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September 18, 2017

Mr. Brian F. O'Grady
2222 Chestnut Ave. #304
Glenview, Illinois 60026
office@ogradylawgroup.com

Dear Mr. O'Grady:

This letter is in reference to your Freedom of Information Act (FOIA) request received September 6, 2017. Your request was that the following information be provided for Wilmette Public Schools, District 39:

Current school board legal liability insurance policy, effective January 1, 2017 – January 1, 2018

District 39's current renewal policy with the Suburban School Cooperative Insurance Pool (SSCIP) is attached as an electronic pdf file.

If you have any questions regarding our response to your request, please contact me at Wilmette Public Schools, District 39, 615 Locust Road, Wilmette, Illinois 60091.

Sincerely,

Gail F. Buscemi
FOIA Request Officer



301 E. 4TH STREET, CINCINNATI, OH 45202-4201

Policy No.: 3128229
Renewal of: 3128229

NAMED INSURED: Suburban School Cooperative Insurance Pool

ADDRESS: c/o Keeneyville School District #20
5540 Arlington Drive East
Hanover Park, IL 60133

Policy Period: From: December 31, 2016 To: December 31, 2017

12:01 a.m. Standard Time at Your Mailing Address shown below

THIS INSURANCE POLICY ISSUED BY: Great American Insurance Company 104 Bennett Avenue Suite 1-B Milford, PA 18337	Producer Name and Address Apex Insurance Services 111 West Jackson Boulevard Suite 1502 Chicago, IL 60604
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FORM OF BUSINESS: Individual Joint Venture Partnership Organization (Other than Partnership or Joint Venture)

BUSINESS DESCRIPTION: School Districts

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage part(s) for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE SECTIONS	Coverage Part Declarations Form (Number and Edition)	Premium
Property Coverage Section	AX 0100 07 1998	\$ 1,458,625.00
Inland Marine Coverage Section	AX 0100 07 1998	Included
Auto Physical Damage Coverage Section	AX 0100 07 1998	Included
Crime Coverage Section	AX 0100 07 1998	Included
General Liability Coverage Section	AX 0100 07 1998	Included
Law Enforcement Coverage Section	AX 0100 07 1998	Not Insured
School Board Legal Liability Coverage Section	AX 0100 07 1998	Included
Auto Liability Coverage Section	AX 0100 07 1998	Included
Employee Benefit Liability Section	AX 0100 07 1998	Included
Other – TRIA		Included

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS (Number and Edition Date)

See Forms and Endorsements Schedule

Total Advance Premium \$ 1,458,625.00

If Paid In Annual Installments, Premium Due:

\$ N/A at inception \$ N/A each anniversary

Direct Bill See Premium Payment Schedule Client No.

Audit Period: Annual (unless otherwise stated):

Monthly Quarterly Semi-Annual Other (Describe) None

Countersigned by:

Authorized Representative

FORMS AND ENDORSEMENTS SCHEDULE

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:

AX 0001 07 1998	Declarations
AX 0002 07 1998	Forms and Endorsements Schedule
AX 0003 07 1998	Supplemental Declarations
AX 0004 07 1998	Schedule of Self Insured Retentions
AX 0005 07 1998	Third Party Administrator Identification
AX 0100 07 1998	Apex Package Policy Form
AX 0302 07 1998	Amendment – Aggregate Limits of Insurance
AX 0006 07 1998	Illinois Changes – Cancellation & Non-Renewal
AX 0007 07 1998 / End't #1	Policy Change Endorsement: Named Insured
AX 0101 07 1998 / End't #2	Earthquake Endorsement
AX 0102 07 1998 / End't #3	Flood Endorsement
AX 0103 07 1998 / End't #4	Loss Adjustment Endorsement – Property
AX 0007 07 1998 / End't #5	Policy Change Endorsement: Time Limitation Endorsement
AX 0007 07 1998 / End't #6	Policy Change Endorsement: Certain Computer Related Losses
AX 0007 07 1998 / End't #7	Policy Change Endorsement: Fungi or Bacteria Exclusion
AX 0007 07 1998 / End't #8	Policy Change Endorsement: Crime
AX 0007 07 1998 / End't #9	Policy Change Endorsement: Crime
AX 0007 07 1998 / End't #10	Policy Change Endorsement: Abuse or Molestation
AX 0007 07 1998 / End't #11	Policy Change Endorsement: War Exclusion
AX 0007 07 1998 / End't #12	Policy Change Endorsement: Garage Keepers Legal Liab.
AX 0007 07 1998 / End't #13	Policy Change Endorsement: Loss Payee
AX 0007 07 1998 / End't #14	Policy Change Endorsement: Blanket Additional Insureds – Liability
AX 0007 07 1998 / End't #15	Policy Change Endorsement: Loss from Faulty Workmanship
AX 0007 07 1998 / End't #16	Policy Change Endorsement: Crime Definition Amended
AX 0007 07 1998 / End't #17	Policy Change Endorsement: Prior Occurrence – Rock Falls THSD #301
AX 0007 07 1998 / End't #18	Policy Change Endorsement: Blanket Additional Insureds – Automobile
AX 0007 07 1998 / End't #19	Policy Change Endorsement: Food Spoilage
AX 0007 07 1998 / End't #20	Policy Change Endorsement: Personal Property Amendment
AX 0007 07 1998 / End't #21	Policy Change Endorsement: Volunteer Workers as Employees
AX 0007 07 1998 / End't #22	Policy Change Endorsement: Off Premises Power Extension
AX 0007 07 1998 / End't #23	Policy Change Endorsement: Fellow Employee Member or Volunteer Worker Liability
AX 0007 07 1998 / End't #24	Policy Change Endorsement: Security Guards
AX 0007 07 1998 / End't #25	Policy Change Endorsement: Fire Extinguisher Recharge Expense
AX 0007 07 1998 / End't #26	Policy Change Endorsement: Arson Reward
AX 0007 07 1998 / End't #27	Policy Change Endorsement: Blanket Loss Payable Provision
AX 0007 07 1998 / End't #28	Policy Change Endorsement: Pollution
AX 0007 07 1998 / End't #29	Policy Change Endorsement: Computer Fraud
AX 0007 07 1998 / End't #30	Policy Change Endorsement: SBLL – Innocent Party
AX 0007 07 1998 / End't #31	Policy Change Endorsement: SBLL – Sublimit – Integration/Desegregation
AX 0007 07 1998 / End't #32	Policy Change Endorsement: SBLL – Sublimit – IEP
AX 0007 07 1998 / End't #33	Policy Change Endorsement: SBLL – Sublimit – Breach of Contract Claims
AX 0007 07 1998 / End't #34	Policy Change Endorsement: SBLL – Sublimit – FLSA Claims
AX 0007 07 1998 / End't #35	Policy Change Endorsement: SBLL – Choice of Counsel
PSD 1 07 2016 / End't #36	Policy Change Endorsement: Unmanned Aircraft
AX 0007 07 1998 / End't #37	Policy Change Endorsement: Exclusion – Lead Hazard
PSD 2 12 2016 / End't #38	Policy Change Endorsement: Social Engineering Fraud Endorsement

POLICY NO. 3128229

FORMS AND ENDORSEMENTS SCHEDULE (continued)

CA 2033 1001
CA 2130 1108
CA 2138 1108
CA 2153 0306
IL 0952 0115
CG 2170 0115
SC 3500 0302

Autos Leased, Hired, Rented or Borrowed with Drivers – Phys Dam Cov'g
Illinois Uninsured Motorist Coverage
Illinois Underinsured Motorists Coverage
Illinois Uninsured Motorists – Property Damage
Cap on Losses from Certified Acts of Terrorism
Cap on Losses from Certified Acts of Terrorism
War or Terrorism Exclusion

Supplemental Declarations

Excess Limits of Liability

The limit of liability under this agreement shall be in excess of the retained amount shown on the Schedule of Self Insured Retentions.

The excess limit will be as follows:

PART I – PROPERTY, INLAND MARINE, TIME ELEMENT AND AUTO PHYSICAL DAMAGE INSURING SECTIONS

Section A – Real and Personal Property, and Inland Marine

The Company will pay no more than \$ 1,000,000 in any one occurrence;

\$ N/A Blanket per occurrence limit

- \$ See End't #3 In the aggregate annually for flood
- \$ See End't #2 In the aggregate annually for earthquake
- \$ 1,000,000 Building Ordinance Coverage
- \$ 1,000,000 Newly Acquired or Constructed locations
- \$ 250,000 Pollutant Clean-up maximum limit
- \$ 300,000 Property in Transit
- \$ See End't #20 Per Employee – Personal Property of Employees

These sublimits do not increase this policy's total limit of liability payable in any one occurrence.

Insured	Not Insured	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mobile Equipment (ACV) Basis
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valuable Papers
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Accounts Receivable
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fine Arts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous Property
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electronic Data Processing Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	EDP Media
<input checked="" type="checkbox"/>	<input type="checkbox"/>	EDP Extra Expense

Section B – Auto Physical Damage

\$ Insured Actual cash value of the autos for each and every loss

Section C – Loss of Rents

\$ See End't #5 Each Occurrence

Section D – Gross Earnings

\$ See End't #5 Each Occurrence

Section E – Extra Expense

\$See End't #5 Each Occurrence

PART II – CRIME INSURING SECTIONS

Section F – Money and Securities – Inside

\$ 500,000 Each and every loss

Section G – Money and Securities – Outside

\$ 500,000 Each and every loss

Section H – Public Employee Dishonesty including Faithful Performance of Duty

\$ 500,000 Each and every loss

Section I – Depositors Forgery

\$ 500,000 Each and every loss

Section J – Money Orders and Counterfeit Papers

\$ 500,000 Each and every loss

Section J-1 – Computer Fraud

\$ 500,000 Each and every loss

Section J-2 – Social Engineering Fraud

\$ See PSD 1 12 2016 Each and every loss (inclusive of the Self Insured Retention)

PART III – GENERAL LIABILITY, LAW ENFORCEMENT LIABILITY, AUTO LIABILITY, EMPLOYEE BENEFITS LIABILITY AND SCHOOL BOARD LEGAL LIABILITY INSURING SECTIONS

Section K – General Liability

\$ 11,000,000 Each occurrence: General Liability
\$ Not Insured Per person: Medical Payments
\$ 200,000 Fire Damage Limit – any one fire (inclusive of the Self Insured Retention)
\$ 11,000,000 General Aggregate Limit

Section L – Law Enforcement Officers’ Professional Liability

\$ Not Insured Each occurrence
\$ Not Insured General Aggregate Limit

Section M – Automobile Liability

\$ 11,000,000 Each occurrence: Auto Liability
\$ 5,000 Per person: Medical Payments (inclusive of the Self Insured Retention)
\$ 40,000 Each accident: Uninsured Motorist Coverage (inclusive of the Self Insured Retention)
\$ 40,000 Each accident: Underinsured Motorist Coverage (inclusive of the Self Insured Retention)

Section N – Employee Benefit Liability

\$ 11,000,000 Each occurrence – Employee Benefit Liability – this does not include Fiduciary (ERISA) Liability
\$ 11,000,000 General Aggregate Limit

Section O – School Board Legal Liability – RETROACTIVE DATE: FULL PRIOR ACTS

**** Coverage applies to all members shown on AX 0007 071998, Endorsement #1, Named Insured, EXCEPT for Niles Elementary School District #71**

\$ 11,000,000 Each Claim
\$ 11,000,000 Annual Aggregate Limit of Liability
\$ 15,000 Wrongful Acts Member Deductible
\$ 20,000 Employment Practices Liability Member Deductible EXCEPT for the following:
 \$ 25,000 Bellwood School District #88
 \$ 25,000 Thornton Fractional Township HSD #215
 \$ 75,000 Waukegan Public School District #60

SCHEDULE OF SELF INSURED RETENTIONS

The SELF INSURED RETENTION amount, LOSS FUND AGGREGATE amount and MAINTENANCE DEDUCTIBLE stated herein are as follows:

\$ 250,000 **Self Insured Retention** per occurrence or per loss from a covered cause of loss

\$ 2,835,000 **Loss Fund Policy Aggregate**

\$ 2,500 **Maintenance Deductible**

In consideration of the reduced premium charged, the Company's obligation to pay for damages caused by a resulting from any occurrence or covered cause of loss is limited to the payment of that portion of the **Ultimate Net Loss** which, subject to the **Loss Fund Aggregate**, is in excess of the **Self Insured Retention** amount listed above.

