coverage form to which it is attached apply to "claim expenses" arising out of a "wrongful act" only if:
- (1) The "wrongful act" takes place in the "coverage territory"; and
 - (2) The "wrongful act" occurs during the policy period.
- c. If the coverage form to which this endorsement is attached applies on a Claims Made basis the following applies:
- A "claim" will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim", after being received by any member, is reported to our administrator in writing; or
 - (2) When a "claim" against a member is made directly to our administrator in writing.

A "claim" received by the member during the policy period and reported to our administrator within 30 days after the end of the policy period will be considered to have been reported within the policy period. However, this 30-day grace period does not apply to "claims" that are covered under any subsequent insurance or coverage you purchase, or that would be covered but for exhaustion of the amount of insurance or coverage applicable to such "claims".

- d. If during the policy period you become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim" against any member, you must provide notice to our administrator in accordance with the provisions of Section V, Condition 2. Duties In The Event Of A Claim Or Wrongful Act, Claim Or Suit. If such notice is provided, then any "claim" subsequently made against any member arising out of that "wrongful act" shall be deemed under this policy to be a "claim" made during the policy period in which the "wrongful act" was first reported to our administrator.

2. Exclusions

In addition to the exclusions forming a part of the coverage form to which this endorsement is attached, this endorsement does not apply to:

a. Damages

"Damages" including fines, penalties, punitive or exemplary "damages".

b. Cost of Compliance

The cost of compliance with any "claim" or "suit" for "non-monetary relief".

c. Penalties

Any "damages", loss, cost, civil fine or penalty against any member arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency or judicial entity.

3. Supplementary Payments

For the purposes of this endorsement only, Section I – Coverages, Item 3. Supplementary Payments is deleted in its entirety.

SECTION II – LIMITS OF COVERAGE

For purposes of this endorsement only, the following is added to Section III – Limits Of Coverage:

The Non-Monetary Relief Defense Annual Aggregate Limit shown in the Declarations is the most we will pay for all "claim expenses" for "claims" or "suits" seeking "non-monetary relief" because of "errors and omissions injury" and "employment practices injury" arising out of your "wrongful acts".

The Non-Monetary Relief Defense Annual Aggregate Limit of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Non-Monetary Relief Defense Annual Aggregate Limit.

SECTION III – DEFINITIONS

1. In addition to the definitions forming a part of the coverage form to which this endorsement is attached, the following definitions apply to this endorsement:

"Administrative hearing" means a formal administrative or regulatory proceeding established under federal, state or local laws that takes place outside the judicial process before hearing examiners who have been granted judicial authority specifically for the purpose of conducting such proceeding and is commenced by the filing of a notice of charges, formal investigative order or similar document, including but not limited to administrative remedies associated with budget disputes and Section 504 of the Rehabilitation Act, Americans with Disabilities Act, Individuals with Disabilities Education Act, and any rules or regulations promulgated under the foregoing statutes or any other similar law.

"Non-monetary relief" means declaratory, equitable or injunctive relief.

2. For the purposes of this endorsement only, the definitions of "claim" and "suit" are deleted in their entirety and replaced by the following.

- a. "Claim" means a demand received by any member for "non-monetary relief" alleging injury or damage including the institution of an "administrative hearing" or a "suit" for "non-monetary relief" against any member.

- b. "Suit" means a civil proceeding in which "non-monetary relief" is sought as a result of a "wrongful act" which resulted in "errors and omissions injury" or "employment practices injury" to which this coverage form applies.

"Suit" includes:

- (1) An arbitration proceeding in which such "non-monetary relief" is claimed and to which the member must submit or does submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such "non-monetary relief" is claimed and to which the member submits with our consent.

SECTION IV – DEDUCTIBLE

1. Subject to the Limits of Coverage and all other terms and conditions of this endorsement and the coverage form to which it is attached, our obligation to pay "claim expenses" on your behalf applies only to the amount of "claim expenses" for "non-monetary relief" defense in excess of any Deductible amounts set forth in the Declarations as applicable to "non-monetary relief" defense to which this endorsement may apply as a result of:
 - a. Any one "wrongful act"; or
 - b. An interrelated series of "wrongful acts"; or
 - c. A series of incidents, circumstances or behaviors which arise from a common cause, regardless of the number of persons or organizations injured, included in an "administrative hearing" or bringing "suit" because of that one "wrongful act" or interrelated series of "wrongful acts".
2. The Non-monetary Relief Defense Annual Aggregate shall not be reduced by the application of the Non-Monetary Relief Defense Deductible in 1. above.
3. The terms of the policy of which this endorsement forms a part, including those with respect to: (a) our rights and duties to defend any "claim" or "suit" seeking "non-monetary relief" to which this endorsement may apply; and (b) your duties in the event of a "wrongful act", "claim" or "suit" apply regardless of the application of the deductible.
4. We may pay any or all of the deductible amount as "claim expenses" or to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCEPTION – BACK WAGES ENDORSEMENT

This endorsement modifies coverage provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSION AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

It is agreed that, subject to the terms of the coverage form to which this endorsement is attached not expressly modified herein, the following applies:

SECTION I – COVERAGES

1. Coverage Agreement

- a. We will pay those sums that the member becomes legally obligated to pay as “back wages” and/or “claim expenses” as a result of an “employment practices injury” to which this coverage applies. We will have the right and duty to defend the member against any “suit” seeking “back wages” because of any “employment practices injury” to which this coverage applies. However, we will have no duty to defend the member against any “suit” seeking “back wages” for any “employment practices injury” to which this coverage does not apply. We may at our discretion investigate any “employment practices injury” and settle any “claim” or “suit” that may result. But:

- (1) The amount we will pay for “back wages” and/or “claim expenses” is limited as described in Section II – Limits Of Coverage; and
- (2) Our right and duty to defend end when we have used up the applicable Back Wages Annual Aggregate in the payment of “back wages” and/or “claim expenses” under this endorsement.

No obligation to pay “back wages” and/or “claim expenses” or any other liability to pay sums or perform acts or services is covered unless explicitly provided for under this endorsement.

- b. This endorsement and the coverage form to which it is attached apply to “back wages” and/or “claim expenses” arising out of a “wrongful act” only if:
- (1) The “wrongful act” takes place in the “coverage territory”; and
 - (2) The “wrongful act” occurs during the “policy period”.

2. Exclusions

In addition to the exclusions forming a part of the coverage form to which this endorsement is attached, this endorsement does not apply to:

- a. Damages
“Damages” including fines, penalties, punitive or exemplary “damages”.
- b. Penalties

Any “damages”, loss, cost, civil fine or penalty against any member arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency or judicial entity.

3. Supplementary Payments

For the purposes of this endorsement only, Section I – Coverages, Item 3. Supplementary Payments is deleted in its entirety.

SECTION II – LIMITS OF COVERAGE

For purposes of this endorsement only, the following is added to Section III – Limits Of Coverage:

The Back Wages – Annual Aggregate Limit shown in the Declarations is the most we will pay for the sum of all “back wages” and/or “claim expenses” for “claims” or “suits” because of all “employment practices injury” arising out of all “wrongful acts” or series of “wrongful acts”.

The Back Wages – Annual Aggregate Limit of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Back Wages – Annual Aggregate Limit.

SECTION III – DEFINITIONS

1. In addition to the definitions forming a part of the coverage form to which this endorsement is attached, the following definition applies to this endorsement:

“Back wages” means monetary wages that would have been earned in the past if a person had been employed or promoted or received a wage increase.

Back wages does not include:

 - a. Any benefits including but not limited to defined benefit or contribution plans, insurance benefits and educational expenses;
 - b. Any compensation earned in the course of employment by an “employee” but not paid by the member;
 - c. Any accrued vacation or sick time/pay earned prior to the “employment practice injury”;
 - d. Any wage loss resulting from any lockout, strike, picket line, replacement of workers or other similar actions in connection with labor disputes, labor negotiations or collective bargaining agreements.
2. For the purposes of this endorsement only, the definitions of “claim”, “suit” and “wrongful act” are deleted in their entirety and replaced by the following.
 - a. “Claim” means a demand received by any member for “back wages” arising out of “employment practices injury” because of an alleged “wrongful act” including the institution of a “suit” for “back wages” against any member.
 - b. “Suit” means a civil proceeding in which “back wages” is sought as a result of a “wrongful act” which resulted in an “employment practices injury” to which this coverage form applies.
 - c. “Wrongful act” means any actual or alleged act, error or omission, neglect or breach of duty by a member, which results in an “employment practices injury”.

SECTION IV – DEDUCTIBLE

1. Subject to the Limits Of Coverage and all other terms and conditions of this endorsement, our obligation to pay “back wages” and “claim expenses” on your behalf applies only to the amount of “back wages” and “claim expenses” in excess of the deductible amount set forth in the Declarations as applicable to Back Wages to which this endorsement may apply as a result of:
 - a. Any one “wrongful act”;
 - b. An interrelated series of “wrongful acts”;
 - c. A series of incidents, circumstances or behaviors which arise from a common cause; regardless of the number of persons or organizations who sustain “back wages” loss because of that one “wrongful act” or interrelated series of “wrongful acts”.
2. The Back Wages Annual Aggregate shall not be reduced by the application of the Back Wages Deductible in 1. above.
3. The terms of the policy of which this endorsement forms a part, including those with respect to: (a) our rights and duties to defend any “claim” or “suit” seeking “back wages” to which this endorsement may apply; and (b) your duties in the event of a “wrongful act”, “claim” or “suit” apply regardless of the application of the deductible.
4. We may pay any or all of the deductible amount as “claim expenses” or to effect settlement of any “claim” or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

MALICIOUS ACT COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Member in the Declarations and any other person or organization qualifying as a member under this coverage form. The words "we", "us", "our" and "Plan" refer to the Ohio Risk Management Plan, Inc.

The word "Named Member" means any entity shown on the Declarations. The word "member" means any person or organization qualifying as such under Section II - Who Is A Member.

Other words and phrases that appear in quotation marks are defined in Section V - Definitions of this coverage form.

SECTION I - COVERAGES

A. Coverage Agreement

1. We will pay "malicious act injury or death benefits", "malicious act expenses" and "claim expenses" as a result of "bodily injury" arising out of a "malicious act" to which this coverage form applies.

We may, at our discretion, investigate any "malicious act" and settle any such claim that may result, but;

- a. The amount we will pay is limited as described in the Section III - Limits of Coverage; and
- b. Our right and duty to pay end when we have used up the applicable limit for payments to which this coverage form applies.

No obligation to pay sums or perform acts or services is covered unless explicitly provided for under this coverage form.

2. This Coverage Form applies to a "malicious act" if:
 - a. The "malicious act" takes place in the "coverage territory", and occurs during the "policy period";
 - b. The "malicious act" takes place on the Named Member's property, at a location used by you for an event sponsored or supervised by you or on board the named member's vehicle;
 - c. However, for "employees" and elected or appointed board members, coverage applies anywhere in the "coverage territory" if directly related to their roles, actions and responsibilities for the Named Member.
3. If the "malicious act" is committed or is deemed to be committed in more than one "policy period", the applicable "policy period" shall be the "policy period" in which the "malicious act" was first committed.
4. The "malicious act" shall be deemed to have been first committed at that point in time when such "malicious act" commenced whether or not such "malicious act" was known, apparent or manifest at that time.
5. Two or more claims arising out of one "malicious act" or a series of interrelated "malicious acts" shall be considered as arising out of a single "malicious act";
6. However, 3., 4. and 5. above shall be subject to a single Malicious Act Coverage Form's Limits of Coverage.

B. Exclusions

1. This coverage form does not cover "malicious act injury or death benefits", "malicious act expenses" or "claims expenses" resulting directly or indirectly from:

- a. Asbestos

Any injury, "damages", judgments, settlements, loss, cost or expenses that:

- (1) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (2) Arise out of any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (3) Arise out of any claim because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

b. Fire

Any injury to fire department personnel arising out of their respective duties in response to a call, including on the way to or from the scene. This exclusion does apply to a "malicious act" committed by individuals against fire department personnel. For the purpose of this exception, an arson is not a "malicious act".

c. Fungi Or Bacteria

- (1) Any injury or damage in any way or to any extent arising out of or which would not have occurred and/or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. This includes:
 - (a) Any supervision, instruction, recommendations, warnings, or advice given or which should have been given in connection with the above; and
 - (b) Any obligation to share "damages" with or repay someone else who must pay "damages" because of such injury or damage.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removal, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of "fungi" or bacteria by any member or by any other person or entity.

d. Law Enforcement

Any injury, "damages", judgments, settlements, loss, cost or expenses that arises out of:

- (1) Any "malicious acts" committed by detainees of any law enforcement agency;
- (2) Any "malicious acts" committed by individuals against law enforcement officers who are off the member's premises responding to a call for assistance, responding to an incident or while on duty in a security capacity.

e. Lead

Any injury, "damages", judgments, settlements, loss, cost or expenses that:

- (1) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "lead hazard"; or
- (2) Arise out of any request, demand or order to:
 - (a) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the lead hazard; or
 - (b) Repair, replace or improve any property as a result of such effects.
- (3) Arise out of any claim or any suit for damages because of:
 - (a) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the "lead hazard"; or
 - (b) Repairing, replacing or improving any property as a result of such effects.

f. Pollution

- (1) Any injury or damage arising out the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement 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"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

g. Toxic Materials

The use, release or escape of pathogenic or poisonous biological or chemical materials or of nuclear materials, or to any incident that directly or indirectly results in nuclear reaction or radiation or radioactive contamination.

h. War

Any injury or "damages", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Workers Compensation And Similar Laws

Any obligation of the member under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

2. This coverage form does not cover:

a. Perpetrator

Any perpetrator or any person participating in the planning or execution of any "malicious act".

b. Suicide

Anyone who takes their own life.

c. Gang Members

Any individual who is a member of a gang and participates in an activity that causes or results in a "malicious act".

d. Damages

"Damages".

e. Defense Of A Claim

The defense of a claim or suit against a member for liability arising out of a "malicious act".

C. Supplementary Payments

We will pay, with respect to any covered "malicious act," fees, costs or expenses you incur in the event of a covered "malicious act":

- 1. Up to \$25,000 for the cost of group trauma counseling services performed by an independent contractor provider to employees who were physically present and sustained "bodily injury" during a "malicious act" incurred up to 60 days after a covered "malicious act";
- 2. Up to \$25,000 for the cost of extra security performed by an independent contractor provider incurred up to 30 days after a covered "malicious act";
- 3. Up to \$25,000 for the cost of "temporary workers" to replace employees who were physically present and sustained "bodily injury" during a "malicious act" incurred up to 30 days after a covered "malicious act";

4. Up to \$10,000 for the cost of the rental of substitute premises of a size and condition similar to the location not in use due to a covered "malicious act" incurred up to 30 days after a covered "malicious act";
5. Up to \$10,000 for the cost of job retraining expenses to retrain the named member's employees who were present and sustained "bodily injury" during a "malicious act" incurred up to 30 days after a covered "malicious act";
6. Up to \$5,000 for recruitment cost expenses to replace employees who were physically present and sustained "bodily injury" during a "malicious act" incurred up to 90 days after a covered "malicious act"; and
7. Up to \$10,000 for "crisis management" expenses performed by an independent contractor provider incurred up to 60 days after a covered "malicious act". However, we will not pay fees, costs or expenses that you incur:
 - a. To be in compliance with laws, regulations or ordinances, including but not limited to:
 - (1) The Gramm-Leach-Bliley act;
 - (2) The Health Insurance Portability and Accountability Act;
 - (3) The California Security Breach Notification Act; or
 - (4) Any similar law, regulation or ordinance requiring an organization to notify people that their private personal information was or may have been accessed without their authorization.
 - b. In notifying others of an unauthorized access to or use of electronic data containing their "personally identifiable information" or private or confidential information that you control, store, own or maintain. Such information includes, but is not limited to:
 - (1) Social security numbers;
 - (2) Medical or health care information;
 - (3) Driver's license numbers;
 - (4) Credit, debit, bank or other financial account numbers;
 - (5) Security access numbers, codes or passwords; or
 - (6) Other non-public, personal information entrusted to you.

SECTION II - WHO IS A MEMBER

Each of the following is a member:

1. Named Member
2. Your "employees", "temporary workers" and "authorized volunteers" at the time a "malicious act" takes place.
3. Any duly elected or appointed officials of your governing body at the time a "malicious act" takes place.
4. Visitors, customers, contractors and vendors while on the member's premises or at the location of and during an activity organized and/or paid for by the named member at the time a "malicious act" takes place.

SECTION III – LIMITS OF COVERAGE

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Members;
 - b. Claims made;
 - c. Persons making claims; or
 - d. Perpetrators.
2. The Malicious Act General Aggregate Limit is the most we will pay for the sum of:
 - a. "Malicious act injury and death benefits";
 - b. "Malicious act expenses"; and

c. "Claim expenses".

3. Subject to Paragraph 2 above, the Medical Expenses Aggregate Limit is the most we will pay under "malicious act injury or death benefits" for the sum of all medical expenses arising out of any one "malicious act".
4. Subject to Paragraph 3. above, the Medical Expense Limit - Per Member is the most we will pay under "malicious act injury or death benefits" for medical expenses sustained by any one covered member arising out of any one "malicious act".
5. Subject to Paragraph 2. above, the Death Benefit Aggregate Limit is the most we will pay under "malicious act injury or death benefits" for the sum of all death benefits arising out of any one "malicious act".
6. Subject to Paragraph 5. above, the Death Benefit Limit - Per Member is the most we will pay under "malicious act injury or death benefits" for death benefits sustained by any one covered member arising out of any one "malicious act".
7. Subject to Paragraph 2. above, the Emergency Medical Services Aggregate Limit is the most we will pay under "malicious act expenses" for the sum of all emergency medical services arising out of any one "malicious act".
8. Subject to Paragraph 7. above, the Emergency Medical Services Limit - Per Member is the most we will pay under "malicious act expenses" for emergency medical services sustained by any one covered member arising out of any one "malicious act".
9. Subject to Paragraph 2. above, the Funeral Services Aggregate Limit is the most we will pay under "malicious act expenses" for the sum of all funeral services arising out of any one "malicious act".
10. Subject to Paragraph 9. above, the Funeral Services Limit - Per Member is the most we will pay under "malicious act expenses" for funeral services sustained by any one covered member arising out of any one "malicious act".
11. Subject to Paragraph 2. above, the Personal Counseling Services Aggregate Limit is the most we will pay under "malicious act expenses" for the sum of all counseling services arising out of any one "malicious act".
12. Subject to Paragraph 11. above, the Personal Counseling Services Limit - Per Member is the most we will pay under "malicious act expenses" for counseling services sustained by any one covered member arising out of any one "malicious act".
13. Subject to Paragraph 2. above, the Travel Services Aggregate Limit is the most we will pay under "malicious act expenses" for the sum of all travel services arising out of any one "malicious act".
14. Subject to Paragraph 13. above, the Travel Services Limit - Per Member is the most we will pay under "malicious act expenses" for travel services sustained by any one covered member arising out of any one "malicious act".
15. The Limits of Coverage of this coverage form applies to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Coverage.
16. Once the Aggregate Limit for claims and "claim expenses" has been paid for the "policy period", and in accordance with this section, no more claims will be payable for the "policy period".

If it is likely the Malicious Act General Aggregate Limit is exhausted before all claims are satisfied, claims stemming from a single "malicious act" will be prioritized and payable in the following order:

- a. "Malicious Act Injury and Death Benefits"
 - (1) Death benefits
 - (2) Medical services expenses
- b. "Malicious Act Expenses"
 - (1) Emergency medical services expenses
 - (2) Funeral services expenses

- (3) Personal counseling services expenses
- (4) Travel services expenses
- c. "Malicious acts" will be recognized in the order they are reported to us per Section IV- Conditions, 5. Duties in the Event of a "Malicious Act";
- d. Claims arising from a "malicious act" will be paid in the order they are reported to us per Section IV- Conditions, 5. Duties in the Event of a "Malicious Act";
- e. Claims reported on the same day will be pro-rated if a reduction in "benefits" is warranted as a result of the Aggregate Limit being exhausted.

SECTION IV – CONDITIONS

1. Arbitration

- a. If we and a member disagree whether the member is entitled to payment under this coverage form or do not agree as to the amount of payment under this coverage form, then either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days either party may request that selection of the third arbitrator be made by a judge of a court having jurisdiction.
- b. Ohio law shall apply to the arbitration, which arbitration shall be conducted in Franklin County, Ohio. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. The costs of arbitration shall be borne equally by the parties, provided, however, that the arbitrators may assess one party more heavily than the other for these costs upon a finding that the party did not make a good faith effort to settle the dispute informally when it first arose. Each party shall be responsible for its own attorneys' fees.

2. Bankruptcy

Bankruptcy or insolvency of the member or of a member's estate will not relieve us of our obligations under this coverage form.

3. Duties in the Event of a "Malicious Act"

- a. The member must see that our administrator is notified as soon as practicable but no later than within 30 days of a "malicious act", which may result in a claim under this coverage form.
To the extent possible, notice should include:
 - (1) How, when and where the "malicious act" took place;
 - (2) The names and addresses of any injured persons and witnesses;
 - (3) The nature and location of any injury arising out of the "malicious act"; and
 - (4) Copies of police reports.
- b. You and any other involved member must:
 - (1) Immediately send our administrator copies of any service invoices, demands or other pertinent correspondence or documentation received in connection with the claim;
 - (2) Authorize our administrator to obtain records and other information;
 - (3) Cooperate with our administrator in the investigation of the "malicious act" or settlement of the claim; and
 - (4) Assist our administrator, upon request, in the enforcement of any right against any person or organization, which may be liable to the member because of injury to which this coverage form may also apply.
- c. No member will, except at that member's own cost, make a payment, assume any obligation, or incur any expense, without our consent.

4. Legal Action Against Us

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against us for the recovery of any claim under this coverage form unless the member has satisfied all of the conditions that

the member is required to complete under the terms and conditions of this coverage form, including but not limited to protecting our rights of recovery against others, and unless the lawsuit or arbitration is commenced within one year from the date of the "malicious act".

5. Other Insurance or Coverage

This coverage is excess over any other insurance or coverage that would apply to a covered claim or "malicious act", whether primary, excess, contingent or on any other basis, except for life insurance or when the other insurance or coverage is purchased specifically to apply in excess of this coverage.

If this coverage is excess over other insurance or coverage, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance or coverage would pay for claims in the absence of this coverage; and
- b. The total of all deductible and self-insured amounts under all that other insurance or coverage.

If you have other "malicious act" coverage similar to this coverage, we will pay our share of the covered Limits of Coverage. Our share is that proportion of the applicable Limits of Coverage under this coverage bears to the Limits of Coverage of all coverage provided on the same basis.

6. Proof of Loss

All claims will be payable to the covered member upon receipt and acceptance by us of Proof of Loss. Proof of Loss may include, for death;

- a. A coroner's report, death certificate, police report; or
- b. Other evidence of the death accepted by us.

All other claims are subject to receipt by us of service invoices and police reports.

7. Representations

By accepting this coverage form, you agree:

- a. The statements in the Declarations are accurate and complete;
- a. Those statements are based upon representations you made to us;
- b. We have issued this coverage form in reliance upon your representations; and
- c. If you should unintentionally fail to disclose all hazards at the inception of this coverage form, we shall not deny coverage under this coverage form because of such failure.

8. Right to Examine

We have a right and opportunity at our own expense to examine the person of any individual whose injury is the basis of a claim when and as often as it may reasonably be required during the pendency of a claim and to make an autopsy, in case of death, where it is not forbidden by any law.

9. Separation of Members

Except with respect to the Limits of Coverage and any rights or duties specifically assigned in this coverage form to the Named Member, this coverage form applies:

- a. As if each Named Member were the only Named Member; and
- b. Separately to each member against whom claim is made.

10. Transfer Of Rights Of Recovery Against Others To Us

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

SECTION V – DEFINITIONS

1. "Asbestos" means the mineral in any form, including but not limited to fibers or dust.
2. "Asbestos hazard" means:
 - a. An actual exposure or threat of exposure to the harmful properties of "asbestos" or
 - b. The presence of "asbestos" in any place, whether or not within a building or structure.