The **Self Insured Retention** or the Company's obligation under the applicable coverage parts shall be in excess of the **Maintenance Deductible** identified above.

The Company's duty to investigate, settle and defend claims or suits under this policy applies only after the **Ultimate Net Loss** exceeds the **Self Insured Retention**, and the **Maintenance Deductible**, if applicable. The Company shall have the right, but not the duty, to associate with you in defense of any claim or suit for which the **Ultimate Net Loss** is likely to exceed the **Self Insured Retention**. The Company shall not be obligated to defend any claim or suit after the applicable limit of the Company's liability has been exhausted through payment of claims, settlements or judgements.

In the event that we make any payments in excess of the **Self Insured Retention**, we shall be subrogated to your rights of recovery against any person or organization to the extent of that payment. You shall do whatever is necessary to secure and preserve our right of subrogation. Any recovery or salvage, by you or us on a loss, will accrue entirely to our benefit until the sum paid by us has been made up. Distribution of recovery or salvage will be after deduction and credit to us for outside loss adjustment and legal expenses incurred in pursuit of subrogation, contribution or indemnification.

During the policy period and thereafter, you shall promptly notify us of the existence of any claim or suit involving significant damages as specified in the contract for claims services between you, the company and your third party administrator (handling your claims).

In the event that a dispute arises between you and us under this endorsement or concerning when a claim should be settled or the amount of such settlement, such dispute shall be subject to arbitration and both parties shall be bound by the finding and decision of the arbitrators.

You and we may agree to use one arbitrator. If we fail to agree on the identity of one arbitrator, the dispute shall be referred to three arbitrators, one being selected by you, one being selected by us and the third being selected by the two aforesaid arbitrators. If the arbitrator chosen by you and the arbitrator chosen by us do not agree to a third arbitrator within one month after both have accepted service, each party shall name two individuals of whom the other party shall decline one and the selection shall then be made by drawing lots. Should either you or we fail to appoint an arbitrator within one month after receipt of written notice, delivered by certified mail, from the other party requesting arbitration, the requesting party shall name both arbitrators and they shall proceed in all respects as above stipulated.

The arbitrators shall consider this agreement an honorable engagement rather than merely a legal obligation. Local rules of law as to procedure and evidence will apply and arbitration shall take place in the state in which your address, as shown in the Declarations, is located. The decision of the majority of the arbitrators shall be final and binding upon both parties and not subject to appeal.

DEFINITIONS

Self Insured Retentions (S.I.R.): The amount of dollars retained by the Insured for each occurrence or loss from a covered cause of loss and charged to the loss fund.

Ultimate Net Loss:

- A. all sums which the Insured is legally obligated to pay as damages including pre- and post- judgement interest, whether by reason of adjudication or settlement because of liability to which this insurance applies, and
- B. all expenses incurred by the Insured (including any third party administrator) in the investigation, negotiation, settlement or defense of claims or suits seeking such damages, excluding only the salaries of the Insured's regular employees, provided, however, that **Ultimate Net Loss** shall not include any damages or expenses or liability excluded or not otherwise covered by this policy.

Loss Fund Policy Aggregate: The amount of loss dollars retained by the Insured, which is the maximum amount to be applied for all **Self Insured Retentions**. No losses in excess of the **Self Insured Retentions** are chargeable to the loss fund. In addition, the **Self Insured Retention** is limited to the aggregate as indicated for all occurrences, persons, organizations, accidents, employees or claims. This aggregate **Self Insured Retention** applies separately to each consecutive annual period and any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declaration.

Maintenance Deductible: A per occurrence deductible applied against all Property, Inland Marine, Crime and Auto Physical Damage losses before application to either the **Self Insured Retention** or the **Loss Fund** or after depletion of the **Loss Fund Policy Aggregate**. There is no **Maintenance Deductible** applicable to General Liability, Employee Benefits Liability, Law Enforcement Liability, School Board Legal Liability and Auto Liability.

THIRD PARTY ADMINISTRATOR IDENTIFICATION

This endorsement modifies insurance provided under the following:

1. We will permit an “**Insured**” to contract with GALLAGER BASSETT SERVICES, INC to act as a “**Third Party Administrator**” (TPA) for claims within the “**Insureds**” “**Self Insured Retention**”.
2. We will accept notification of “**Occurrence**”, claim or “**Suit**” from GALLAGER BASSETT SERVICES, INC as if notification had come directly from an “**Insured**” as stated in the Common Policy Conditions, except written notification, remain unchanged.

CLAIMS TO BE ADMINISTERED BY THE FOLLOWING OFFICE:

Gallagher Bassett Services, Inc.
PO Box 7110
Oakbrook Terrace, IL 60181

This change is valid until the expiration date of the policy or the expiration date of GALLAGER BASSETT SERVICES, INC contract for services, whichever occurs first.

All other terms and conditions of this policy remain unchanged.

Policy No.: 3128229

INSURED: Suburban School Cooperative Insurance Pool

PACKAGE POLICY FORM

PART I: PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE AND TIME ELEMENT INSURING SECTIONS

SECTION A: Real and Personal Property and Inland Marine

We will only be liable for the Ultimate Net Loss in Excess of the self insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We agree to indemnify the Insured for all risks of direct physical loss or damage to all real and personal property including Inland Marine of the Insured, wherever located, per schedule of locations on file with the Company. This also includes personal property of employees of the Insured on the premises of the insured subject to the limit of liability in the policy declarations. This section is subject to the exclusions, conditions and definitions of this insurance.

SECTION B: Autos

We will only be liability for the Ultimate Net Loss in excess of the self insured retention.

We agree to indemnify the Insured against all risks of direct physical loss, including hitting another object, during any year of this insurance. This section covers loss or damage to autos, wherever they are, which:

1. the Insured owns; or
2. must adequately insure.

This section is subject to the exclusions, conditions and definitions of this insurance.

PART I: EXCLUSIONS

Perils

This insurance does not cover loss or damage to real property caused by:

1. moths, vermin, termites or other insects;
2. rust, wet or dry mold;
3. wear, tear or gradual deterioration;
4. mechanical breakdown; but, this exclusion does not apply as respects electronic data processing equipment;
5. condemnation, unless directly resulting from fire or extended coverage perils;
6. loss of use (except for the cost of a temporary replacement auto needed because of loss covered under Section B); or
7. delay or loss of market;
8. normal settling, shrinkage or expansion in foundations, walls, floors or ceilings.

This insurance also does not cover loss or damage caused by:

1. explosion of steam boilers, steam pipes; or

2. steam turbines or steam engines.

But, this insurance does cover direct loss or damage resulting from the explosion of accumulated gases or unconsumed fuel within:

1. the firebox or combustion chamber of any fired vessel; or
2. the flues or passages that conduct the gases from them.

This insurance also does not cover loss or damage caused by:

1. damp atmosphere or temperature changes;
2. electrical injury or disturbance caused by electrical currents artificially generated, but this exclusion does not apply as respects electronic data processing equipment, electronic data processing extra expenses; or
3. errors in programs or in instructions given to electronic data processing equipment.

This insurance also does not cover loss or damage caused by latent defect. This includes asbestos material removal unless the asbestos itself incurs a direct physical loss or damage caused by fire, lightening, explosion, windstorm or hail, smoke, aircraft or vehicle contact, riot or civil commotion, vandalism, fire protection system leakage, flood or earthquake.

This insurance does not cover loss or damage to personal property caused by:

1. mechanical derangement, inherent vice or latent defect;
2. processing or faulty workmanship;
3. shrinkage, evaporation, leakage or weight loss;
4. inventory shortage, mysterious disappearances;
5. any kind of employee infidelity, theft or dishonesty.

Exceptions. The only exception to these exclusions is a loss from covered peril that follows; and then only for the following loss.

1. **Earth Movement**

We will not pay for any claim or damage based upon, arising out of or attributed to:

- a. Any earth movement (other than sinkhole collapse), such as earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.
- b. Volcanic eruption, explosion or effusion. But if loss or damage by fire, sprinkler leakage, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.
- c. Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - (1) Airborne volcanic blast or airborne shock waves;
 - (2) Ash, dust or particulate matter; or
 - (3) Lava flow.

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.

All earth movement or volcanic eruptions that occur within any one hundred and sixty-eight (168) hour period will constitute a single occurrence.

2. **Water**

We will not pay for any claim or damage based upon, arising out of or attributable to:

- a. Flood, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
- b. Mudslide or mudflow.
- c. Water, except water which is normally contained within any type of tank, piping system or other process equipment.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

3. **Pollution and Contamination**

This insurance does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of contaminants or pollutants, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

Contaminants or pollutants means any material which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

This insurance also does not cover costs, fines, penalties or expenses, incurred or sustained by the Insured or imposed on the Insured at the order of any Government Agency, Court or Authority in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

Property

The following property is not covered:

1. animals;
2. bridges, roadways, streets, walks or other paved surfaces; but the following items are not excluded under this provision and a \$100,000 sublimit (inclusive of the Self Insured Retention) shall apply: school owned paved surfaces such as parking lots, roadways, walkways/sidewalks, running tracks and tennis courts.
3. dams;
4. aircraft;

5. pilings, piers, wharves or docks unless shown on schedule on file with company;
6. watercraft in excess of 35 feet;
7. standing timber;
8. money and securities; growing crops; land; underground tanks, pipes, flues or drains;

PART I: CONDITIONS

Valuation

At the time of loss, the basis of valuation unless otherwise endorsed herein will be as follows:

1. **Buildings, structures and general contents.** The cost, at the time of the loss, of replacing damaged or destroyed property to new condition. Replacement will be with materials of the same size, kind and quality as the original. But adjustments are subject to the following conditions:
 - a. We are not liable for more than the actual cash value of damaged or destroyed property (after deducting depreciation) that:
 - (1) the Insured does not repair, rebuild or replace within two years after the loss or damage.
 - b. We are not liable for more than the actual cash value of vacant property.
 - (1) A building is vacant when it doesn't contain enough business personal property to conduct customary operations.
 - (2) Buildings under construction are not considered vacant.
 - c. Our liability for property loss will not exceed the lesser of:
 - (1) the cost of repair;
 - (2) the cost, at the time and place of loss, to rebuild or replace property on the same site with the same size, kind and quality materials as the original; or
 - (3) the actual amount spent to rebuild, repair or replace the property on any site but the cost of such site is not covered.
 - d. **Functional Replacement Cost**

In the event of a partially damaged building the Insured shall have the option to demolish the damaged building and replace it with a new building intended to perform the same function. The Company will pay up to one hundred ten percent (110%) of the estimated repair cost toward the demolition and new construction on the same or another site but total loss payment for building and contents shall not exceed the policy limit of liability for Agreement A.
2. **Property of others.** The amount of the Insured's liability, not to exceed the replacement cost value.
3. **Improvement and betterment.** The replacement cost at the time and place of loss. If not replaced, then the actual cash value on the date of loss.
4. **Valuable Papers and Records.** Valuable Papers and Records that are your property or property of others in your care, custody or control. Valuable Papers and Records include account books, manuscripts, abstracts, drawings, card index systems, and other printed or written documents. Valuable records also include maps, films, tapes and other such materials.