3. "Authorized volunteer" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
4. "Bodily injury" means direct physical injury or resulting death to a person. "Bodily injury" does not mean mental anguish, sickness or disease.
5. "Claim expenses" means all expenses incurred by us to investigate, defend and settle claims, including our administrative costs and our attorney fees.
6. "Coverage territory" means:
 - a. The United States of America (including it's territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the "malicious act" does not occur in the course of travel or transportation to or from any place not included in a. above.
7. "Crisis management expense" means the following reasonable fees, costs and expenses incurred by us or by you with our consent to mitigate negative publicity against you resulting from a covered claim:
 - a. The retention of a public relations consultant; or
 - b. A crisis management consultant.
8. "Employee" means a person employed by the Named Member for wages, salary, or other compensation, including any "leased workers". But "employee" does not include any independent contractor, any "employees" of any independent contractor or any "temporary worker" or "authorized volunteer".
9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
10. "Hostage" means a person who is seized or held captive by force to secure the takers demands.
11. "Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.
12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include "temporary worker".
13. "Malicious act" means a single act, or multiple acts whether continuous or sporadic and/or any related acts caused by one perpetrator or by two or more perpetrators acting together in the planning or execution of such act or acts, against any person including taking "hostages" that:
 - a. Is carried out without sufficient warning so as to afford reasonable opportunity to avoid or prevent the act; and
 - b. Is carried out through the use of:
 - (1) A physical object, instrument, device, tool or weapon, other than the human body; or
 - (2) A motorized vehicle;
 For the purpose of injuring any person; and
 - c. Causes "bodily injury" to a member who did not initiate or participate in the planning of the act.
14. "Malicious act expenses" means the following:
 - (1) Emergency Medical Services

Reasonable and necessary fees, costs or expenses incurred by or on behalf of a covered member for emergency medical transport via ambulance, aircraft or watercraft including emergency medical services or supplies provided to the injured member.
 - (2) Funeral Services

Reasonable and necessary fees, costs or expenses incurred on behalf of a deceased covered member for a deceased covered member's funeral services, preparation for burial and burial including, but not limited to payments for a burial plot, funerary supplies and equipment incidental to such funeral services, preparation for burial and burial.
 - (3) Personal Counselling Services

Reasonable and necessary fees, costs or expenses incurred by or on behalf of a covered member for personal counselling services by an independent contractor provider for up to 90 days after a "malicious act" for a covered member and the family of such covered member.

(4) Travel Services

Reasonable and necessary fees, costs or expenses incurred by a covered member to travel from the location where the "malicious act" occurred to the covered member's residence or an equivalent sum to travel to a location for further treatment; and

- (a) Expenses incurred by the natural or adoptive parents, legal guardians, spouse, or children of the covered member to travel to and/or from the location where the "malicious act" occurred and to reside at the location where the "malicious act" occurred until the covered member is capable of returning home.
- (b) Expenses incurred to transport the remains of a deceased covered member from the location where the "malicious act" occurred to the location of interment, cremation or disposal. However, we will not pay more than would have been incurred to return the remains of the deceased covered member to the city, county or province of origin.

Reasonable expenses include:

- (a) Coach air transportation and/or ground transportation; and
- (b) Standard class hotel accommodations.

15. "Malicious act injury and death benefit" means the following:

(1) Medical Expenses

Reasonable and necessary fees, costs or expenses incurred by or on behalf of a covered member solely and directly as a result of "bodily injury" arising out of a covered "malicious act", including:

- (a) First aid administered at the time of a "malicious act";
- (b) Medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) Hospital and professional nursing services.

Provided that the expenses are incurred and reported to us within one year of the date of the "malicious act".

(2) Death Benefit

Lump sum payment to the estate of a deceased covered member whose death is a result of a covered "malicious act".

16. "Personally identifiable information" means Information which can be used to distinguish or trace an individual's identity alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual.

17. "Policy period" means the period beginning with the inception date shown in the Declarations and ending with the earlier of:

- a. The expiration date shown in the Declarations; or
- b. The date of cancellation of this policy; or
- c. The date the Aggregate Limit is exhausted.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

AUTO COVERAGE FORM

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

Throughout this coverage form the words "you" and "your" refer to the Named Member shown in the Declarations or the municipal court for whom you act as Legislative Authority under section 1901 of the Ohio Revised Code. The words "we", "us" and "our" refer to Ohio Plan Risk Management, Inc.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section V - Definitions.

SECTION I - COVERED AUTO

Item Seven of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designates the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

- 1 ANY "AUTO".
- 2 OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the coverage period begins.
3. OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage period begins.
4. OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS". Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage period begins.
5. OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own which are required to have No Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage period begins provided they are required to have No Fault benefits in the state where they are licensed or principally garaged.
6. OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage period begins provided they are subject to the same state uninsured motorists requirement.
7. SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit on file with the Ohio Risk Management Plan, Inc.).
8. HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent, borrow or commandeer. This does not include any "autos" you lease, hire, rent, borrow or commandeer from any of your "employees" or partners or members of their households.
9. NON-OWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your operations. This includes "autos" owned by your "employees" or partners or members of their households but only while used in your business or your personal affairs.
10. OWNED "EMERGENCY AUTOS". Only those "emergency autos" you own other than the private passenger type. This includes those "emergency autos" you acquire ownership of after the coverage period begins.

B. OWNED AUTOS ACQUIRED AFTER THE POLICY BEGINS

1. If symbols 1, 2, 3, 4, 5, 6 or 10 are entered next to a coverage in the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 5,000 pounds or less designed primarily for travel on public roads.
2. "Mobile Equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

We will pay all sums the "member" legally must pay as "damages" because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums a "member" legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance, or use of covered "autos". However we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident".

We have the right and duty to defend any "member" against a "suit" asking for such "damages" or a "covered pollution cost or expense". However, we have no duty to defend any "member" against a "suit" seeking "damages" for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this coverage does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Limit of Coverage has been exhausted by payment of judgments or settlements.

1. Who Is A Member

The following are "members":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto" and their agents, employees or provided drivers. This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) An independent contractor or an employee or agent of an independent contractor hired:

- (a) By you;
- (b) By the owner of a covered "auto" hired or borrowed by you; or
- (c) By anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is owned by you or is a "trailer" connected to a covered "auto" you own.

- c. Anyone liable for the conduct of a "member" described above but only to the extent of that liability.
- d. An "employee" of yours is a "member" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- e. Anyone with whom you agreed, pursuant to a written "covered contract" to provide insurance or coverage such as is afforded under this coverage form, but only with respect to covered "autos".

This provision applies only:

- (1) If the injury or damage occurs subsequent to the execution of such "covered contract";
- (2) While such "covered contract" is in force, or until the end of the policy period, whichever is earlier;
- (3) To any person or organization not a "member" under any endorsements forming a part of this policy.

In addition to the foregoing, the owner of any hired or borrowed "auto" is not a "member" with respect to loss or damage arising out of such owner's sole negligence.

- f. The owner of covered commandeered "auto" while the "auto" is in your temporary care, custody or control and is being used as part of your operations.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Coverage, we will pay for the "member":

- (1) All expenses we incur.
- (2) Up to \$500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "member" we defend, but only for bond amounts within our Limit of Coverage.
- (4) All reasonable expenses incurred by the "member" at our request, including actual loss of earning up to \$500 a day because of time off from work.
- (5) All court costs taxed against the "member" in any "suit" against the "member" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "member".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "member" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limits of Coverage.

b. Out-of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limits of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

c. Long Term Hired Autos Specified As Covered Autos You Own

While any covered "auto" is rented or leased under a written rental or lease agreement to you for a period of six months or longer and is being used by or for you, its owner or anyone else from whom you

rent or lease the covered "auto" is a "member" but only for that covered "auto". However, the owner or lessor is a "member" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You;
2. Any of your "employees" or agent; or
3. Any person, except the owner or lessor of any "employee" or agent of the owner or lessor, operating an "auto" with permission of any of 1 or 2 above.

This extension does not apply to "employee" or agents of the owner or lessor of the covered "auto".

d. Pollution

1. As respects "private passenger type autos" and "light trucks", paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded under paragraph d., 1. above, Exclusion 5. Care Custody or Control does not apply.
3. As used in this extension:
 - (a) "Private passenger type auto" means a private passenger, station wagon type or mini-van.
 - (b) "Light truck" means a truck or van that has a gross vehicle weight (GVW) of 10,000 pounds or less.

B. EXCLUSIONS

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "member". This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from actions taken to protect persons or property and arising out of the use of a covered "auto".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for "damages":

- a. Assumed in a contract or agreement that is a "covered contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "member" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "member" or the "member's" insurer or coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "member" arising out of and in the course of:
 - (1) Employment by the "member"; or
 - (2) Performing the duties related to the conduct of the "member's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "member" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "member" under a "covered contract". For the

purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Care, Custody And Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "member" or in the "member's" care, custody or control. But this exclusion does not apply:

- a. To liability assumed under a sidetrack agreement; or
- b. As respects any covered "auto" licensed or used to transport the public, property of the "member's" passengers while such property is carried by the covered "auto".

However, the most we will pay under 5.b. is \$1,000 per person. The deductible provision does not apply to this additional coverage under 5.b.

6. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "member" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "member".

7. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

8. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6. b. and 6. c. of the definition of "mobile equipment".

9. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties and representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

10. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "member"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "member" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "member".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if;

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6. b. and 6. c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "member" with respect to "pollutants" not in or upon a covered "auto" if;

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned, or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

11. War

"Bodily injury" or "property damage" 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.

12. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply while that covered "auto" is being prepared for such a contest or activity.

- 13. "Bodily Injury" to any volunteer firefighter or other volunteer worker of the "member" if sustained while such person is using or maintaining a covered "auto" or is otherwise engaged in other volunteer fire fighting, rescue squad or ambulance corps operations of the "member".
- 14. "Bodily Injury" to any fellow volunteer firefighter or other volunteer worker of the "member" if sustained in the course of volunteer fire fighting, rescue squad or ambulance corps operations.

C. LIMITS OF COVERAGE

Regardless of the number of covered "autos", "members", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all "damages" and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limits of Coverage for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage Endorsement, Uninsured or Underinsured Motorist Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to \$25 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under the Collision Coverage.

With respect to private passenger type "autos" only, no deductible applies to glass damage if the glass is repaired rather than replaced.

In addition, the deductible for comprehensive coverage will be waived if the damage is caused by hitting a bird or animal.

4. Coverage Extensions

a. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which a "member" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto"; or
- (2) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this extension is the lesser of:

- (1) Necessary and actual expenses incurred; or
- (2) \$50 per day, to a maximum of \$1,500.

b. Personal "Auto" Physical Damage Extension

If Auto Physical Damage Coverage is purchased we will pay the lesser of;

- (1) \$500; or
- (2) The amount of the deductible under any other "auto" policy available;

To cover damage to a private passenger, pickup truck, or van type "auto" owned by a volunteer firefighter, emergency medical technician, public official or "employee" of your entity while engaged in the activities of your entity.

c. Rental Reimbursement "Emergency Autos"

We will reimburse you for the rental of a substitute "emergency auto" to continue normal operations where your "emergency auto" has been lost or damaged and you do not have equivalent spare "emergency autos" at your disposal. This coverage shall be limited to expenses you incur 48 hours

after you report the "loss" to us. This reimbursement shall continue until your "emergency auto" has been repaired, replaced or until the need no longer exists, whichever occurs first. We will reimburse you up to \$1,000 per day. However the maximum limit shall be \$20,000 for expenses during any coverage period. As a condition of receiving this reimbursement you must make reasonable efforts to repair or replace the lost or damaged property as soon as possible. We will not apply any deductible to this coverage.

d. Rental Reimbursement Other Than "Emergency Autos"

We will reimburse you for the rental of a substitute covered "auto" other than an "emergency auto" to continue normal operations where your covered "auto" has been lost or damaged and you do not have equivalent spare "autos" at your disposal. This coverage shall be limited to expenses you incur 48 hours after you report the "loss" to us. This reimbursement shall continue until your covered "auto" has been repaired, replaced, until the need no longer exists, whichever occurs first. We will reimburse you up to \$750 per day. However the maximum limit shall be \$10,000 for expenses during any coverage period. As a condition of receiving this reimbursement you must make reasonable efforts to repair or replace the lost or damaged property as soon as possible. We will not apply any deductible to this coverage.

e. "Emergency Auto" Equipment

We will pay for damage to or "loss" of equipment from an "emergency auto" or police car if this equipment is:

- (1) Permanently attached; or
- (2) Regularly attached to the covered "emergency auto" or police car with a bracket or similar device; or
- (3) Regularly carried in a compartment or enclosure of the covered "emergency auto" or police car which is specifically designed for the equipment; or
- (4) Obviously required to complete the covered "emergency auto's" or police car's ability to operate in its intended use.

f. Freezing

- (1) We will pay for damage to or "loss" of your "emergency auto" equipment due to freezing or extremes of temperature unless it is caused by failure to maintain your "emergency auto" equipment.
- (2) We will pay for damage to or "loss" of a covered "auto" including its equipment used for street, road or sewer construction, maintenance or cleaning including but not limited to water trucks, street sweepers, sewer vacs and jet vacs due to freezing or extremes of temperature unless it is caused by failure to maintain the covered "auto" or its equipment.
- (3) Such equipment shall include but is not limited to pumps, gauges, nozzles, tanks, etc.
- (4) Coverage for damage to or "loss" of engines and transmissions are not included under this extension.

g. Recertification Of "Emergency Auto" Equipment

We agree to extend this policy to cover costs necessary to recertify "emergency auto" apparatus made necessary by a physical damage "loss" covered by this policy.

h. Additional Available Limit

At your option, you may purchase 25% more limit at the time of "loss" for an "emergency auto" covered under this form provided:

- (1) The "emergency auto" is
 - (a) Stolen and not recovered;
 - (b) Stolen and recovered and the repairs are greater than 100% of the replacement cost limit shown on the application for the applicable "emergency auto" that suffered the "loss"; or
 - (c) Repaired for damage resulting from other covered Comprehensive or Collision "loss" where the repairs are greater than 100% of the replacement cost limit shown on the application for the applicable "emergency auto" that suffered the "loss"; and

- (2) The "emergency auto" is 5 years old or newer; and
- (3) The additional limit must be purchased in the amount of 25% regardless of the amount needed to fully replace or repair your "emergency auto".

This 25% additional limit will be calculated based on the replacement cost limit shown on the application for the applicable "emergency auto" that suffered the "loss". The 25% additional limit may be purchased at the current rate.

However, C. Limits of Coverage, will still be applicable as the most we will pay under this extension.

i. Loan or Lease Gap Coverage

If a "member" acquires a covered "auto" under a long-term lease or has an outstanding loan, we will pay in the event of a total "loss" your additional legal obligation to the lessor or lienholder for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan up to a maximum of \$25,000.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; or lease termination fees.

j. Auto Theft

1. We will pay for reasonable expense of returning a stolen covered "auto" to you; and
2. If you have purchased Comprehensive Coverage for an "auto" you own and that "auto" is stolen, we will pay for your "personal effects" and the "personal effects" of your "employees" if those "personal effects" were stolen with the "auto", based on the lesser of:
 - a. The actual cash value of the stolen "personal effects" as of the time of "loss"; or
 - b. The cost of repairing or replacing the stolen "personal effects" with other property of like kind and quality.

If the "personal effects" are recovered with the "auto", but they were damaged due to the "auto" theft, we will pay the lesser of:

- a. The actual cash value of the damaged "personal effects" as of the time of "loss"; or
- b. The cost of repairing or replacing the damaged "personal effects" with other property of like kind and quality.

We will pay up to a maximum of \$250 for all "personal effects", regardless of the number of "personal effects", stolen or damaged, per each "auto" theft.

This coverage is excess over any other collectible coverage or insurance available to you or your "employees".

"Personal effects" means tangible property that is worn or carried about the person. "personal effects" does not include jewelry, money or securities.

The deductible provision does not apply to this additional coverage.

k. Customized Equipment

We will pay the additional repair or replacement costs necessary to customize a damaged "auto" with equipment, other than audio, visual or electronic equipment, of like kind and quality that was included with the "auto" prior to a "loss". We will also pay the cost of installation into or onto a replacement "auto" if the covered "auto" is not repairable.

The customization will include painting, lettering and permanently installed safety equipment, but is not limited to these items.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. Nuclear Hazard
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this policy:
 - a. Wear and tear, freezing, mechanical or electrical breakdown other than granted by a covered extension.
 - b. Blowouts, punctures or other road damage to tires.

However, this exclusion does not apply to such "loss" resulting from the total theft of a covered "auto". In addition as relates to mechanical breakdown does not apply to the accidental discharge of an airbag.

4. We will not pay for "loss" to any of the following unless included under a covered extension:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in paragraph c. above.

Exclusions 4. c. and 4. d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. LIMITS OF COVERAGE

1. Unless replacement cost or stated amount is specified, the most we will pay for "loss" in any one "accident" to any one covered "auto" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

2. For those covered "autos" where replacement cost is specified:

The most we will pay for "loss" in any one "accident" to any one "auto" is the Replacement Cost Limit or the cost of repair, whichever is less, minus any applicable deductible. However, we will not pay more for "loss" or damage on a replacement cost basis than the least of:

- a. The Replacement Cost Limit shown on the auto schedule on file with us applicable to the damaged or stolen "auto"; or
- b. The amount you actually spend that is necessary to repair or replace the damaged or stolen "auto".

However, if the cost of repair of a damaged "auto" is greater than 75% of the replacement cost value of the damaged "auto" or the "auto" is stolen; and:

- a. If the Replacement Cost Limit shown on the auto schedule on file with us applicable to the damaged or stolen "auto" is equal to or greater than 80% of the replacement cost value, we will pay the cost to replace the damaged or stolen "auto" with a new "auto" of comparable material and quality and used for the same purpose; or
- b. If the Replacement Cost Limit shown on the auto schedule on file with us applicable to the damaged or stolen "auto" is less than 80% of the replacement cost value, we will not pay more than the least of:
 - (1) The Replacement Cost Limit shown on the auto schedule on file with us applicable to the damaged or stolen "auto"; or
 - (2) The cost to replace the damaged or stolen "auto" with a preowned "auto" of comparable material and quality and used for the same purpose.

Should we replace a damaged or stolen "auto", we shall have the rights to all recovery and salvage.

3. For those covered "autos" where stated amount is specified, the most we will pay for "loss" in any one "accident" to any one "auto" is the Stated Amount Limit or the cost of repair or replacement, whichever is less, minus any applicable deductible. However, we will not pay more for "loss" or damage on a stated amount basis than the least of:
 - a. The Stated Amount Limit shown on the auto schedule on file with us applicable to the damaged or stolen "auto";
 - b. The cost to repair or replace the damaged or stolen "auto" with property of like kind and quality and used for the same purpose.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. DEDUCTIBLE

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

In the event of damage to two or more covered "autos" while parked at the same location arising out of a single Comprehensive Coverage "loss", the following applies:

1. If the largest Comprehensive deductible applicable to any damaged covered "auto" is \$500 or less a maximum of \$1,000 will apply to the Comprehensive deductibles applicable to all damaged covered "autos" for the total "loss".
2. If the largest Comprehensive deductible applicable to any damaged covered "auto" is greater than \$500 the largest Comprehensive deductible applicable to any damaged "auto" will apply only once to the total "loss".

SECTION IV - GOVERNMENTAL AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. LOSS CONDITIONS

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give our administrator or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "member's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "member" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "member's" own cost.
 - (2) Immediately send our administrator copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with our administrator in the investigation, settlement or defense of the claim or "suit".
 - (4) Authorize our administrator to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit our administrator to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give our administrator a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "member" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "member" liability.

4. Loss Payee – Physical Damage Coverages

- a. We will pay you and any loss payee with whom you agreed, pursuant to a written contract to provide insurance or coverage such as is afforded under this coverage form for "loss" to a covered "auto", in their order of precedence, as interests may appear unless the "loss" results from conversion, secretion or embezzlement on your part.
- b. We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest.
- c. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

5. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
 - c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
6. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover "damages" from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the "member" or the "member" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "member", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Driver Evaluation

The coverage provided by this coverage form is based upon the drivers you told us you would permit to operate covered "autos" on or after the inception date of this policy. We have the right but not the duty to evaluate those drivers, and any additional or replacement drivers, using the state Motor Vehicle Record and the automobile claim history of each driver. Based upon our evaluation, we may subsequently exclude automobile coverage for any "auto" while being operated by one or more of these drivers.

The exclusion of coverage will be applicable to each driver listed on the Schedule of Excluded Drivers endorsement and when attached to the policy will be effective on the inception date of the policy or the effective date shown on the endorsement for a driver, whichever is later.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance Or Coverage

- a. For any covered "auto" you own, this coverage form provides primary coverage. For any covered "auto" you don't own, the coverage provided by this coverage form is excess over any other collectible insurance or coverage. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under a "covered contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limits of Coverage of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico; and
- (4) Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

7. Two Or More coverage forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limits of Coverage under all the coverage forms or policies shall not exceed the highest applicable Limits of Coverage under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance or coverage over this coverage form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your operations, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered a "covered contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

A "covered contract" does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

That the "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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "member";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "member" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "member".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6. b. or 6. c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to a "member" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

F. "Damages" means monetary compensation: However, "damages" does not include the following:

1. Fines;
2. Penalties;
3. Punitive or exemplary "damages";
4. Injunctive, declaratory, equitable relief;

5. Costs or any attorney's fees arising from any claim or "suit", which seeks a judgment for items a., b., c., and/or d. in this definition.
- G. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- H. "Emergency Autos" means fire fighting, ambulance or rescue "autos" other than private passenger "autos".
- I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- J. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- K. "Loss" means direct and accidental loss or damage.
- L. "Member" means any person or organization qualifying as a member in the Who Is A Member provision of the applicable coverage. Except with respect to the Limits of Coverage, the coverage afforded applies separately to each "member" who is seeking coverage or against whom a claim or "suit" is brought.
- M. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads, including all-terrain vehicles;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads, including snowmobiles;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- N. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- O. "Property damage" means damage to or loss of use of tangible property.
- P. "Suit" means a civil proceeding in which:
1. "Damages" because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense",

To which this coverage applies, are alleged.

"Suit" includes:

1. An arbitration proceeding in which such "damages" or "covered pollution costs or expenses" are claimed and to which the "member" must submit or does submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such "damages" or "covered pollution costs or expenses" are claimed and to which you submit with our consent.
- Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- R. "Trailer" includes semitrailer.

Named Member: City of Delphos

Policy Number: 10002588PKG0HP16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies coverage provided under the following:

AUTO COVERAGE FORM

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

A. COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a "member" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. WHO IS A MEMBER

Anyone "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.

C. EXCLUSIONS

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a "member" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your 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 your "employee" arising out of and in the course of employment by you.
5. "Bodily injury" to a "member" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily injury" sustained by a "member" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained by a "member" while the "auto" is being prepared for such a contest or activity.

D. LIMITS OF COVERAGE

Regardless of the number of covered "autos", "members", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "member" injured in any one "accident" is the Limits of Coverage for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage and/or Underinsured Motorists Coverage Endorsement(s) attached to this Coverage Part.

E. CHANGES IN CONDITIONS

The Conditions are changed for Auto Medical Payments Coverage as follows:

The reference in Other Insurance Or Coverage in the Auto Coverage Form to other collectible insurance or coverage applies only to other collectible auto medical payments insurance or coverage.