But, it does not include Electronic Data Processing Media, data or programs.

5. **Fine arts.** The appraised value of the article, or if not appraised, fair market value.
6. **Accounts receivable.** All money the Insured's customers owe that the Insured can't collect because of the direct loss or damage to accounts receivable records, including:
 - a. interest charges on any loan taken to offset the loss;
 - b. collection costs in excess of normal collection costs; and
 - c. other reasonable expenses in reestablishing the Insured's records.

7. **Autos or mobile equipment.** The actual cash value of the auto or mobile equipment at the time of the loss, except for school buses that are five years or newer, which shall be the replacement cost at the time of the loss.

8. **Electronic Data Processing Systems and Equipment**

- a. If **Owned**, the replacement cost of the existing equipment or similar equipment performing the same functions, if not so replaced then the actual cash value.
- b. If **Leased**, the amount of the Insured's liability imposed by law or assumed by written contract.

9. **Electronic Data Processing Media**

We will pay either:

- a. the actual cost of reproducing the software; or
- b. if you do not reproduce the data and/or computer programs on the software, the value of the blank material on which the data and/or computer programs are recorded.

10. **Electronic Data Processing Extra Expense**

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:

- a. Electronic data processing equipment, word processing equipment, telecommunications equipment, or
- b. data and media, which you own, lease, or is under your control and is at your premises or in transit.

11. **Mobile Equipment – Equipment that is ten (10) years old or newer**

We will not pay more for any "loss" on a replacement cost basis (without deduction for depreciation) than the least of:

- a. The Limit of Insurance applicable to the property;
- b. The cost to replace the property with other 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 property.

We will not pay on a replacement cost basis for any "loss":

- a. Until the property is actually repaired or replaced; and

- b. Unless the repairs or replacement are made as soon as reasonably possible after the "loss".

If the property is not repaired or replaced, actual cash value will apply.

In the event of a "loss", the value of the property will be determined as of the time of "loss".

Debris Removal

We will pay the expense of removing debris from insured property after loss, except for the expense of removing foundations; and the cost of clean up, at the premises, made necessary as a result of direct physical loss or damage.

We will not pay the expense or cost to extract pollutants or contaminants from land or water, or to remove, restore, or replace contaminated or polluted land or water, or asbestos material present in or part of utilized in any undamaged portion of insured property.

The most we will pay under this additional coverage is 25% of the amount we pay for the direct physical loss of or damage to covered property.

Removal

This insurance covers expenses and any damage by moving property from the premises endangered by the covered perils in order to preserve it.

Pollutant Cleanup

1. We will pay your pollutant cleanup expenses only if:
 - a. You report the pollutant cleanup expenses to us in writing within 180 days of the date on which the Covered Cause of Loss occurs; and
 - b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" or contaminants is caused by or results from a Covered Cause of Loss that occurs during the policy period.
2. Pollutant cleanup expenses are amounts that are incurred:
 - a. To extract, remove, or clean up "pollutants" or contaminants from land or water; or
 - b. To remove, restore, or replace polluted or contaminated land or water; at "covered premises".

The most we will pay under this coverage for each "covered premises" is \$250,000 (inclusive of the Self Insured Retention) for the sum of all pollutant cleanup expenses arising from Covered Causes of Loss occurring during each separate twelve-month period of this policy.

Appraisal

We and the Insured will each name a competent, disinterested appraiser if we and the Insured disagree over the amount:

1. rebuild, repair or replace damaged or destroyed property; or
2. of the money to be paid.

The two appraisers will first appoint a competent, disinterested umpire. The appraisers will:

1. obtain reconstruction estimates; and
2. calculate the amount of the money due.

If the appraisers disagree, they will submit their appraisals to the umpire. The award, verified in writing by any two of the three, will determine the points in question.

We and the Insured will pay our own appraisers and equally share the cost of the umpire.

Civil Authority

Insured property is covered against damage or destruction by civil authority during a damaging fire or its prevention. But this only applies if the fire, damage or destruction is not caused or contributed to by:

1. war, invasion, rebellion, insurrection; or
2. other hostilities or warlike operations.

Consequential Loss

This policy insures against consequential loss to insured property caused by a change of temperature resulting from total or partial destruction by an insured peril to heating, air-conditioning, refrigerating or cooling apparatus, connection or supply pipes thereof, if such apparatus or supply piping is situated on or within one hundred feet of premises owned, leased or operated by the Insured.

Ordinance or Law

If a Covered Cause of Loss occurs to covered buildings, we will pay:

1. For loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:
 - a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - b. Regulates the construction or repair of buildings; or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss.
2. The increased cost to repair, rebuild, or construct the property caused by enforcement of building, zoning, or land use ordinance over law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning, or land use ordinance or law.
3. The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.

We will not pay for increased costs of construction under this coverage:

1. Until the property is actually repaired or replaced at the same premises or another premises; and
2. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.

We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law that requires any insured 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".

This does not apply as respects any state or municipal law, ordinance or code regulating asbestos material.

Unintentional Errors or Omissions

Failure of the Insured to disclose all hazards existing as of the inception date of this policy shall not prejudice the insurance with respect to the coverage afforded by this policy, provided such failure or omission is not intentional on the part of the Insured.

Expense to reduce or prevent loss

This insurance covers expenses for reducing or preventing a loss under this insurance. But, these expenses cannot exceed the amount by which the loss is reduced.

Fraudulent claims

If an Insured knowingly makes a false or fraudulent claim, this insurance will not apply.

Automatic acquisition

1. **Section A.** We will automatically cover newly owned property, new construction or other interests. Coverage will be up to the limit of liability specified in Part I. If the value of a new property exceeds the limit of liability, the Insured must immediately report the new property to us.

We may charge an additional premium:

- a. for new property reported to us; or
 - b. if your total property value increases through acquisition by more than 10% over the value submitted to us at the start of the policy.
2. **Section B.** Autos will be automatically covered if acquired during any year of this insurance. Notification is not required. We will not charge an additional premium.

PART I: DEFINITIONS

Property of the Insured. This means real and personal property including:

1. Building and contents listed in the location schedule including those not on the schedule but acquired by acquisition during any one year of this insurance.
2. Buildings under construction to include:
 - a. New buildings being erected on your "premises";
 - b. Additions to any buildings already insured under this Policy;
 - c. Renovations to any buildings including included in the Schedule of Property you provide to us; or
 - d. Renovations to any "vacant" buildings covered under this Policy to prepare them for occupancy;
3. Leasehold improvements the Insured owns;
4. Property the Insured holds on consignment; or
5. Property the Insured agrees to insure through a contract normal to its operation; or
6. Property in transit.

Autos. This means any motor vehicle or trailer. This includes its equipment and any other equipment permanently attached. The word "trailer" includes semi-trailer.

Occurrence. This means the total loss, disaster or casualty due to one or more covered perils.

Occurrence also means any loss caused by a single event that begins within 72 hours of the start of these perils:

1. tornado, cyclone, hurricane;
2. windstorm, hail and ice;
3. flood;
4. earthquake;
5. riot;
6. riot attending a strike;
7. civil commotion.

The Insured may elect when the 72-hour period begins.

Fine Arts. This means property that is rare or that has historic or artistic value.

Flood. This means:

1. Waves, tidal waves, or tidal water;
2. Overflow of any body of water;
3. Backed up drains and sewers;
4. Spray from any of the above, wind-driven or not.

Earthquake. This means:

1. Earth movement due to seismic activity, landslide, mud flow; or
2. Earth sinking, rising or shifting.

Each loss by an earthquake shock that happens within any period of 72 straight hours is considered a single earthquake. We are not liable for any loss caused by an earthquake shock that happens before this agreement goes into effect or after it ends.

Loss. This means accidental loss or damage.

Premises. This means a location described in the Schedule of Property you have given to us for buildings or other structures you own or occupy including grounds and paved surfaces adjacent to the building or structure, and bounded by public streets or official property lot lines.

Vacant. This means any building that:

1. Does not contain enough contents to conduct customary operations; or
2. Has no portion occupied or in use; or

A building which otherwise meets this definition of vacant will not be considered vacant if there are other occupied buildings on the same "premises."

A building in the course of construction or renovation will not be considered "vacant."

Transit. This means:

1. Property in transit.

2. All shipments within and between the territory of this policy including coastal waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for any inbound shipment; including during deviation and delay; until safely delivered into places of final destination.

Loss or damage to property:

1. sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;
2. arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;
3. occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents.

But as respects this transit coverage:

1. The policy territory means the United States, its territories and possessions or Canada.
2. The Insured may waive right(s) of recovery against private and contract carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this transit insurance will not insure the benefit of any carrier, bailee, warehouseman, or processor.
3. Cancellation will not affect coverage on any shipment in transit on the date of the cancellation. Coverage will continue until force until such property is delivered and accepted.

SECTION C: Loss of Rent

We will be liable for the Ultimate Net Loss in excess of the self insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We agree to indemnify the Insured for loss of rent.

We will be liable for the following to an Insured:

1. Actual loss sustained directly from necessary untenability. Our liability will:
 - a. not exceed the rent reduction less charges and expenses; and
 - b. only continue for the time it takes to rebuild, repair or replace the part of the damaged or destroyed property during the period of untenability. An Insured must work with due diligence and dispatch.

Our liability here is not limited by this policy's expiration.

2. Actual loss sustained directly from interrupted covered business if:
 - a. a civil authority specifically bans access to the premises;
 - b. the ban is a direct result of damage to or destruction of adjacent property; and the loss is due to a covered peril.

Our liability will not exceed two weeks in a row.

3. Necessary expenses to reduce loss under this Section. (The exception is expenses for putting out a fire). But total expenses cannot exceed the amount by which the loss otherwise payable under this section is reduced.

Alterations and new buildings

An Insured can:

1. change or add to a building; and
2. build new buildings.

This section extends to cover loss of rent from damage or destruction of:

1. alterations;
2. additions; and
3. new buildings.

The loss must occur during construction, completion or occupation. If the damage or destruction delays restoring the buildings to a tenantable condition, we will be liable for a time determined elsewhere in this section. We will calculate the loss and the time from the date the property would have been tenantable had not loss occurred.

EXCLUSIONS Applicable Only to SECTION C

We will not be liable for increased loss from a canceled, suspended or lapsed:

1. lease;
2. license; or
3. contract or order.

We will not be liable for increased loss due to strike or other persons interfering at the premises while:

1. the property is rebuilt or replaced; or
2. resuming or continuing business.

We will not be liable for increased loss due to any other consequential or remote loss.

CONDITIONS Applicable Only to SECTION C

If loss occurs, an Insured must protect the property from more than damage that might result in a longer interruption.