F. ADDITIONAL DEFINITIONS

As used in the endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

Named Member: City of Delphos

Policy Number: 10002588PKGOHP16

Cyber Coverage Form

WITH REGARD TO COVERAGE A. AND C., THIS IS A CLAIMS MADE AND REPORTED COVERAGE FORM. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, the undertaking of the Named Member to pay the Deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof and the underwriting information submitted on behalf of the Member, and subject to the terms, conditions and limitations of this policy, the Ohio Plan Risk Management, Inc. (Plan) and the Member agree as follows:

MEMBER

The unqualified word "Member", either in the singular or plural, means:

- A. The Named Member herein defined as the person(s) or organization(s) stated in the Declarations;
- B. Solely with respect to Coverage A. and C., any past or current boards, commissions, authorities, agencies and similar organizations created by the Named Member, and their participants and
- C. Solely with respect to Coverage A. and C., any past or current "volunteer" authorized and supervised by the Named Member but only for acts within the scope of the authorization granted by the Named Member;
- D. Solely with respect to Coverage A. and C., any past or current "employee" of the Named Member solely while acting on behalf of the Named Member and within the scope of their duties as such;
- E. Solely with respect to Coverage A. and C., any newly formed board, commission, authority, agency or similar organization created by the Named Member, and their participants if there is no other similar coverage available to that organization;

COVERAGE AGREEMENTS

A. Coverage A. – Data Breach and Privacy Liability Coverage – Claims Made and Reported Coverage:

The Plan shall pay on behalf of the Member, in excess of the Deductible stated in of the Declarations, all sums which the Member shall become legally obligated to pay as "damages" and "regulatory fines" both of which are a result of a "claim" first made against the Member during the "policy period" or the Extended Reporting Period, if exercised, and reported to the Plan during the "policy period" or the Extended Reporting Period, if exercised, or within sixty (60) days after the expiration of the "policy period" or Extended Reporting Period, if exercised, by reason of an "unauthorized access" or a "potential unauthorized access", provided:

1. The entirety of the "unauthorized access" or the discovery of the "potential unauthorized access" happens during the "policy period" or on or after the Retroactive Date stated in the Declarations and before the end of the "policy period"; and
2. Prior to the Inception Date of this policy the Member had no knowledge of such "unauthorized access", "potential unauthorized access" or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Member's "electronic communications system" which may have led a reasonable person in the Member's position to conclude that a "claim" was likely.

B. Coverage B. – Data Breach Loss to Member Coverage – Occurrence Coverage:

The Plan shall indemnify the Named Member for the amount of "loss" which is in excess of the Deductible stated in Item 5.B. of the Declarations and which results directly from an "unauthorized access" which occurs during the "policy period" and is reported to the Plan pursuant to Section Claims, Loss and Expenses B., provided:

1. Prior to the Inception Date of this policy the Member had no knowledge such "unauthorized access" had occurred in whole or in part, and if any Member knew prior to the "policy period" that the "unauthorized access" had occurred, then any continuation, change or resumption of such "unauthorized access" during or after the "policy period" will be deemed to have been known prior to the "policy period";

2. "Unauthorized access", which occurs during the "policy period" and was not, prior to the "policy period" known to have occurred by any Member, includes any continuation, change or resumption of that "unauthorized access" after the end of the "policy period"; and
3. "Unauthorized access" will be deemed to have been known to have occurred at the earliest of any Member:
 - (a) Reporting all, or any part, of the "unauthorized access" to the Plan, any other insurer or any insurance representative;
 - (b) Incurring "loss" or "breach mitigation expense" because of the "unauthorized access"; or
 - (c) Becoming aware by any other means that "unauthorized access" has occurred or has begun to occur.

C. Coverage C. – Media Liability Coverage – Claims Made and Reported Coverage:

The Plan shall pay on behalf of the Member, in excess of the Deductible stated in the Declarations, all sums which the Member shall become legally obligated to pay as "damages" as a result of a "claim" first made against the Member during the "policy period" or the Extended Reporting Period, if exercised, and reported to the Plan during the "policy period" or the Extended Reporting Period, if exercised, or within sixty (60) days after the expiration of the "policy period" or Extended Reporting Period, if exercised, by reason of an "media injury", provided:

1. The entirety of the offense, out of which such "media injury" arises, happens during the "policy period" or on or after the Retroactive Date stated in the Declarations and before the end of the "policy period"; and
2. Prior to the Inception Date of this policy the Member had no knowledge of such "media injury" or any offense, fact, circumstance, situation or incident which may have led a reasonable person in the Member's position to conclude that a "claim" was likely.

D. Coverage D. - Breach Mitigation Expense Coverage – Occurrence Coverage: The Plan shall, in excess of the Deductible stated in the Declarations and subject to the prior written consent of the Plan, reimburse the Named Member for the reasonable cost actually incurred by the Named Member for "breach mitigation expense" which results directly from an "unintentional data compromise" which occurs during the "policy period" and is reported to the Plan pursuant to Section Claims, Loss and Expenses C., provided:

1. Prior to the Inception Date of this policy the Member had no knowledge such "unintentional data compromise" of:
 - (a) The Named Member's "electronic communications system"; or
 - (b) The "electronic communications system" of a third party responsible for storing and securing the data of the Named Member;

had occurred in whole or in part, which may have led a reasonable person in the Member's position to conclude that incurring such expenses was likely, and if any Member knew prior to the "policy period" that such "unintentional data compromise" had occurred, then any continuation, change or resumption of such "unintentional data compromise" during or after the "policy period" will be deemed to have been known prior to the "policy period"; and

2. "Unintentional data compromise" will be deemed to have been known to have occurred at the earliest of any Member:
 - (a) Reporting all, or any part, of an "unauthorized access" or "potential unauthorized access" to the Plan, any other insurer or any insurance representative;
 - (b) Incurring "loss" or "breach mitigation expense" because of an "unauthorized access" or "potential unauthorized access"; or
 - (c) Becoming aware by any other means that an "unintentional data compromise" has occurred or has begun to occur.

The Named Member must submit to the Plan satisfactory written proof of payment of such costs within one (1) year after the expiration or cancellation of this policy.

Notwithstanding the foregoing however, if similar expenses become part of a judgment, award or settlement, such expenses shall not be subject to coverage under this Coverage D.

E. Coverage E. – Hardware Replacement Coverage - Occurrence Coverage: The Plan will pay on behalf of the Member, in excess of the applicable Deductible stated in the Declarations, "hardware replacement costs" incurred by the Member following a "bricking incident" notified to the Plan during the "policy period" in compliance with policy terms. The total paid and in the aggregate under this coverage section shall not exceed the maximum Sub-limit of Liability listed in the Declarations. The Sub-limit of Liability set out shall be part of and not in addition to the Limit of Liability – Cyber Coverage – Aggregate set out in the Declarations.

DEFINITIONS

A. "Authority" means any agency of:

1. A federal, state or local government of the United States of America, its territories or possessions or Puerto Rico;
2. A federal, provincial or local government of Canada;
3. The government of the European Union (EU) or any member nation; or
4. The PCI Security Standards Council;

any of which is charged with the administration or enforcement of laws or regulations relating to the use, transfer or storage of electronic communications or data storage systems.

B. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these; provided, however, "bodily injury" does not include humiliation or the infliction of emotional distress arising solely from an "unauthorized access", "potential unauthorized access" or "media injury".

C. "Breach mitigation expense" means expenses incurred with the prior written consent of the Plan for:

1. The services of a public relations professional, or other publicity expenses that are recommended by a public relations professional to respond to any actual adverse publicity in the media, that is the result of an "unauthorized access" or "potential unauthorized access";
2. Expenses, including but not limited to notification and related legal fees, that are incurred to comply with a "security breach notice law" and that are the result of an "unauthorized access" or "potential unauthorized access"; and
3. Expenses associated with voluntarily providing credit monitoring services to individuals affected by an "unauthorized access" or "potential unauthorized access".
4. Expenses and costs to establish and operate Call Center Services.

D. "Bricking incident" means "unauthorized access" that renders a "computer device" non-functional for its intended purpose.

E. "Claim" means:

1. With regard to Coverage A. the Member's receipt of:
 - (a) A written demand for "damages";
 - (b) The service of suit or institution of arbitration proceedings against the Member; or
 - (c). A notice of the institution of a charge against the Member by any "authority" or any administrative proceeding initiated by an "authority" including any investigation, conciliation meeting or hearing;
 all as a result of an "unauthorized access or "potential unauthorized access";
2. With regard to Coverage C. the Member's receipt of:
 - (a) A written demand for "damages"; or
 - (b) The service of suit or institution of arbitration proceedings against the Member;
 all as a result of "media injury".

F. "Claim expenses" means reasonable and necessary amounts incurred by the Plan, or by the Member with the prior written consent of the Plan, in the defense of that portion of any "claim" for which coverage is afforded under this coverage form, including costs of investigation, court costs, costs of bonds to release attachments

and similar bonds, but without any obligation of the Plan to apply for or furnish any such bonds, and costs of appeals; provided, however, that "claim expenses" shall not include:

1. Salary, wages, overhead, or benefit expenses of or associated with "employees" or officials of the Named Member or "employees" or officials of the Plan; or
 2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Member or the Plan.
- G.** "Computer device" means desktop and laptop computers, associated input and output devices, mobile devices, data storage, networking hardware and backup facilities which are owned by the Named Member.
- H.** "Damages" means the monetary portion of any judgment, award or settlement, including punitive "damages" where insurable; provided, however, "damages" shall not include:
1. Multiplied portions of damages in excess of actual damages, including trebling of damages;
 2. The cost of any modifications or changes to the Member's security measures, procedures, software or hardware required or agreed to by the Member to satisfy a judgment, award or settlement;
 3. Any cost required to repair, build or modify property to comply with any award by a court, administrative order, arbitration award or any similar judgment;
 4. Taxes, criminal or civil fines, or attorneys' fees of a party other than a Member, other penalties imposed by law or "regulatory fines";
 5. Sanctions;
 6. Matters which are uninsurable under the law pursuant to which this policy shall be construed; or
 7. The return, withdrawal, reduction or restitution or payment of any fees, profits or charges for services or consideration and/or any expenses paid to the Member.
- I.** "Electronic communications system" means any wired, wireless, radio, electromagnetic, photo-optical or photoelectronic facility for the transmission of electronic communications; any electronic data processing system, network or related electronic equipment for the storage of such communications; and any computer.
- J.** "Employee" means any natural person while in the regular service of the Named Member in the ordinary course of the Named Member's business and whom the Named Member compensates by salary, wages or commissions and has the right to govern and direct the performance of such service. "Employee" includes any "leased worker" and any "temporary worker" or independent contractor but does not include any consultant of the Named Member or any "employee" of the Named Member provided as a staffing service "employee" or a "leased worker" to work at the worksite of a client of the Named Member.
- K.** "Extra expense" means necessary expenses that the Named Member would not have incurred if there had not been a "loss" resulting from an "unauthorized access".
- L.** "Forensic expense" means reasonable and necessary costs incurred by the Named Member to engage the services of a third party computer security expert to determine the existence and cause of any "unauthorized access".
- M.** "Hardware replacement costs" means those costs incurred to replace any "computer device" affected by a "bricking incident" with identical or the nearest available functionally equivalent equipment to the extent those costs are (a) reasonable and (b) do not exceed the costs that would have been incurred had the Named Member taken all reasonable steps to (i) minimize those costs and (ii) restore such "computer device(s)" to the level of functionality that existed immediately prior to the relevant "unauthorized access"
- N.** "Interrelated unauthorized accesses" means "unauthorized access(es)" and/or "potential unauthorized access(es)" which are logically or causally connected by reason of any common fact, incident, circumstance, situation, or any computer security incident, intrusion, breach, compromise, theft, loss or use of the Named Member's "electronic communications system".
- O.** "Leased worker" means a person leased to the Named Member by a labor leasing organization, under an agreement between the Named Member and the labor leasing organization, to perform duties related to the conduct of the Named Member's business and which are at the Member's direction.
- P.** "Loss" means:

1. "Forensic expense" and reasonable and necessary costs incurred by the Named Member to restore with due diligence and dispatch the Named Member's "electronic communications system" to the condition that existed prior to an "unauthorized access", including reconstruction of programs, electronic data and media which form a part of the Named Member's "electronic communications system";
2. "Extra expense" incurred by the Named Member in continuing the conduct of the Named Member's business during the period from the time of the discovery of an "unauthorized access" to the time the Named Member's "electronic communications system" is or can be restored with due diligence and dispatch to the condition that existed prior to an "unauthorized access";
3. Subject to prior approval by the Plan, expenses necessarily incurred by the Named Member to reduce "loss" under Coverage B., after an "unauthorized access" has happened and to the extent that such expenses do not exceed the value of the "loss" which such expenses are incurred to reduce;
4. Loss of money, securities, bonds or similar financial instruments with monetary value which is incurred by the Named Member and which is proximately caused by the "unauthorized access" of a person or groups of persons excluding any Member or "employee" of any Member, with the intent to commit fraud, theft, or other dishonest act; or
5. Subject to prior written approval by the Plan, the Named Member's payment of an extortion demand; provided, however, "loss" shall not include:
 - (a) Any cost or charges associated with building, modifying or upgrading the Named Member's "electronic communications system", or any software, security measures or procedures;
 - (b) Any cost required to repair, build or modify tangible property to comply with any award or order by a court, an "authority", arbitration or any similar proceeding;
 - (c). Any loss of reputation of the Named Member or loss of customer confidence in the Named Member or the value imputed to such loss;
 - (d) Expenses incurred by the Member in establishing the amount of any "loss" covered under this coverage form; or
 - (e) Loss of business income or tax revenue.

Q. "Malware" means any code designed to:

1. Erase, deny access to, or corrupt any data, including but not limited to ransomware;
2. Damage or disrupt any "electronic communications system"; or
3. Circumvent any network security product, service or application.

R. "Media injury" means injury arising from any of the following offenses:

1. Libel, slander or defamation or any other form of disparagement;
2. Invasion or infringement of the right of privacy or the right of publicity;
3. Infringement of copyright, service mark, service name or trademark, title, trade dress, trade name or slogan and unfair competition alleged in connection therewith;
4. Plagiarism, piracy or misappropriation of ideas under implied contract; or
5. Infliction of emotional distress, mental anguish, false arrest or malicious prosecution; any of which arises from the content of the Named Member's web site, intranet or other non-digital publication or statement published or given in the course of the Named Members' business activities.

S. "Policy period" means the period from the Inception Date of this policy to the policy Expiration Date stated in the Declarations, or the effective date of any earlier cancellation or termination.

T. "Potential unauthorized access" means the threat or potential threat of an "unauthorized access" arising from a theft or loss of any component of the Named Member's "electronic communications system".

U. "Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums,

chemicals or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

- V.** "Private data" means data containing an individual's:
1. Driver's license or other state-issued identification number; social security number; unpublished telephone number; savings account, checking account, credit card or debit card number each when in combination with the security code, access code, password or pin for such account or card number;
 2. "Nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant thereto;
 3. "Protected healthcare information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and regulations issued pursuant thereto, and medical and healthcare information;
 4. Private personal information as defined under a "security breach notice law"; and
 5. Private personal information as defined under the law of a country other than the United States, which law is intended to provide for the protection of such private personal information;
- not including any lawfully available data accessible by the general public.
- W.** "Property damage" means physical injury to tangible property, including all resulting loss of use of that property or loss of use of tangible property that is not physically injured; provided, however, damage to, corruption of or inability to access data, software and computer networks shall not be considered to be loss of use of tangible property.
- X.** "Regulatory fines" means civil fines and penalties assessed against the Member by an "authority" as a result of a "claim" subject to coverage under Coverage A of this coverage form.
- Y.** "Security breach notice law" means any law, statute or regulation within the United States of America, its territories or possessions, Puerto Rico or Canada requiring the Named Member to notify individuals of the compromise or possible compromise of the security of their confidential information in the Named Member's care, custody or control and the European Union (EU) Data Protection Act of 1995.
- Z.** "Temporary worker" means any person who is furnished to the Named Member to substitute for a permanent "employee" on leave or to meet seasonal or short-term work load requirements.
- AA.** "Unauthorized access" means a breach of the Named Member's security measures, systems, procedures, or stated privacy policy, or any intentional violation, interception, or use or misuse of the Named Member's "electronic communications system", whether or not for profit or gain, by any person, without the permission, knowledge or ratification of the Member. "Unauthorized access" also includes:
1. Access to the Named Member's "electronic communications system" that is with the Member's permission where such permission is the result of fraud or deception;
 2. Use of the Named Member's "electronic communications system" by a party authorized by the Member to use such system, who does so for an unauthorized purpose;
 3. The introduction of programs into the Named Member's "electronic communications system" which contain fraudulent or destructive instructions or code including any inadvertent transmission of such programs to a third party;
 4. A credible threat or an extortion demand received by the Named Member threatening or portending loss, injury or damage to:
 - (a) The Named Member's "electronic communications system", including programs, electronic data and media which form a part of the Named Member's "electronic communications system"; or
 - (b) Money, securities, bonds or similar financial instruments, solely to the extent that record of such is maintained in digital or electronic format on the Named Member's "electronic communications system";
 for the purpose of extorting money or other valuable consideration from the Named Member; and

5. Failure to prevent a denial of service attack on the Named Member's "electronic communications system" or to prevent the use of the Named Member's "electronic communications system" by an unauthorized user or code to launch a denial of service attack on a third party;
6. Solely with regard to:
 - (a) Coverage A., Data Breach and Privacy Liability Coverage; and
 - (b) Coverage D., Breach Mitigation Expense Coverage; and
 The theft or loss of any paper records; and
7. The failure of any third party to prevent the unauthorized viewing, copying or distribution of "private data" which the Named Member has entrusted to such party under a written contract or agreement that specifically requires such party to protect the confidentiality of the "private data" so entrusted.

BB. "Unintentional data compromise" means any computer security incident, intrusion, breach, compromise, theft, loss or misuse of the Named Member's customer's(s') and/or "employee's(s)" "private data".

CC. "Volunteer" means any person who is not an "employee" of the Named Member and who donates his/her work at the direction of and within the scope of duties determined by the Named Member and is not paid a fee, salary or other compensation by the Named Member or by anyone else for such work performed for the Named Member.

EXCLUSIONS

- A.** With respect to all Coverages, this coverage form does not apply to any "claim", "loss" or "breach mitigation expense":
1. Due to riot, civil commotion, war, insurrection or usurped power;
 2. For "bodily injury" or "property damage"; however this exclusion shall not apply to Coverage E.
 3. Based upon or arising out of liability of others assumed by the Member under any contract or agreement; provided, however, this exclusion shall not apply to liability a Member would have in the absence of such contract or agreement;
 4. Based upon, arising out of, or any way involving any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: antitrust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships; provided, however, this exclusion shall not apply to any "claim" under Coverage C. based upon, arising out of, or any way involving any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any unfair trade practices;
 5. Based upon, arising out of, or in any way involving conduct of the Member or at the Member's direction that is intentional, willful, dishonest, fraudulent or that constitutes a willful violation of any statute or regulation; provided, however, this exclusion shall not apply to:
 - (a) The strictly vicarious liability of any Member for the intentional, willful, dishonest or fraudulent conduct of another Member or for the conduct of another Member that constitutes a willful violation of any statute or regulation; or
 - (b) The actions of any employee acting without the authorization or knowledge of any partner, principal or director of a Named Member; or
 - (c) "Claim expenses" incurred until there is a final, non-appealable judgment, adjudication or determination against the Named Member or if the Named Member admit such conduct or plead guilty or *nolo contendere*, at which time the Named Member shall reimburse the Plan for all claim expenses. Notwithstanding the foregoing, criminal proceedings are not covered under the Policy regardless of the allegations made against the Named Member.
 6. Based upon, arising out of, or in any way involving any:
 - (a) Actual, alleged or threatened discharge, disposal, migration, dispersal, release or escape of "pollutants"; or

(b) Direction, order or request to test for, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize "pollutants", or to pay for or contribute to the costs of undertaking such actions;

7. Brought by or on behalf of any "employee", former "employee" or prospective "employee" based upon, arising out of, or in any way involving the employment relationship or the nature, terms or conditions of employment or any workplace tort;
8. Brought by, in the name of, or on behalf of any Member; provided, however, this exclusion shall not apply to any "claim" arising out of "unauthorized access" or "potential unauthorized access" to the personal information of an "employee" which is in the care, custody or control of the Named Member;
9. Based upon, arising out of, or in any way involving the insolvency, receivership, bankruptcy, liquidation of the Named Member or of any subsidiary thereof whether or not included in the definition of Member;
10. Based upon or arising out of any warranties or guarantees, express, implied or otherwise, or any cost estimates;
11. Based upon or arising out of any conversion, misappropriation, commingling of or defalcation of funds or property;
12. Based upon or arising out of any inability or failure of any party to pay or collect monies;
13. Based upon or arising out of infringement or inducement of infringement of patent or trade secret; or
14. Based upon, arising out of, or in any way involving an act, error or omission in the performance of professional services rendered or that should have been rendered by the Member or by any person or organization for whose acts, errors or omissions the Member is legally responsible.

B. With respect to Coverage A., this coverage form does not apply to any "claim":

Based upon or arising out of "media injury"; provided, however, this exclusion shall not apply if the "claim" based upon or arising out of "media injury" includes an allegation of liability by reason of an "unauthorized access" or "potential unauthorized access".

C. With respect to Coverage B., this coverage form does not apply to any "loss":

1. Caused by theft, physical damage or destruction of the Named Member's "electronic communications system" or any part thereof; provided, however, this exclusion shall not apply to destruction of programs, electronic data and media caused by an "unauthorized access";
2. Based upon or arising out of "media injury";
3. Based upon or arising out of theft, or alleged theft, of money, securities, bonds, or similar financial instruments with monetary value caused or contributed to by any fraudulent, dishonest or criminal act committed by any person who is an "employee" or an Member at the time of the "unauthorized access", whether acting alone or in collusion with others; or
4. Of the value of trade secrets, confidential processing methods or other confidential or proprietary information.

D. With respect to Coverage C., this coverage form does not apply to any "claim":

1. Brought by, in the name of, or on behalf of any performance rights organization, including but not limited to ASCAP, BMI, SESAC, SOCAN or SoundExchange;
2. Based upon or arising out of infringement of copyright, title, trade dress, slogan, service mark, service name or trademark, trade name or other intellectual property arising from any tangible goods, service offerings or other products displayed on the Named Member's web site;
3. Based upon or arising out of contractual liability involving the ownership of intellectual property with any vendor, customer, sub-contractor, current or former "employee";
4. Based upon or arising out of "unauthorized access" or "potential unauthorized access"; provided, however, this exclusion shall not apply to an "unauthorized access" resulting in a "media injury";
5. Based upon or arising out of the introduction of programs into a third party's "electronic communications system" which contain fraudulent or destructive instructions or code;

6. Based upon or arising out of failure of goods, products or services to conform with any statement of quality or performance;
 7. Based upon or arising out of any description relating to the price of goods, products or services; or
 8. Based upon or arising out of entries posted on blogs, bulletins boards, chat rooms or other internet forums not directly controlled by the Named Member with or without the knowledge of the Named Member.
- E. With respect to Coverage D., this coverage form does not apply to any "loss" or "claim" brought under any other Coverage of this policy.
- F. Any costs comprising, arising from or in connection with the upgrade or betterment of any "computer device", application, system or network of the Named Member.

TERRITORY

The coverage afforded by this coverage form applies worldwide except for "claims" made or "losses" incurred in:

- A. Any country which is not a signatory to the Hague Conference on Private International Law; or
- B. Any country on which the government of the United States of America has imposed trade sanctions, embargoes or any similar regulations that prohibit the transaction of business with or within such country.