DEFINITIONS Applicable Only to SECTION C

Rent. This includes rental value. It is defined as the sum of:

1. the property's total anticipated gross rental income from tenants. The property must be furnished and equipped by an Insured;
2. all charges tenants legally must pay that an Insured would otherwise have to pay; and
3. fair rental value of any part of the property an Insured occupies.

In determining rent, we consider:

1. the rental experience before the date of damage or destruction; and

2. the probable experience after, had no loss occurred.

Directly. Means loss due to direct loss to described property from a covered peril.

SECTION D: Gross Earnings

We will only be liable for the Ultimate Net Loss in excess of the self insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We agree to indemnify the Insured for loss directly from necessary interruptions caused by damage or destruction to property of the Insured due to a covered peril. The loss must occur during the term of this insurance. This is subject to the exclusions, conditions and definitions of Part I of this Insurance.

We will be liable for the Named Insured's actual loss directly from interrupted business. Our liability will:

1. not exceed the reduction in gross earnings less charges and expenses; and
2. only continue for the time needed to rebuild, repair or replace the damage or destruction. An Insured must work with due diligence and dispatch.

Our liability does not end at the expiration of this Insurance. We will consider the normal cost needed to resume operations with the same quality of service that existed immediately prior to the loss, including: charges; and expenses, including payroll.

EXCLUSIONS Applicable Only to SECTION D

We will not be liable for increased loss from a canceled, suspended or lapsed:

1. lease;
2. license;
3. contract or order.

We will not be liable for any loss from damage to or destruction of finished stock nor the time required to reproduce finished stock.

We will not be liable for increased loss due to strike or other persons interfering at the premises while:

1. the property is rebuilt or replaced; or
2. resuming or continuing business.

We will not be liable for increased loss due to any other consequential or remote loss.

CONDITIONS Applicable Only to SECTION D

Direct Damage

There can be no claims against this Section due to the necessary interruption of business until we have:

1. paid for a loss; or
2. admitted liability.

Claims must be for direct physical damage to Insured property that causes the interruption.

Resumption of operations

We will consider, when figuring the amount of loss, if an Insured could reduce it by:

1. resuming operations completely or partially, whether or not the property is lost or damaged; or
2. using merchandise or other property elsewhere.

Expenses to reduce loss

This section also covers expenses in reducing loss. The exception is expenses to put out a fire.

This coverage will never exceed the reduced amount of loss under this section. These expenses will not be subject to any contribution clause.

DEFINITIONS Applicable Only to SECTION D

Gross earnings. This means the sum of:

1. total net sales;
2. other earnings from the business less the cost of sold merchandise. This includes packaging materials;
3. materials and supplies directly used in the services an Insured sells; and
4. services bought outside for resale which do not continue under contract. "Outside" cannot be an Insured's employee.

SECTION E: Extra Expense

We will only be liable for the Ultimate Net Loss in excess of the self insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

Subject to the exclusions, conditions and definitions of Part I of the insurance, we agree to indemnify an Insured for necessary extra expense:

1. in continuing normal business operations;
2. after damage or destruction of property on the Insured's premises;
3. caused by a covered peril; and
4. during the term of this Insurance.

We will only be liable for necessary extra expense for the period of restoration. This is the time:

1. needed for an Insured to rebuild, repair or replace the part of the damaged and destroyed property; and
2. starting with the date of the damage or destruction. An Insured must work with due diligence and dispatch. Our liability is not limited by the expiration date of this Insurance.

Alterations and new buildings

An Insured may change or add to any building or build new buildings. This Section covers extra expense from damage or destruction during construction, completion or occupation of:

1. alterations;

2. additions; and
3. new buildings.

The loss must occur during construction, completion, and occupation. If the damage or destruction delays the start of business operations, we will be liable for a time determined elsewhere in this Section. We will calculate the loss and the time from the date business operations would have begun had no loss occurred.

Interruption by civil authority

This Insurance extends to cover an Insured's necessary extra expense:

1. when a civil authority bans access to covered premises; and
2. as a direct result of damage or destruction of adjacent property.

This coverage will not exceed two weeks in a row.

CONDITIONS Applicable Only to SECTION E

Resumption of Operations

As soon as is practicable, an Insured must resume normal business operations and end the extra expense.

On our loss adjustment, we will consider any salvage value or property:

1. obtained for temporary use while restoring; and
2. that remains after normal operations resume.

DEFINITIONS Applicable Only to SECTION E

Extra expense. This means the excess of the total cost:

1. chargeable to the Insured's business;
2. over what would have been the total costs under normal operations.

Normal. This means the condition that would have existed if no loss had occurred.

These terms mean the same throughout the contract.

PART II: CRIME INSURANCE INSURING SECTIONS

SECTION F: Money and Securities (Coverage within the Premises)

We will only be liable for the Ultimate Net Loss in excess of the self Insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

Inside the Premises

We will pay for loss of covered property resulting directly from:

1. theft;
2. disappearance; or
3. destruction.

Covered property. Money and securities inside the premises or banking premises.

Containers of covered property. We will pay for loss of, and loss from damage to, a:

1. locked safe;
2. vault;
3. cash register;
4. cash box or cash drawer;

located in the premises. The loss must result directly from an actual or attempted:

1. theft of; or
2. unlawful entry into those containers

Premises damage. We will pay for loss from damage to the premises or its exterior resulting from an actual or attempted theft of covered property if an Insured is:

1. the owner of the premises; or
2. is liable for damage to it.

SECTION G: Money and Securities (Coverage Outside the Premises)

We will only be liable for the Ultimate Net Loss in excess of the self Insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We will pay for loss of covered property resulting directly from the covered causes of loss.

Outside Premises

We will pay for loss of covered property resulting directly from:

1. theft;
2. disappearance; or

3. destruction.

Covered property. This means money and securities outside the premises in the care and custody of a messenger.

Conveyance of property by armored motor vehicle company. We will pay for loss of covered property resulting directly from the covered causes of loss while outside the premises in the care and custody of an armored motor vehicle company.

But, we will pay only for the amount of loss that the Insured cannot recover:

1. under your contract with the armored motor vehicle company; and
2. from any insurance or indemnity carried by, or for the benefit of customers of the armored motor vehicle company.

EXCLUSIONS Applicable to SECTIONS F and G Only

We will not pay for loss as specified below:

1. **Accounting or arithmetical errors or omissions.** Loss resulting from accounting or arithmetical errors or omissions.
2. **Acts of employees, directors, trustees or representatives.** Loss resulting from any dishonest or criminal act committed by any of the Insured's employees, directors, trustees or authorized representatives:
 - a. acting alone or in collusion with other persons; or
 - b. while performing services for the Insured or otherwise.
3. **Exchange of purchases.** Loss resulting from the giving or surrendering of property in any exchange or purchase.
4. **Fire.** Loss from damage to the premises resulting from fire, however caused.
5. **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.
6. **Transfer or surrender of property**
 - a. Loss of property after it has been transferred or surrendered to a person or place outside the premises or banking premises:
 - (1) on the basis of unauthorized instructions; or
 - (2) as a result of a threat to do:
 - (a) bodily harm to any person; or
 - (b) damage to any property.
 - b. This exclusion does not apply under Section G to loss of covered property while outside the premises or banking premises in the care and custody of a messenger, if the Insured:
 - (1) had no knowledge of any threat at the time the conveyance began; or
 - (2) had knowledge of any threat at the time the conveyance began, but the loss was not related to the threat.
7. **Vandalism.** Loss from damage to the premises or its exterior or to containers of covered property by vandalism or malicious mischief.

8. **Voluntary parting of title to or possession of property.** Loss resulting from an Insured's, or anyone acting on an Insured's express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

CONDITIONS Applicable to SECTIONS F and G Only

Duties in the event of loss. If the Insured has reason to believe that any loss of, or loss from damage to, covered property involves a violation of law, the Insured must notify the police.

DEFINITIONS Applicable to SECTIONS F and G Only

1. **Banking premises.** This means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **Messenger.** This means the Insured, any of the Insured's partners or any employee while having care and custody of the property outside the premises.
3. **Premises.** This means the interior of that portion of any building the Insured occupies in conducting their business.
4. **Theft.** This means any act of stealing.

SECTION H: Public Employee Dishonesty including Faithful Performance of Duty

We will only be liable for the Ultimate Net Loss in excess of the self Insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We will pay for loss of, and loss from damage to, covered property property resulting from employee dishonesty.

We will also pay for 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 to your Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an "employee".

Covered property. Money, securities, and property other than money and securities.

Employees temporarily outside coverage territory. We will pay for loss caused by any employee while temporarily outside the territory specified in the Territory General Condition for a period of not more than 90 days.

EXCLUSIONS Applicable Only to SECTION H

We will not pay for loss as specified below.

Employee canceled under prior insurance. Loss caused by any employee for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

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.

Depository Failure. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

CONDITIONS Applicable Only to SECTION H

Cancellation as to any employee.

This insurance is canceled as to any employee:

1. Immediately upon discovery by:
 - a. an Insured; or
 - b. an Insured's officers or directors not in collusion with the employee;of any dishonest act committed by that employee whether before or after becoming employed by the Insured.
2. On the date specified in a notice mailed to the Insured. That date will be at least 30 days after the date of mailing.
3. Mailing a notice to the Insured at the last address known to us will be proof of notice. Delivery of notice is the same as mailing.

DEFINITIONS Applicable Only to SECTION H

Employee dishonesty. This means only dishonest acts committed by an employee:

1. whether identified or not;
2. acting alone or in collusion with other persons except the Insured or a partner.

The employee must have the manifest intent to:

1. cause the Insured to sustain loss; and
2. obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - a. the employee; or
 - b. any person or organization intended by the employee to receive that benefit.

SECTION I: Depositors Forgery

We will only be liable for the Ultimate Net Loss in excess of the self Insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We will pay for loss involving covered instruments resulting directly from forgery or alteration of any:

1. check;
2. draft;
3. promissory note;
4. bill of exchange; or
5. similar written notice.

Covered instruments. 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 the Insured;
2. made or drawn by one acting as your agent; or
3. are purported to have been so made or drawn.

Legal expenses. We will pay for any reasonable legal expenses that the Insured incurs and pays in that defense if the Insured:

1. is sued for refusing to pay any covered instrument on the basis that it has been forged or altered; and,
2. has our written consent to defend against the suit. The amount we will pay under this section is in addition to the limit of insurance applicable to this insurance.

EXCLUSIONS Applicable Only to SECTION I

Acts of employees, directors, or trustees. We will not pay for loss resulting from any dishonest or criminal act committed by any of an Insured's employees, directors, or trustees. This is whether:

1. they have acted alone or in collusion with other persons; or
2. while performing services for the Insured or otherwise.

CONDITIONS Applicable Only to SECTION I

Facsimile signatures. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

General amendment. For this coverage form the words, "covered property" in the Crime General Provisions Form means covered instruments.

Proof of loss. The Insured must include with the 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.

Territory. We will cover loss an Insured sustains anywhere in the world.

The Territory General Condition does not apply to this coverage form.

SECTION J: Money Orders & Counterfeit Paper

We will only be liable for the Ultimate Net Loss of the self Insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We will pay for loss due to the acquisition of Covered Property resulting directly from the Covered Cause of Loss:

1. Covered Property
 - a. money orders, including counterfeit money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank; and
 - b. counterfeit United States or Canadian paper currency.
2. Covered Cause of Loss means your acceptance
 - a. in good faith; or
 - b. in exchange for merchandise, money or services not paid upon presentation; and

- c. counterfeit United States or Canadian paper currency.

DEFINITIONS APPLICABLE ONLY TO PART II

Money. This means:

1. coins, currency, bank notes in current use,
2. travelers checks, register checks and money orders sold to the public,
3. checks, bank drafts, promissory notes or bills of exchange.

Securities. This means:

1. negotiable and non negotiable instruments;
2. contracts representing money or other property;
3. revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use;
4. tokens and tickets; and
5. evidence of debt issued in connection with credit or charge cards, which cards are not issued by you;

But does not mean money.

Employee. This means:

1. any natural person:
 - a. while in the Insureds regular service (and for 90 days after termination of service);
 - b. whom the Insured compensate directly by salary, wages or commissions;
 - c. whom the Insured has the right to direct and control while performing services for the Insured;
2. any natural person who is furnished to the Insured by an employment contractor to:
 - a. substitute for a permanent employee or leave;
 - b. meet seasonal or short-term work load conditions

while that person is subject to the insured's direction and control and performing services for the Insured excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

1. agent, broker, factor, leased employee, commission merchant, consignee, independent contractor or representative of the same general character;
2. director or trustee except while performing acts coming within the scope of the usual duties of an employee;
3. a person while in the employ of the Insured who is required by law to furnish an individual bond to qualify for office and who is a member of the staff or personnel, either elected or appointed, of the Insured.

EXCLUSIONS APPLICABLE ONLY TO PART II

This insurance will not pay for Loss as specified below:

1. **Acts committed by an Insured or Insured's partners.** Loss resulting from any dishonest or criminal act committed by the Insured or the Insured's partners, whether acting alone or in collusion with other persons.
2. **Government Action.** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss.** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, Loss resulting from:
 - a. An Insured's ability to realize income that would have been realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which an Insured is legally liable. But, compensatory damages arising directly from a loss covered under this insurance are included.
 - c. Payment of costs, fees or other expenses our insured incurs in establishing either the existence or the amount of loss under this insurance.

CONDITIONS APPLICABLE ONLY TO PART II

1. **Consolidation-Merger.** If through consolidation or merger with, or purchase of assets of, some other entity:
 - a. Any additional persons become employees; or
 - b. An Insured acquires the use and control of any additional premises;any insurance afforded for employees or premises also applies to those additional employees and premises, but only with:
 - a. written notice within thirty (30) days thereafter; and
 - b. payment of an additional premium.
2. **Coverage Extensions.** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Part.
3. **Discovery Period for Loss.** The Company will pay only for covered loss discovered no later than one year from the end of the policy period.
4. **Joint Insured**
 - a. If more than one insured is Named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this Insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
 - b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
 - c. An employee of any Insured is considered to be an employee of every Insured.
 - d. If this insurance or any of its coverage's is canceled or terminated as to any insured, all loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
5. **Non-Cumulation of Limit of Insurance.** Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

6. **Other Insurance.** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the Limit of Insurance.

7. **Ownership of Property; Interests Covered**

The property covered under this insurance is limited to the property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

8. **Policy Period.**

- a. The Policy Period is shown in the Declarations.
- b. The Company will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

9. **Valuation Settlement.** Subject to the applicable Limit of Insurance provision we will pay for:

- a. Subject to the applicable Limit of Insurance provision we will pay for:
 - (1) Loss of money for not more than its face value. We may, at option, pay for loss of money issued by any country other than the United States of America.
 - (a) At face value in the money issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
 - (2) Loss of securities for not more than their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such securities or replace them in kind, in which event you must assign to us all your right, 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 cost of the bond as would be charged for a bond having not exceeding the lesser of the:
 - i. Value of the securities at the close of business on the day the loss was discovered; or
 - ii. Limit of Insurance.
 - (3) Loss of, or loss from damage to, property other than money and securities or loss from damage to the premises for not more than the:
 - (a) Actual cash value of the property on the day the loss was discovered;
 - (b) Cost of repairing the property or premises;
 - (c) Cost of replacing the property with property like kind and quality.

- b. We may, at option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.
- c. We may, at our option, pay for loss of, or loss from damage to, property other than money:
 - (1) In the money of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the money of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- d. Any property that we pay for or replace becomes our property.

PART III: GENERAL LIABILITY, LAW ENFORCEMENT LIABILITY, AUTO LIABILITY, EMPLOYEE BENEFITS LIABILITY AND SCHOOL BOARD LEGAL LIABILITY INSURING SECTIONS

SECTION K: General Liability

We will only be liable for the Ultimate Net Loss in excess of the self insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We agree to pay those sums the Insured must legally pay, or the Named Insured has contracted to pay, for:

1. damages, direct or consequential; and
2. expenses.

Only damages and expenses defined by Ultimate Net Loss are covered.

These payments cover:

1. bodily injuries or personal injuries, suffered or alleged to have been suffered. These must be caused by an occurrence during the term of this insurance; and/or
2. property damage or loss of use. These must be caused by an occurrence during the term of this insurance.

Our liability here is subject to the exclusions, conditions and definitions in Part III, Part IV, Common Policy Provisions, or any added endorsements.

We must defend any suit against the Insured that seeks damages for personal injuries or property damage this insurance covers, even if the allegations are groundless, false or fraudulent. We may settle any claim or suit we consider expedient.

Medical Payments

To any one who is accidentally injured, we will pay all reasonable medical expenses incurred within one year from the date of the accident. The injury must be the result of:

1. a condition in the insured premises; or
2. operations that the Named Insured has injury coverage for under this insurance.

Medical expenses are included in Ultimate Net Loss.

SECTION L: Law Enforcement Officers' Professional Liability

COVERAGE

We will only be liable for the Ultimate Net Loss in excess of the self insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We will pay those sums that the Insured must legally pay as damages due to an act, error or omission that occurs while:

1. performing duties as a law enforcement officer; and
2. acting in the furtherance of law enforcement.

The Insured's actions must be within the governing regulations of the police department of the Named Insured.

These payments cover bodily injury, property damage and personal injury caused by an occurrence during the term of this insurance involving an:

1. act;
2. error; or
3. omission.

DEFENSE AND SETTLEMENT

We will defend any claim or suit against the Insured that seeks covered damages this insurance coverages. We will do this even if the statements in the claim or suit are groundless, false, or fraudulent. We will not pay back the Insured for these fees and expenses until a claim has been adjudicated or settled if:

1. the claim or suit against the Insured also includes matters that do not apply to this insurance; and,
2. we and the Insured cannot agree on the counsel's fees and expenses.

EXCLUSIONS Applicable Only to SECTION L

In addition to the exclusion found in Part III, this Section does not cover loss due to the following:

1. Any obligation of the Named Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
2. "Bodily injury" to:
 - a. An employee of the insured arising out of and in the course of employment by the insured; or
 - b. The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under a written contract.

3. Bodily injury, property damage or personal injury to any Named Insured's paid, full- or part-time auxiliary or volunteer law enforcement officers.
4. Personal injury or property damage due to willful violation of the penal code. This must be committed with an Insured's knowledge. It also does not cover claims due to acts committed:
 - a. with dishonesty or intent to deceive and defraud; and
 - b. by an Insured or at an Insured's direction.
5. Liability an Insured assumes under a contract except mutual law assistance agreements between political subdivisions.
6. Damage to property an Insured or an Insured's employees own, use, occupy or rent.
7. Damage to property in an Insured's care, custody or control. This exclusion does not apply to personal property of people in custody.
8. Actions, claims or suits for injunctive relief to improve the living conditions of a person in jail or custody. This includes:

- a. demands or actions for relief or redress other than money damages; and
 - b. fees or expenses due to demands or actions for relief or redress other than money damages.
9. Claims resulting from owning, operating, using, loading or unloading:
- a. autos (including machinery or attached equipment);
 - b. aircraft; or
 - c. watercraft.
- This section also excludes loss, damage or loss or use of any vehicle, aircraft or watercraft.
10. Any claims made against an Insured by other Insureds.
11. Injury or damage while an Insured performs health care or ambulance services, except for first aid. First aid is limited to emergency medical treatment given at the time of an accident.

CONDITIONS Applicable Only to SECTION L

1. Duties in an Accident, Claim or Suit

In the event of an accident, claim or suit, it is a condition of this policy that an Insured do the following:

- a. Give us immediate written notice when:
 - (1) an occurrence happens; or
 - (2) Insured learns of an act, error or omission an Insured could expect will lead to a claim.

An Insured will promptly take, at an Insured's own expense, all reasonable steps to prevent other claims from resulting from the occurrence. These expenses will not be recoverable under this policy.
- b. Provide a detailed statement that includes:
 - (1) all the known facts about the specific act, error or omission;
 - (2) the injury or damage that has resulted or may result; and
 - (3) how an Insured first became aware of the act, error or omission.
- c. Immediately send us every demand, notice, summons or other process an Insured or an
- d. Provide us with:
 - (1) a schedule of any other insurance that might apply to the claim; and copies of any of this insurance we request.

2. Adjudication

We will be entitled to recover fees, costs and settlements spent in defending occurrences if:

- a. an adjudication shows an Insured willfully broke laws or ordinances; or

- b. this was done, with an Insured's knowledge, dishonesty or with actual intent to deceive or defraud.

After the final adjudication, we may immediately stop payment for defending the occurrence.

DEFINITIONS Applicable Only to SECTION L

Insured. This means:

1. the Named Insured designated in the policy;
2. any paid full- and part-time employees of the Named Insured;
3. all auxiliary and reserve Law Enforcement Officers;
4. the heirs, executors, administrators, assigns and legal representatives of each Insured who has died or is incapacitated or bankrupt.

However, none of your employees is an Insured for bodily injury or personal injury to you or to a co-employee while in the course of his or her employment.

Damages. This means a monetary judgment, award or settlement.

Bodily injury. This means bodily injury, sickness, disease or death anyone suffers, but these must be caused accidentally while the Insured is making or attempting an arrest as a law enforcement officer.

Accidentally. This means the unintentional result of an intended act when used in the bodily injury definition of this agreement.

"Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property; or
2. loss of use of tangible property that is not physically injured.

"Personal injury" means:

1. false arrest, detention or imprisonment;
2. false or improper service of process;
3. malicious prosecution;
4. discrimination, unless insurance thereof is prohibited by law;
5. humiliation or mental distress;
6. oral or written publication of material that slanders or libels a person or organization;
7. oral or written publication of material that violates a person's right of privacy;
8. violation of civil rights protected under 42 USC 1981 ET sequential or state law;
9. violation of property rights;
10. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor.
11. Personal injury also means assault and battery while:

- (a) making or attempting an arrest; or
- (b) resisting an escape attempt by an arrested person. This must be before that person has a preliminary hearing before a magistrate or authorized officer.

Occurrence. This means an event that results in damage. A series of related events, including continuous or repeated exposure from a common cause, is one occurrence.

Auto. This means any motor vehicle licensed for use on public roads.

SECTION M: Auto Liability

COVERAGE

We will only be liable for the Ultimate Net Loss in excess of the self insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We agree to pay those sums the Insured must legally pay, or the Named Insured has contracted to pay, for:

- 1. damages, direct or consequential; and
- 2. expenses.

Only damages and expenses defined by Ultimate Net Loss are covered.