LIMITS OF LIABILITY

- A. **Limit of Liability - Data Breach and Privacy Liability Coverage - Each Claim:** The liability of the Plan under Coverage A. for the combined total of "damages", "regulatory fines" and "claim expenses" for any "claim" first made against the Member during the "policy period" or Extended Reporting Period, if exercised, and reported to the Plan pursuant to Section Claims, Loss and Expenses A., Claim Reporting Provision, for each "claim" shall not exceed the Each Claim Limit of Liability stated in the Declarations for Coverage A.
- B. **Limit of Liability - Data Breach Loss to Member Coverage - Each Unauthorized Access:** The liability of the Plan under Coverage B. for all "loss" resulting directly from each "unauthorized access" which occurs during the "policy period" and is reported to the Plan pursuant to Section Claims, Loss and Expenses B., Loss Reporting Provision, shall not exceed the Each Unauthorized Access Limit of Liability stated in the Declarations for Coverage B.
- C. **Limit of Liability – Media Liability Coverage - Each Claim:** The liability of the Plan under Coverage C. for the combined total of "damages" and "claim expenses" for any "claim" first made against the Member during the "policy period" or the Extended Reporting Period, if exercised, and reported to the Plan pursuant to Section Claims, Loss and Expenses A., Claim Reporting Provision, for each "claim" shall not exceed the Each Claim Limit of Liability stated in the Declarations for Coverage C.
- D. **Limit of Liability – Breach Mitigation Expense Coverage - Each Unintentional Data Compromise:** The liability of the Plan for the reasonable cost actually incurred by the Named Member for "breach mitigation expense" which results directly from each "unintentional data compromise" which occurs during the "policy period" and is reported to the Plan pursuant to Section Claims, Loss and Expenses C., shall not exceed the Each Unintentional Data Compromise Limit of Liability stated in the Declarations for Coverage D.
- E. **Sub-Limit of Liability – Hardware Replacement Coverage – Each Bricking Incident:** The liability of the Plan for "hardware replacement costs" actually incurred by the Named Member as a result of a "bricking incident" during the "policy period" and is reported to the Plan pursuant to Section Claims, Loss and Expenses B., Loss Reporting Provision, shall not exceed the Each Hardware Replacement Coverage Sub-Limit of Liability stated in the Declarations for Coverage E.
- F. **Limit of Liability – Cyber Coverage - Aggregate:** Subject to the above Limits of Liability A., B., C., D and Sub-Limit of Liability E., the total liability of the Plan to each or the Named Member shall not exceed the Cyber Coverage - Aggregate Limit of Liability as stated in the Declarations:
 1. For all "damages", "regulatory fines", as applicable, and "claim expenses" arising out of all "claims" first made against the Member during the "policy period" and the Extended Reporting Period, if exercised, under Coverage A. and C.; and
 2. For all "loss" incurred by the Named Member which results directly from "unauthorized access" which occurs during the "policy period" under Coverage B; and

3. For all reasonable cost actually incurred by the Named Member for "breach mitigation expense" which results directly from "unintentional data compromise" which occurs during the "policy period" under Coverage D.

G. Deductible:

1. With regard to Coverage A. and C., the applicable Deductible amount stated in the Declarations shall be paid by the Named Member and shall be applicable to each "claim" under Coverage A. and to each "claim" under Coverage C. and shall apply to "damages" and "claim expenses", whether or not any "damages" payments are made. Such Deductible amounts shall, upon written demand by the Plan, be paid by the Named Member within ten (10) days. The determination of the Plan as to the reasonableness of the "claim expenses" shall be conclusive on the Named Member.
2. With regard to Coverage B., the applicable Deductible amount stated in the Declarations shall be applicable to "loss" from each "unauthorized access" under Coverage B. Such Deductible amount will be deducted from the amount of "loss" for which the Plan shall indemnify the Named Member.
3. With regard to Coverage D., the applicable Deductible amount stated in the Declarations shall be applicable to reasonable cost actually incurred by the Named Member for "breach mitigation expense" which results directly from "unintentional data compromise" under Coverage D. Such Deductible amount will be deducted from the amount of reasonable cost for which the Plan shall reimburse the Named Member.
4. With regard to Coverage E., the applicable Deductible amount stated in the Declarations shall apply to each "bricking incident" under Coverage E. Such Deductible amount will be deducted from the amount of "hardware restoration costs" for which the Plan shall indemnify the Named Member.
5. In the event that the same "unauthorized access" results in a "claim" that is covered under Coverage A. and a "loss" that is covered under Coverage B. and "breach mitigation expense" that is covered under Coverage D. and "hardware replacement costs" that are covered under Coverage E., only one Deductible shall apply which Deductible shall be the higher of the applicable Deductibles.

H. Multiple Members, Claims, Losses and Claimants: The inclusion herein of more than one Member in any "claim" or the making of "claims" by, or reporting of "loss" incurred by, more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations and/or this coverage form.

1. With regard to Coverage A., more than one "claim" arising out of a single "unauthorized access" or "interrelated unauthorized accesses" shall be treated as a single "claim". Such single "claim" shall be deemed first made on the date on which the earliest "claim" arising out of such "unauthorized access" or "interrelated unauthorized accesses" is made or with regard to notice given to and accepted by the Plan pursuant to Section Claims, Loss and Expenses D., Discovery Clause, on the date within the "policy period" on which such notice of potential "claim" is first received by the Plan.
2. With regard to Coverage B., more than one "loss" arising out of a single "unauthorized access" shall be considered a single "unauthorized access".
3. With regard to Coverage C., more than one "claim" arising out of a single offense or a series of related offenses, out of which "media injury" arises, shall be treated as a single "claim". Such single "claim" shall be deemed first made on the date on which the earliest "claim" arising out of such offense or series of related offenses is made or with regard to notice given to and accepted by the Plan pursuant to Section Claims, Loss and Expenses D., Discovery Clause, on the date within the "policy period" on which such notice of potential "claim" is first received by the Plan.
4. With regard to Coverage D., all "breach mitigation expense" arising out of a single "unintentional data compromise" shall be considered a single "unintentional data compromise".
5. With regard to Coverage E., all "hardware replacement costs" arising out of a single "unauthorized access" shall be considered a single "bricking incident".

DEFENSE, SETTLEMENTS AND CLAIM EXPENSES

A. Defense and Investigation: With regard to Coverage A. and C. the Plan shall have the right and duty to defend the Member and to investigate any "claim" to which coverage under this coverage form applies pursuant to the following provisions:

1. "Claim expenses" incurred in defending and investigating such "claim" shall be a part of and shall not be in addition to the applicable Limits of Liability stated in the Declarations. Such "claim expenses" shall reduce the applicable Limits of Liability and shall be applied against the applicable Deductible. The Plan shall have no obligation to pay any "damages" or to defend or continue to defend any "claim" or to pay "claim expenses" after the applicable Limits of Liability stated in the Declarations have been exhausted by payment(s) of "damages" and/or "claim expenses".
2. The Plan shall select defense counsel; provided, however, that if the law of the state of the Named Member's domicile, stated in Item 2. of the Declarations, allows the Member to control the selection of defense counsel where a conflict of interest has arisen between the Member and the Plan, the Plan will provide a list of attorneys or law firms from which the Member may designate defense counsel who shall act solely in the interest of the Member, and the Member shall direct such defense counsel to cooperate with the Plan. Such cooperation shall include:
 - (a) Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed "damages", potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the "claim";
 - (b) Providing any other reasonable information requested;
 - (c) Fully itemized billing on a periodic basis; and
 - (d) Cooperating with the Plan and the Member in resolving any discrepancies;

and the fees and costs incurred by such defense counsel, including those fees and costs generated by cooperation with the Plan, as set forth above, shall be included in "claim expenses". Such "claim expenses" shall be a part of and shall not be in addition to the applicable Limits of Liability stated in the Declarations. Such "claim expenses" shall reduce the applicable Limits of Liability and shall be applied against the applicable Deductible.

- B. Claim Settlement:** The Plan may, at its sole discretion, investigate, negotiate and settle any "claim". The Named Member will abide by the terms of such settlement and, upon the request of the Plan, will immediately contribute the amount of any Deductible to conclude the settlement.
- C. Loss or Breach Mitigation Expense Payment:** The Plan may, at its sole discretion, investigate any "loss", any "breach mitigation expense", any "unintentional data compromise" and any "unauthorized access" or "potential unauthorized access". The Plan will pay for covered "loss" and "breach mitigation expense" incurred by the Named Member in excess of the Deductible, if applicable. The Plan will indemnify the Named Member within sixty (60) days after it receives the sworn proof of "loss" under Coverage B. or satisfactory written proof of payment of "breach mitigation expenses", provided:
1. The Member has complied with all the terms of this coverage form; and
 2. The Plan and the Named Member have agreed with the items included within and the amounts documented in the Named Member's sworn proof of "loss" and satisfactory written proof of payment of "breach mitigation expenses".

CLAIMS, LOSS AND EXPENSES

- A. Claim Reporting Provision:** It is a condition precedent to coverage afforded by this coverage form under Coverage A. and C. that the Member shall give to the Plan written notice as stated in the Declarations as soon as practicable of any "claim" first made against the Member during the "policy period" or the Extended Reporting Period, if exercised, and in no event later than sixty (60) days after the end of the "policy period" or the Extended Reporting Period, if exercised.

In the event a suit is brought against the Member or a charge against the Member is instituted by any "authority" or any administrative action is initiated by an "authority", the Member shall immediately forward to our administrator, Hylant Administrative Services, LLC, 811 Madison Avenue, P.O. Box 2083, Toledo Ohio, 43603-2083, on behalf of the Plan, every demand, notice, summons or other process received by him/her or by his/her representatives.

- B. Loss Reporting Provision:** It is a condition precedent to coverage afforded by this coverage form under Coverage B. that the Named Member shall give to the Plan written notice as stated in the Declarations as soon

as practicable and in no event later than sixty (60) days after the end of the "policy period" of any "loss" which results directly from an "unauthorized access" which occurs during the "policy period".

In the event of any "loss", the Member must:

1. Notify law enforcement in the event of a theft;
2. Give the Plan prompt notice of the "unauthorized access";
3. As soon as practicable, provide a description of how, when and what elements of the Named Member's "electronic communications system" were impacted by the "unauthorized access";
4. Take all reasonable steps to protect the Named Member's "electronic communications system" from further "unauthorized access" and to reduce "loss";
5. As often as may be reasonably required, permit the Plan to inspect the Named Member's "electronic communications system" and examine the Member's books and records related to the "loss" incurred; and
6. Provide, within sixty (60) days of the Plan's request, a sworn proof of "loss", signed by the Named Member, containing the information the Plan requests to investigate the "loss".

C. Breach Mitigation Expense Reporting Provision: It is a condition precedent to coverage afforded by this coverage form under Coverage D. that the Named Member shall give to the Plan written notice as stated in Item 10. of the Declarations as soon as practicable and in no event later than sixty (60) days after the end of the "policy period" of any "unintentional data compromise", "unauthorized access" or "potential unauthorized access" which occurs during the "policy period".

The Named Member must

1. Submit to the Plan satisfactory written proof of payment of such "breach mitigation expenses" within one (1) year after the expiration or cancellation of this policy;
2. As soon as practicable, provide a description of how, when and what elements, if any, of the Named Member's or a third party's "electronic communications system" were impacted by the "unintentional data compromise", "unauthorized access" or "potential unauthorized access";
3. Take all reasonable steps to protect the Named Member's "electronic communications system" from further "unauthorized access", if applicable;
4. As often as may be reasonably required, permit the Plan to inspect the Named Member's "electronic communications system" and examine the Member's books and records related to the "breach mitigation expense" incurred.

D. Discovery Clause:

1. Under Coverage A., if during the "policy period", the Member first becomes aware of a specific "unauthorized access" or specific "potential unauthorized access" which is reasonably expected to result in a "claim" within the scope of coverage of this coverage form then the Member may provide written notice as stated in the Declarations to the Plan containing the information listed below. If such written notice is received by the Plan during the "policy period", then any "claim" subsequently made against the Member arising out of such "unauthorized access" or "potential unauthorized access" shall be deemed for the purpose of this coverage to have been first made on the date on which such written notice is first received by the Plan.

It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Plan containing the following information:

- (a) The description of the specific "unauthorized access" or "potential unauthorized access";
- (b) The date on which such "unauthorized access" or "potential unauthorized access" took place;
- (c) The injury or damage which has or may result from such "unauthorized access" or "potential unauthorized access";
- (d) The identity of any injured persons and/or organization subject to such injury or damage; and
- (e) The circumstances by which the Member first became aware of such "unauthorized access" or "potential unauthorized access".

Subject to the paragraph hereinabove, if during the "policy period" the Member provides such written notice of a specific "unauthorized access" or "potential unauthorized access" which is reasonably expected to result in a "claim" within the scope of coverage of this coverage form, the Plan at its sole option, may investigate such specific "unauthorized access" or "potential unauthorized access". Such matter shall be subject to all terms, conditions and provisions in this policy as applicable to a "claim".