These payments cover:

- 1. bodily injury, personal injury, suffered or alleged to have been suffered. These must be caused by an occurrence during the term of this insurance; and/or
- 2. property damage or loss of use. These must be caused by an occurrence during the term of this insurance.

We also agree to pay those sums the Insured can legally recover from an owner or driver of an:

- 1. uninsured motor vehicle; or an
- 2. underinsured motor vehicle.

We must defend any suit against the Insured that seeks damages for bodily injuries, personal injuries or property damage this insurance covers, even if the allegations are groundless, false or fraudulent. We may investigate and settle any claim or suit we consider expedient.

Medical Payments

We will pay all reasonable medical expenses incurred within one year from the date of the accident. This is subject to the sub-limit shown on the declaration page.

Our liability here is subject to the exclusions, conditions and definitions in Part III, and Part IV - Common Policy Provisions, or any added endorsements.

EXCLUSIONS Applicable Only to SECTION M

This insurance does not cover bodily injury, personal injury or property damage while loading or unloading any auto.

CONDITIONS Applicable Only to SECTION M

The General Aggregate Limit does not apply to this agreement.

DEFINITIONS Applicable to SECTION M

Uninsured motor vehicle. This means an auto; vehicle or trailer for which:

1. No liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged; or
2. The sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is garaged but their limits are less than the limit of this insurance, or
3. An insuring or bonding company denies coverage or is or becomes insolvent, or
4. Which is a hit-and-run vehicle and neither the driver nor the owner can be identified. The vehicle must hit an Insured, a covered auto or a vehicle an Insured is occupying.

However, uninsured motor vehicle does not include any vehicle:

1. Owned and operated by a self-insurer under any applicable motor vehicle law.
2. Owned by a governmental unit or agency.
3. Designed for use mainly off public roads while not on public roads.

Underinsured motor vehicle. This means an auto, vehicle or trailer for which:

1. the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged;
2. but their limits are less than the limit of this insurance.

However, underinsured motor vehicle does not include any vehicle:

1. Owned or operated by any self-insurer under any applicable motor vehicle law.
2. Owned by a governmental unit or agency.
3. Designed for use mainly off public roads while not on public roads.

The Named Insured. Whenever used in Part III, Section M, an Insured and an Insured's means the Named Insured and:

1. Anyone or organization using, or legally responsible for an owned or hired auto. The actual use must be:
 - a. by the Named Insured; or
 - b. with the Named Insured's permission.
2. Any official or employee of the Named Insured using a non-owned auto in the course of business.

This insurance does not apply to the following unless they fall under 1 and 2 above:

1. Accidents due to anyone operating a(n):
 - a. auto sales agency;
 - b. repair shop open to the public;
 - c. service station; or
 - d. storage garage or public parking place.

2. Injury, sickness, disease or death or an employee injured:
 - a. in an accident;
 - b. due to maintaining or using the auto; and
 - c. in the course of the employer's business.
3. Owners or lessees of a hired auto, other than the Named Insured.
4. Agents or employees of owners or lessees of a hired auto, other than the Named Insured.
5. Non-owned autos:
 - a. of an employee or official; and
 - b. on autos owned by them or a member of their household.

PART III: DEFINITIONS

These definitions do not apply to Section L:

1. **Auto.** This means any motor vehicle licenses for use on public roads.
2. **Bodily injury.** This means: bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. Bodily injury includes incidental medical malpractice injury.
3. **Personal injury.** This means injury other than "bodily injury" arising out of:
 - a. false arrest, false imprisonment, detention except for loss caused by occurrences from the Insured's Law Enforcement Agency;
 - b. mental anguish and humiliation;
 - c. wrongful entry, wrongful eviction, malicious prosecution;
 - d. an oral or written publication that slanders, libels, harms property value or violates privacy rights.
4. **Incidental medical malpractice.** This means injury from providing, or failing to provide, the following services during the term of this insurance.
 - a. Medical, surgical, dental, X-ray or nursing services or treatment, including giving food or drink.
 - b. Giving drugs, medical, dental or surgical supplies or appliances.
 - c. This coverage does not apply to:
 - (1) an Insured's expenses for first aid at the time of an accident; and
 - (2) any Insured in the business of the services described under paragraphs a. and b. above.
 - (3) Injury caused by any indemnity in the business of the services described under paragraphs a. and b. above.
5. **Property damage.** This means:
 - a. physical injury to tangible property, including all resulting use of the property; or

b. loss of the use of tangible property that is not physically injured.

6. **Occurrence.** This means:

- a. an accident;
- b. a happening;
- c. an event; or
- d. continuous or repeated exposure to conditions.

These must unexpectedly or unintentionally lead to bodily injury or property damage during the term of this insurance. All exposure to substantially the same general conditions of one location is one occurrence.

7. **Damages.** This means a monetary judgment, award or settlement.

8. **Expense.** This means costs incurred by the Insured in the defense and settlement of claims. It does not mean wages of the Insured's employees. The definition of Ultimate Net Loss explains this more fully.

9. **General Aggregate Limit.** This means the most we will pay in any year of this insurance for damages and expenses defined by Ultimate Net Loss.

10. **Mobile Equipment.** This means any type of land vehicle, including any attached machinery or equipment, not licensed for highway.

11. **Your work.** This 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 or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

PART III: EXCLUSIONS

This insurance does not apply to any claim due to:

1. **Owning, maintaining, operating or using, loading or unloading;**

- a. aircraft, airfields, runways or air traffic control; or
- b. watercraft over 35 feet long.

2. **Law Enforcement Professional Liability.** This policy does not provide coverage for Law Enforcement Officers' Professional Liability if any of the following appears on the supplemental declaration page:

- a. "Not Insured"
- b. "No Coverage"; or
- c. "Not Applicable".

3. **Medical malpractice.** The exception is Incidental Medical Malpractice defined under Part III - Definitions.

4. Or related to:

- a. causing or contributing to a person's intoxication;

- b. furnishing alcoholic drinks to a person under the legal drinking age; or
- c. any statute, ordinance or regulation relating to selling, giving, distributing or using alcoholic drinks.

But exclusions 4.a. and 4.b. only apply if the Named Insured is in the business of:

- a. manufacturing, selling;
- b. distributing, serving; or
- c. furnishing of alcoholic drinks.

5. **Pollution.** "Bodily injury" or "property damage" arising out of or in any way related to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants by whomever caused, including, but not limited to, into or upon land, the atmosphere or any watercourse or body of water, including underground water or water table supplies.

This insurance also does not apply to any cost or expense arising out of any demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any pollutants. This includes demands, directives, complaints, suits, or requests brought by any governmental entity or by any person or group of persons.

We shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for damages, or any other relief.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, chemicals and wastes, including materials to be recycled, reconditioned, or reclaimed.

This exclusion does not apply to:

"Bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire:

- (a) At or from premises you own, rent, or occupy; or
- (b) Or indirectly on your behalf are performing operations, if pollutants are brought on or to the site in connection with such operations.

A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

6. **Asbestos.** Any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos - containing materials.
7. **Personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.
8. **Utility Failure.** Failure to provide or maintain proper:
- a. electricity or electrical power;
 - b. water or water pressure; or
 - c. gas or gas pressure.
9. **Workers' Compensation.** Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

10. **“Bodily injury”** to:
- a. An employee of the insured arising out of and in the course of employment by the insured; or
 - b. The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under a written contract.

11. **Property damage** to:

- a. property the Insured owns, rents or occupies;
- b. premises the Insured sells, gives away or abandons. This applies if the property damage comes from any part of those premises;
- c. property loaned to the Insured;
- d. personal property in the Insured’s care, custody or control;
- e. the part of real property on which the following work:
 - (1) the Insured; or
 - (2) any contractor or subcontractor on the Insured’s behalf, whether directly or indirectly.

This applies if the property damage comes from those operations.

- f. The part of real property that must be restored, repaired or replaced because “your work” was incorrectly performed.

Paragraph 11.b. of this exclusion does not apply if:

- (1) the premises are “your work”; and
- (2) the Insured never occupied, rented or held them for rent.

Paragraphs 11.c., 11.d., 11.e. and 11.f. do not apply to liability assumed under a sidetrack agreement.

12. **Mobile Equipment.** Bodily injury or property damage arising out of the use of mobile equipment in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
13. **Medical Payments** to a person injured while taking part in athletic activities sponsored by an Insured.
14. **“Bodily injury”** or property damage arising out of any mechanically operated amusement device.
15. **“Bodily injury”** and **“Personal injury”**:
- a. a person arising out of any:
 - (1) refusal to employ that person:
 - (2) termination of that person’s employment; or

- (3) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. the spouse, child, parent, brother or sister of that person as a consequence of “bodily 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:

- a. whether the Insured may be liable as an employer or in any other capacity; and
 - b. to any obligation to share damages with or repay someone else who must pay damages because of the injury.
16. **Errors or Omission.** Damages, other than damages for “bodily injury”, “property damage”, “personal injury” or “advertising injury”, arising from any actual or alleged error or misstatement or act or omission or neglect or violation of any federal or state civil rights, or breach of duty including misfeasance, malfeasance, or nonfeasance by the insured in the discharge of their duties for the Public Entity, or by members of the School Board or governing committee, individually or collectively, or for any loss.

PART III: CONDITIONS

Cross Liability

This insurance will cover the Insured against whom a claim is made as if separate policies had been issued to each Insured, when:

1. an employee of one Insured makes a claim for personal injuries and/or property damage; and
2. another Insured is or may be liable.

Nothing in this policy will increase our Limit of Liability.

Limits

The Limits of Liability of this Insurance will not exceed the scheduled limits, regardless of the number of:

1. Insureds;
2. claims or suits; or
3. persons or organizations making claims or bringing suits.

General Aggregate Limit

The General Aggregate Limit is shown on the supplemental declarations page. We will not pay nor defend any suits once the General Aggregate Limit is exhausted. It only applies to Sections K, L and N.

SECTION N: Employee Benefit Liability (This does not include Fiduciary Liability)

We will only be liable for the Ultimate Net Loss in excess of the self insured retention. We will not pay more than the limit of liability shown on the supplemental declaration page.

We agree to pay those sums the Insured becomes legally obligated to pay as damages for injuries sustained while in the administration of the Named Insured’s Employee Benefit Programs.

This section covers injuries to:

1. employees

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2. former employees;
3. prospective employees; or
4. the beneficiaries or legal representatives.
5. the beneficiaries or legal representatives of 1, 2, or 3 above.

Injuries must be caused by a negligent act, error or omission:

1. an Insured commits; or
2. committed by a person for whose acts, errors or omissions an insured is legally liable.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **PART III: SUPPLEMENTARY PAYMENTS.**

This insurance applies to any “negligent act, error or omission” which occurs in the “coverage territory” and during the policy period.

CONDITIONS Applicable Only to SECTION N

Duties in the Event of a Claim or “Suit”

1. We will have the right and duty to defend suit seeking those damages. But:
 - a. We may at our discretion, investigate any “negligent act, error or omission” and settle any claim or “suit” that may result; and
 - b. Our rights and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Insuring Section.
2. The Insured must see to it that we are notified as soon as practicable of any “negligent act, error or omission” which may result in a claim. To the extent possible, notice should include:
 - a. how, when and where the “negligent act, error or omission” took place:
 - b. the names and addresses of any insured persons and witnesses; and
 - c. the nature of any injury or damage arising out of the “negligent act, error or omission”.
3. If a claim is received by an Insured, you must:
 - a. immediately record the specifics of the claim and the date received; and
 - b. notify us as soon as practicable.
4. The Insured and other involved insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a “suit”;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or “suit”; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

5. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

EXCLUSIONS Applicable Only to SECTION N

This insurance does not apply to:

1. damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any Insured;
2. "bodily injury" or "property damage" or "personal injury";
3. damages arising out of failure of performance of contract by any Insured;
4. damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
5. any claim or "suit" based upon:
 - a. failure of any investment to perform as represented by any Insured, or
 - b. advice given to any person to participate or not participate in any plan included in the "employee benefit program";
 - c. the investment or non-investment of funds.
6. damages arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
7. damages for which the Insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended.

DEFINITIONS Applicable Only to SECTION N

Insured. This means:

1. The Named Insured designated in the policy;
2. Employees of the Named Insured provided they are authorized to act in the administration of the Insured's Employee Benefit Program.

Employee Benefit Program. This means:

1. group life insurance;
2. group accident or health insurance;
3. "profit sharing plans";
4. pensions plans;
5. employee "stock subscription plans";
6. workers compensation benefits;
7. unemployment insurance;
8. social security benefits; and

9. disability benefits.

Administration. This means:

1. counseling employees about Employee Benefit Programs;
2. interpreting the Employee Benefit Program;
3. handling Employee Benefit Program records; and
4. enrolling, terminating or canceling employees under the Employee Benefit Program.

The Named Insured must authorize all these acts.

“Employees”. This means: The Insured’s officers, partners and employees whether actively employed, disabled or retired.

“Negligent act, error or omission”. This means: The failure to execute a required action, or a mistaken action committed by the administration of the Insured’s employee benefit program to said program.

“Profit sharing plans”. This means: Only such plans that are equally available to all full time employees.

“Stock subscription plans”. This means: Only such plans that are equally available to all full time employees.

“Suit” means a civil proceeding in which damage because of an act, error or omission to which this insurance applies are alleged. “Suit” includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

PART III: SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or “suit” we defend:

1. All expenses we incur.
2. The costs of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against the Insured in the “suit”.
5. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we made an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. 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 Insurance.

These payments will not reduce the Limits of Insurance.

SECTION O: School Board Legal Liability

COVERAGE

We will only be liable for the Ultimate Net Loss in excess of the self-insured retention. We will not pay more than the limit of liability shown on the supplemental declaration page.

We agree to pay those sums the Insured must legally pay, or the Named Insured has contracted to pay, for:

1. damages, direct or consequential; and
2. expenses.

Only damage and expenses defined by Ultimate Net Loss are covered.

These payments cover CLAIMS first made during the period of this policy against the INSURED by reason of WRONGFUL ACTS rendered in the discharge of the EDUCATIONAL ENTITY duties. This insurance applies only to CLAIMS arising from WRONGFUL ACTS committed on or after the retroactive date stated in the Supplemental Declarations and before the end of the POLICY YEAR.

LIMITS OF LIABILITY

Regardless of the number of INSUREDS under this policy, persons or organizations who sustain damages payable under this policy, and/or suits brought on account of coverage afforded by this policy, the Company's liability is limited as follows:

1. The limit of liability stated on the Supplemental Declarations as applicable to "each CLAIM" is the limit of the Company's liability for all loss arising out of one WRONGFUL ACT (S) covered.
2. The annual aggregate limit of liability stated on the Declarations as applicable to "each POLICY YEAR" is subject to the above provision respecting "each CLAIM", and is the maximum limit of the Company's liability for each POLICY YEAR. In no event shall the Company's total limit of liability be increased for the "Extended Reporting Period".
3. Subject to the limits of liability stated above, the Company should only be liable to pay for loss in excess of the SELF-INSURED RETENTION shown on the Declarations on each and every CLAIM.
4. CLAIMS based on or arising out of the same act or interrelated acts of one or more INSUREDS shall be considered a single CLAIM and only one DEDUCTIBLE shall be applicable to such single CLAIM.

EXTENSION OF COVERAGE

This policy shall cover any CLAIM first made during the POLICY YEAR against the estates, heirs, legal representative, successors, or assigns of deceased persons who were INSUREDS at the time of the WRONGFUL ACT(S) upon which such CLAIM is based and which this insurance applies.

EXTENDED REPORTING PERIOD-BASIC AND OPTIONAL SUPPLEMENT

An EXTENDED REPORTING PERIOD, described below will be provided if the policy is cancelled or not renewed, or if the Company renews or replaces coverage with insurance that:

- (a) Has a retroactive date.
- (b) Provides coverage on other than a claims-made basis.
 1. A BASIC EXTENDED REPORTING PERIOD is automatically provided without additional charge. This period begins at the end of the POLICY YEAR and lasts for sixty (60) days. The "Basic Extended Reporting Period" does not apply to CLAIMS covered under any subsequent policy.
 2. Coverage for an optional SUPPLEMENTAL EXTENDED REPORTING PERIOD must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the POLICY YEAR.

The INSURED, subject to the terms and conditions set forth herein, shall have a right to elect that period to which the "Supplemental Extended Reporting Period" shall apply, which term equals 12 months. An additional premium (the extension premium) equal to two hundred percent (200%) of the annual premium previously charged by the Company shall be charged for each year the INSURED elects to have the

Supplemental Extended Reporting Period.

This right of extension shall terminate unless written notice is given to the Company not later than thirty days after the effective date of cancellation or non-renewal. Payment in full of the extension premium and any outstanding premium or recoveries owed to the Company shall be made concurrently with such written notice for such extension to become effective.

3. Neither EXTENDED REPORTING PERIOD extends the POLICY YEAR nor changes the scope of coverage provided. Subject otherwise to the policy's terms, limits of liability, exclusions and conditions, the policy is extended to apply to CLAIMS first made against the INSURED during the {Basic Extended Reporting Period}, or, if purchased, the SUPPLEMENTAL EXTENDED REPORTING PERIOD, but only to CLAIMS due to WRONGFUL ACT(S) committed prior to the end of the POLICY YEAR.
4. Neither EXTENDED REPORTING PERIOD reinstates or increases the policy's limit of liability. CLAIMS, which are first received and recorded during the BASIC EXTENDED REPORTING PERIOD or the SUPPLEMENTAL EXTENDED REPORTING PERIOD, if it is in effect, will be deemed to have been made on the last day of the POLICY YEAR.
5. The BASIC EXTENDED REPORTING PERIOD and the SUPPLEMENTAL REPORTING PERIOD do not apply to CLAIMS covered under any subsequent policy.

EXCLUSIONS Applicable Only to SECTION O

In addition to the exclusion found in PART III, this Section does not cover loss due to the following:

The Company shall not make any payment nor defend any suit in connection with any CLAIMS made against the INSURED:

1. Based upon or attributable to the INSURED gaining any profit, advantage or remuneration to which the INSURED is not entitled.
2. For any damage arising from bodily injury, sickness, emotional distress, mental anguish, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof, including, without, any allegation, claim or suit that arises out of or based upon a violation of a civil right(s) that cause or contribute in any way to such CLAIM. However, this exclusion does not apply to emotional distress or mental anguish with respect to employment related practices claims.
3. For false arrest, false imprisonment, libel, slander, defamation, invasion of privacy, wrongful eviction, assault, battery, malicious prosecution, abuse of process. However, this exclusion does not apply to false arrest, false imprisonment, libel, slander, defamation, invasion of privacy, wrongful eviction, malicious prosecution and abuse of process with respect to employment related practices claims.
4. Which are brought or contributed to in fact any dishonest or fraudulent act or omission or any criminal act or omission of the INSURED.
5. For which the INSURED is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a CLAIM under any policy or policies the term of which has expired prior to the inception date of this policy.
6. Arising from any circumstance(s) or incident(s) which might give rise to a CLAIM hereunder, which is either known or reasonably should have been known to the INSURED prior to the inception of this policy and not disclosed to the Company prior to inception.
7. For any actual or alleged violation by any INSURED of the Fair Labor Standards Act (except the Equal Pay Act), the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act or any rules or regulations promulgated under these acts or any similar provisions of any federal, state, local or foreign law, except a claim alleging retaliation for the exercise of any rights under such laws.

For any actual or alleged violation by any INSURED pursuant to a collective bargaining agreement; or for any actual or alleged CLAIM for overtime wages.

8. Based upon or attributable to any failure or omission of the INSURED to effect or maintain insurance of any kind.
9. For CLAIMS, demands or actions seeking relief or redress in any form other than monetary damages, or for any costs, fees including attorney's fees, or expenses which the INSURED shall be legally obligated to pay as a result of any adverse judgment for injunctive or declaratory relief. However, the Company shall provide defense not to exceed \$100,000 within the Self Insured Retention for CLAIMS seeking non-monetary relief in the area of employment disputes, special education, or redistricting activities.
10. For any damages arising from inverse condemnation, adverse possession, dedication by adverse use or eminent domain.
11. For any loss, cost or expense arising out of any demand, requirement, direction or request to test for, monitor, clean up, remove, contain, treat detoxify or neutralize pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
12. For any loss, cost, civil fine, penalty or expense against any INSURED arising from any complaint or enforcement action by any federal, state or local governmental regulatory agency.
13. As a result of strikes, riots or civil commotion.
14. (a) For Damages arising out of, resulting from, caused by or contributed by the toxic or pathological properties of lead, lead compounds or lead contained in materials; (b) For any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead; (c) For any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (a) or (b) above or for any obligation to share damages with or repay someone else who must pay damages in connections with parts (a), (b) or (c) above.
15. Arising out of breach of contract. However, this exclusion shall not apply to any CLAIM arising out of breach of an employment contract;
16. Arising out of activities of any law enforcement agency or the activities of any security guard personnel.
17. (a) Any tax assessment or adjustments, (b) Collection, refund, disbursement or application of any taxes, (c) Failure to anticipate tax revenue short falls & (d) Guarantee on bond issues.
18. Arising out of any INSURED'S involvement in, or vicarious liability for any ownership, management, investment, investment policy, oversight responsibility, or investment advice for any public or private investment fund, trust or pool, including the use of, or failure to use "derivative" investment components.
19. (a) Arising out of the actual or threatened abuse or molestation by anyone of any person while in the care custody or control of any INSURED; or (b) Arising out of the negligent:
 - 1) employment;
 - 2) investigation;
 - 3) supervision;
 - 4) reporting to the proper authorities, or failure to so report; and/or
 - 5) retention.
20. For any loss, cost or expense arising out of, resulting from caused or contributed to by asbestos or exposure to asbestos. This includes, but is not limited to, any cost for abatement, mitigation, removal or disposal of asbestos.

This exclusion also includes, but not limited to:

1. Any supervision, instructions, recommendations, request, warnings or advice given to which should have been given in connection with the above; and
2. Any obligation to share damages with or repay someone else whom must pay damages.