2. Under Coverage C., if during the "policy period", the Member first becomes aware of a specific "media injury" which is reasonably expected to result in a "claim" within the scope of coverage of this policy, then the Member may provide written notice as stated in the Declarations to the Plan containing the information listed below. If such written notice is received by the Plan during the "policy period", then any "claim" subsequently made against the Member arising out of such "media injury" shall be deemed for the purpose of this coverage to have been first made on the date on which such written notice is first received by the Plan.

It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Plan containing the following information:

- (a) The description of the specific "media injury";
- (b) The date on which such "media injury" took place;
- (c) The damage or injury which has or may result from such "media injury";
- (d) The identity of any injured persons and/or organization subject to such injury or damage; and
- (e) The circumstances by which the Member first became aware of such "media injury".

Subject to the paragraph hereinabove, if during the "policy period" the Member provides such written notice of a specific "media injury" which is reasonably expected to result in a "claim" within the scope of coverage of this coverage form, the Plan at its sole option, may investigate such specific "media injury". Such matter shall be subject to all terms, conditions and provisions in this policy as applicable to a "claim".

E. Assistance and Cooperation of the Member: The Member shall cooperate with the Plan and upon the Plan's request, the Member shall:

1. Submit to examination and interview by a representative of the Plan and while not in the presence of any other Member, under oath if required;
2. Attend hearings, depositions and trials;
3. Assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of suits; and
4. Give a written statement or statements to the Plan's representatives and meet with such representatives for the purpose of determining coverage and/or investigating any "claim" or "loss" and/or defending any "claim", all without cost to the Plan. The Member shall further cooperate with the Plan and do whatever is necessary to secure and affect any right of indemnity, contribution or apportionment which the Member may have.

The Member shall not, with respect to any "claim" covered under this coverage form, except at his/her own cost, make any payment, admit any liability, settle any "claims", assume any obligation, agree to arbitration or any similar means of resolution of any dispute, waive any rights or incur "claim expenses" without the Plan's prior written consent, such consent not to be unreasonably withheld. Any costs and expenses incurred by the Member prior to the Member giving written notice of the "claim" to the Plan shall be borne by the Member and will not constitute satisfaction of the Deductible.

F. False or Fraudulent Claims: If any Member shall commit fraud in proffering any "claim", "loss" or "breach mitigation expense", this coverage shall become void as to such Member from the date such fraudulent "claim", "loss" or "breach mitigation expense" is proffered.

EXTENDED REPORTING PERIOD

A. With regard to Coverage A. and C., if the Named Member nonrenews this policy or cancels this policy pursuant to Section Other Conditions A., Cancellation, or if the Plan nonrenews this policy or cancels this policy pursuant to Section Other Conditions A., Cancellation, for reasons other than nonpayment of premium or Deductible or non-

compliance with the terms and conditions of this policy, then the Named Member shall have the right upon payment of an additional premium calculated at the percentage stated in the Declarations of the annual premium for the "policy period" to extend the coverage granted under Coverage A. and C. of this coverage form for the period of months stated in the Declaration, as elected by the Named Member, to apply to:

1. "Claims" first made against the Member during the period of months as elected, and reported to the Plan pursuant to Section Claims, Loss and Expenses A., Claim Reporting Provision, following immediately upon the effective date of such cancellation or nonrenewal, by reason of any "unauthorized access" or "potential unauthorized access" the entirety of which happened during the "policy period" or on or after the Retroactive Date stated in the Declarations and prior to the effective date of such cancellation or nonrenewal and which is otherwise covered by this coverage form; and
2. "Claims" first made against the Member during the period of months as elected, and reported to the Plan pursuant to Section Claims, Loss and Expenses A., Claim Reporting Provision, following immediately upon the effective date of such cancellation or nonrenewal, by reason of any "media injury" with respect to which the entirety of the offense out of which such "media injury" arises happened during the "policy period" or on or after the Retroactive Date stated in the Declarations and prior to the effective date of such cancellation or nonrenewal, and which is otherwise covered by this coverage form.

This extended period of coverage as elected by the Named Member and described in this paragraph shall be referred to in this coverage form as the Extended Reporting Period.

If, however, this coverage form is immediately succeeded by similar claims made coverage on which the applicable Retroactive Date is the same as or earlier than that stated in the Declarations, the succeeding coverage shall be deemed to be a renewal hereof and, in consequence, the Named Member shall have no right to purchase an Extended Reporting Period.

The quotation of a different premium and/or Deductible and/or Limit of Liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

- B.** As a condition precedent to the right to purchase the Extended Reporting Period, the Named Member must have paid:
1. All Deductibles when due;
 2. All premiums due for the "policy period"; and
 3. All premium, deductibles and co-coverage obligations due on any other policy(ies) issued by the Plan in an uninterrupted series of policies of which this policy is a renewal or replacement.

The right to purchase the Extended Reporting Period shall terminate unless a written notice as stated in the Declarations of such election for the Extended Reporting Period is received by the Plan within thirty (30) days after the effective date of cancellation or nonrenewal together with payment of the additional deposit premium for the Extended Reporting Period. If such written notice of request and payment of additional premium for the Extended Reporting Period are not so received by the Plan, there shall be no right to purchase the Extended Reporting Period at a later date.

- C.** In the event of the purchase of the Extended Reporting Period the entire premium therefore shall be fully earned at its commencement.
- D.** The Extended Reporting Period shall not in any way increase the Limits of Liability stated in the Declarations.

OTHER CONDITIONS

- A. Cancellation:** This policy may be cancelled by the Named Member on behalf of all Members by mailing to the Plan written notice as stated in the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Named Member, the earned premium shall be computed at the customary short rate. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Plan or by its underwriting manager, on behalf of the Plan, by mailing to the Named Member, at the address stated in the Declarations, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the Plan cancels the policy because the Named Member has failed to pay a premium and/or Deductible when due, including premium, deductible(s) and/or co-coverage obligation(s) due on any other policy(ies) issued by the Plan in an uninterrupted series of

policies of which this policy is a renewal or replacement, this policy may be cancelled by the Plan or by its administrator, on behalf of the Plan, by mailing a written notice of cancellation to the Named Member stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "policy period". Such notice shall be conclusive on all Members. Delivery of such written notice by the Named Member, the Plan or its administrator shall be equivalent to mailing. If cancelled by the Plan or its administrator, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

- B. Mitigation:** It is a condition precedent to coverage that the Member shall not willfully fail to comply with any "security breach notice law" that the Named Member may be subject to, by reason of an "unauthorized access" or "potential unauthorized access".
- C. Representations:** By acceptance of this policy, the Member agrees as follows:
1. That the information and statements contained in the application(s) are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy; and
 2. That the information and statements contained in the application(s) are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Plan under this policy, and that this policy is issued in reliance upon the truth of such representations.
- D. Entire Agreement:** This coverage form, the Declarations, the application(s) and any written endorsements attached hereto shall be deemed to be a single unitary contract.
- E. Other Coverage:** This coverage shall be in excess of the applicable Deductible stated in the Declarations and of any other insurance or coverage available to the Member whether such other insurance or coverage is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance or coverage is written only as a specific excess insurance or coverage over the Limits of Liability provided by this coverage form.
- F. Changes:** Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Plan shall not affect a waiver or a change in any part of this coverage form and shall not stop the Plan from asserting any right under the terms of the coverage form. The terms of this coverage form shall not be waived or changed, except by written endorsement issued to form a part of this coverage form, and this coverage form embodies all agreements existing between the Members and the Plan or any of its agents relating to this coverage.
- G. Assignment of Interest:** Assignment of interest under this coverage form shall not bind the Plan unless its consent is endorsed hereon.
- H. Subrogation:** In the event of any payment or indemnification under this coverage form, the Plan shall be subrogated to the right of recovery of all Members to the extent of such payment or indemnification. The Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing to prejudice such rights.
- Any amount so recovered, whether effected by the Plan or by the Member, shall first be used for the repayment of expenses incurred toward subrogation; second, for any "damages" and "claim expenses" payment or "loss" incurred by the Member which is in excess of the amount of the Limit of Liability under this coverage form and which is excess of any amount paid by any insurer under any other policy; third, for any "damages" and "claim expenses" payment or any "loss" indemnification or payment by any excess carrier on behalf of the Member; fourth, for any "damages" and "claim expenses" payment or any "loss" indemnification or payment by any primary carrier on behalf of the Member; and, last, for repayment of the Member's Deductible.
- I. Audit:** The Plan shall have the right to require of the Named Member an audit by a duly authorized representative of the Plan, who shall have the right and opportunity to examine the books and records of the Named Member, and such examination may be made at any time during the said "policy period" and within three (3) years thereafter.
- J. Action Against the Plan:** No action shall lie against the Plan unless, as a condition precedent thereto, the Member shall have fully complied with all of the terms and conditions of this coverage form, nor until the amount of the Member's obligation to pay shall have been fully and finally determined either by judgment against the Member after actual trial or by written agreement of the Member, the claimant and the Plan.

Nothing contained in this coverage form shall give any person or organization any right to join the Plan as a co-defendant in any action against the Member to determine the Member's liability. Bankruptcy or insolvency of the Member or of the Member's estate shall not relieve the Plan of any of its obligations hereunder.

K. Authorization: By acceptance of this policy, the Named Member in the Declarations shall act on behalf of all Members with respect to the giving and receiving of all notices to and from the Plan as provided herein: the exercising of the Extended Reporting Period; the cancellation of this policy in whole or part; the payment when due of premiums and Deductibles; the receiving of any return premiums that may become due under this policy; and the Members agree that such person or organization shall act on their behalf. With regard to Coverage B. and Coverage D., the first person or organization shall act on behalf of all Named Members with regard to the receiving of indemnification for "loss" incurred as provided in Coverage B. and for receiving of reimbursement for reasonable cost actually incurred as provided in Coverage D., and the Named Members agree that such person or organization shall act on their behalf.

TERRORISM COVERAGE CERTIFICATE

Named Member and Address

City of Delphos
608 North Canal Street
Delphos, OH 45833

Certificate Number

10002588PKGOHP16

Agent/Broker

Stolly Insurance Group
P.O. Box 5067
Lima, OH 45802

Period of Policy

From: 11/1/2021 **To:** 11/1/2022
12:01 a.m., standard time
at the location of the member's premises

Coverage Section	Type	Subscribing Insurer(s) Name	Syndicate #
Section 1	Terrorism Property Damage, Business Interruption, Extra Expense and Rental Value	Liberty Specialty Markets Talbot Underwriting Ltd	4472 1183
Section 2	Terrorism Liability Coverage	Liberty Specialty Markets Talbot Underwriting Ltd	4472 1183

This is to certify that the above Named Member is covered under the Terrorism Master Policy issued by Ohio Plan Risk Management, Inc. The coverage afforded by the Terrorism Master Policy is subject to the terms, exclusions and conditions of such policy.

SECTION 1 - TERRORISM PROPERTY DAMAGE, BUSINESS INTERRUPTION, EXTRA EXPENSE AND RENTAL VALUE

DESCRIPTION AND LOCATION OF PREMISES COVERED:

Per the Ohio Plan Risk Management, Inc. policy Property and Inland Marine Coverage Parts as issued by the Ohio Plan Risk Management, Inc. administrator to the above Named Member in effect at the time of loss

COVERAGE LIMITS:

\$86,236,047 Each and Every Occurrence Per Member subject to \$86,236,047 Aggregate Per Member

\$100,000,000 Each and Every Occurrence For All Members subject to \$250,000,000 Aggregate For All Members

Sublimit of \$1,000,000 Each and Every Occurrence For All Members and in the Aggregate For All Members in respect of Chemical or Biological Contamination Clean Up Costs

DEDUCTIBLE:

\$25,000 Each and Every Occurrence Per Member

INTEREST:

Property of the Member including property of others in the Member's care, custody and control for which the Member is in any way responsible to provide coverage

EXTENSIONS (Included in COVERAGE LIMITS above):

Biological or Chemical Contamination Clean Up Cost
Business Interruption
Extra Expense
Rental Value

SECTION 2 - TERRORISM LIABILITY COVERAGE

COVERAGE LIMITS:

\$6,000,000 Each and Every Occurrence Per Member subject to \$8,000,000 Aggregate Per Member

\$30,000,000 Each and Every Occurrence For All Members subject to \$30,000,000 Aggregate For All Members

DEDUCTIBLE:

\$10,000 Each and Every Claim