CONDITIONS Applicable Only to SECTION O

1. **ACTION AGAINST THE COMPANY.** No action shall lie against the Company unless, as a condition precedent thereto, the INSURED shall have fully complied with all the terms and conditions of this policy. In the event of the bankruptcy or insolvency of the INSURED, the Company shall not be relieved of the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency.
2. **ASSIGNMENT.** Assignment of interest under this policy shall not bind the Company unless its consent is first endorsed hereon.
3. **CANCELLATION.** This policy may be cancelled by the EDUCATIONAL ENTITY by surrendering the policy to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled or not renewed by the Company by mailing to the EDUCATIONAL ENTITY at the address shown in this policy, written notice stating when, not less than ten (10) days for non-payment of premium, or sixty (60) days for any other reason, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY YEAR. Delivery of such written notice either by the EDUCATIONAL ENTITY or by the Company shall be equivalent to mailing. In no event shall cancellation be applicable to any {Extended Reporting Period} by either the EDUCATIONAL ENTITY or the Company.

If this policy shall be cancelled by the EDUCATIONAL ENTITY, the Company shall return the customary short rate proportion of the unearned premium. If this policy shall be cancelled by the Company, the Company shall return the pro-rata proportion of the unearned premium. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practical. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended to be equal to the minimum period or limitation of such law.

4. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to and made a part of this policy.
5. **CONFLICTING STATUTES.** Terms of this policy, which are in conflict with the statutes of the state wherein this policy is issued, are hereby amended to conform to such statutes.
6. **EDUCATIONAL ENTITY AUTHORIZATION CLAUSE.** By acceptance of this policy, the EDUCATIONAL ENTITY named in Item I of the Declarations agrees to act on behalf of each INSURED with respect to the giving and receiving of notice of CLAIM or cancellation, the payment of premiums that may become due under this policy, and the selection of {Supplemental Extended Reporting Period}. Each INSURED agrees that the EDUCATIONAL ENTITY shall act on their behalf.
7. **SUBROGATION CLAUSE.** In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all rights of recovery therefore, and the INSURED shall execute all papers required and shall do everything that may be necessary to enable the Company effectively to bring suit in the name of the INSURED.
8. **SEVERABILITY CLAUSE.** As respects the particulars and statements contained in the application, conditions and the exclusions set forth herein, this policy shall be construed as a separate agreement with each INSURED. Nothing in this paragraph shall be construed to increase the Company's maximum liability as set forth in Item 3 of the Declarations.

9. OTHER INSURANCE. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the INSURED has other insurance, which is stated, or found to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) CONTRIBUTION BY EQUAL SHARES. If any of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy if the full amount of the loss is paid, and with respect to any amount of loss not so paid, the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limits in full or the full amount of the loss is paid.
- (b) CONTRIBUTION BY LIMITS. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than that which the applicable limit of liability under this policy, for such loss, bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

10. INSURED'S DUTIES IN THE EVENT OF CLAIM OR from WRONGFUL ACT(S) committed during the POLICY YEAR.

- (a) In the event of a CLAIM, written notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured party, the party making the CLAIM and of available witnesses, shall be given by or for the INSURED to the Company or its authorized agent as soon as practicable.
- (b) If CLAIM is made or suit is brought against the INSURED, the INSURED shall immediately forward to the Company every demand, notice, summons or other process received by them or their representative.
- (c) The INSURED shall cooperate with the Company and upon the Company's request shall consent to being examined and questioned by a representative of the Company, under oath if necessary. The INSURED shall attend hearings, depositions and trials. The INSURED shall assist in effecting settlement, securing and giving evidence, and obtaining the attendance of witnesses. In the conduct of suits, as well as in the giving of a written statement or statements to the Company hereunder, the INSURED shall not make any payment, assume any liability or incur any expense without the consent of the Company first being obtained. The Company shall have full discretion in the handling of any CLAIM or suit, and the INSURED shall give full information and assistance as the Company may reasonably require.

11. SETTLEMENT. The Company shall not settle any suit, CLAIM, or action without the EDUCATIONAL ENTITY'S consent. However, if the EDUCATIONAL ENTITY refuses to consent to the settlement of such CLAIM, action or suit, after receiving the Company's request for consent to settle, and the EDUCATIONAL ENTITY elects to contest such CLAIM, action or suit, and continues legal proceedings for such CLAIM, action or suit then the Company's liability to pay damages under this policy will be either the lesser of the following: (1) up to and not to exceed the amount of damages set forth in the Company's requests for consent to settle, or (2) the limits of liability as set forth in Section 3 of the Declarations.

Additionally, all further legal expenses, costs, and supplementary payments, incurred by an EDUCATIONAL ENTITY after the date of such refusal of the consent to settle, will be the responsibility of such EDUCATIONAL ENTITY.

DEFINITIONS Applicable to Only to SECTION O

Whenever used in this policy the following words have these meanings:

1. WRONGFUL ACT(S) means any actual or alleged errors, misstatements, misleading statements, acts or

omissions, neglect or breach of duty, individually or collectively, including actual or alleged Civil Rights violations, arising from the operation of the EDUCATIONAL ENTITY, school, educational or extracurricular program, or any matter claimed against the INSUREDS solely by reason of their being or having been INSUREDS during this policy period, and committed solely in the performance of duties for the EDUCATIONAL ENTITY named in the Declarations.

2. CLAIM means filing and or service of suit papers or arbitration proceedings filed against the INSURED or an EEOC or similar ADMINISTRATIVE HEARING filed against the INSURED, arising out of WRONGFUL ACT(S) to which this insurance applies.

However, the Company shall provide defense not to exceed \$100,000 for ADMINISTRATIVE HEARINGS, Arbitration or EEOC proceedings.

3. ADMINISTRATIVE HEARING is any proceeding filed under a local, state and/ or federal agency.
4. INSURED means the EDUCATIONAL ENTITY named in the Declarations and those persons who were, now are, or-shall be elected or appointed or employed officials of the EDUCATIONAL ENTITY, including all employees and all persons who perform a service on a volunteer basis for the EDUCATIONAL ENTITY. This policy shall not apply to any liability, damages or defense cost, incurred by Consultants and Independent Contractors arising from the Wrongful Acts of the Consultants and Independent Contractors.
5. EDUCATIONAL ENTITY means the educational institution named in the Declarations as legally constituted.
6. POLICY YEAR means the period of one-year following the beginning date and hour of the policy, as shown in the Declarations, or, if the time between the beginning date and the termination of the policy is less than one year, such lesser period.
7. DAMAGES, with respect to employment related practices CLAIMS, shall include settlements, judgments, pre and/or post-judgment interest, front and back pay, compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award. DAMAGES shall not include:
 - a. Criminal or civil fines, sanctions or penalties imposed by law, payroll or other taxes (except for the 10% "excess benefit" tax assessed by the Internal Revenue Service against any INSURED pursuant to 26 USC Section 4958(a)(2);
 - b. The value of tuition or scholarships; employment related benefits including, but not limited to, medical, pension, disability, life insurance or other benefits; stock options; perquisites; administration of any employee benefit plan or self-insurance fund; deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof;
 - c. Liquidated damages, other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; and
 - d. Any amounts which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for compensatory, punitive, or exemplary damages or the multiple portion of any multiplied damage award.

PART IV: COMMON POLICY PROVISIONS

COMMON POLICY CONDITIONS

Policy Limits

The policy limit will not be reduced by defense cost or loss adjustment expenses.

Inspection, Audit and Verification of Values

We are permitted, at reasonable hours, to inspect the premises an Insured uses. However, neither the Company's inspection or any report thereof will serve as any representation that the Insured's property or operations are safe or healthful or that they comply with any law, rule or regulation. We also may examine an Insured's books and records relating to coverage under this policy.

Cancellation

1. The first Named Insured shown on the declarations page may cancel this policy by mailing us advance written notice.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice at least:
 - a. 10 days before the effective cancellation date, if we cancel for premium nonpayment; or
 - b. 90 days before the effective cancellation date, if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Cancellation notice will state the effective cancellation date. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. Cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Loss fund maintenance

If either we or the Insured cancel this insurance, the required annual aggregate Ultimate Net Loss, retained amount will stay in effect. Cancellation will not reduce the annual Loss Fund retained.

Bankruptcy and Insolvency

We will still have to pay any claims made; if:

1. an Insured becomes bankrupt or insolvent; or
2. any entity comprising the Insured becomes bankrupt or insolvent.

Expense Allocation

The Insured's self insured retention will be applied to defense and loss adjustment expenses before we will make any payments under this policy for occurrences covered by this insurance.

Other Insurance

If an Insured has other insurance against loss covered by this insurance, we will only be liable for the loss in excess of other coverage. Money from the other insurance will not accrue in this insurance's aggregate loss fund.

Mortgage Clause

Any mortgagee's interest in covered property is included as if a separate endorsement were attached to this policy. The interest is:

1. covered up to the amount of the mortgage on the date of the loss; and

2. subject to the liability limits of this policy.

An Insured's Duties If There Is an Occurrence, Claim or Suit

An insured has certain duties if an occurrence, claim or suit is brought against an insured that:

1. may result in a claim under this policy, or
2. involves any of the following;
 - a. death;
 - b. head injuries involving brain damage;
 - c. quadriplegia, paraplegia or paralysis;
 - d. amputation of a major body member;
 - e. rape and/or serious physical assault; class action;
 - f. environmental claims involving contamination, pollution, toxic chemical radiation or asbestos; or
 - g. any claimant demand totaling 50% or more of the Self Insured Retention;
 - h. Law Enforcement Officers' Professional Liability Coverage; or
 - i. Employee Benefits Liability Coverage.

In these situations, regardless of perceived liability, an Insured must notify us in writing and include:

- a. reasonable information about time, place and circumstances; and
- b. copies of demands, notices, summonses or other legal documents an Insured has received.

An Insured must also:

- a. cooperate with our investigation, settlement or defense.
- b. help us, if we ask, to enforce any right against any one or any organization that may be liable to an Insured because of a covered injury or damage.

Unless having our express written consent, or acting at his own cost, an Insured will not voluntarily:

- a. make a payment;
- b. assume any obligation; or
- c. incur any expense.

The only exception is for first aid.

Change of Claim Handling Agency

An Insured needs our express written consent to change or end their third party administrator's contract. The provision applies even after the term of this policy period.

Loss Payments

After we have been determined liable under this policy under Part III, we will pay on behalf of the Insured for all losses over the Self Insured Retention. As respects losses under Part I and Part II, we will indemnify an Insured promptly for all losses over the Self Insured Retention.

We will pay or make good all adjusted claims within 30 days after:

1. claims are presented to the Insured's Third Party Administrator (TPA); and
2. we accept satisfactory proof of interest and loss.

Appeal

We have the right to appeal any judgment that results in an Ultimate Net Loss when:

1. the Ultimate Net Loss is the Insured's self Insured retention;
2. the Insured's self insured retention is greater than or equal to one half of the Ultimate Net Loss but only with the Insured's consent. When we do not obtain the Insured's consent, a mutually agreed disinterested lawyer will be hired. The lawyer will provide a written opinion about the appeal. The opinion will bind an Insured and us. We will share equally the cost of this opinion. This cost will not be included within the Ultimate Net Loss.

Litigation Proceedings

A suit to recover a claim under this policy cannot be filed until 90 days after giving us proof of loss. And it must be filed within 27 months of:

1. the date the loss occurred, if an Insured knew of the loss; or
2. the date an Insured notified us of the loss or claim.

Recovery

An Insured will assign us all rights against any person or entity involving claims or payments made under this policy. An Insured will sign all papers we need and cooperate with us to gain these rights. Reimbursements, salvages or recoveries on a covered loss are applied in this order, after deduction costs:

1. To the amount of loss over the applicable liability limit.
2. To reduce our loss until we are fully reimbursed.
3. To reduce an Insured's loss from applying the Annual Aggregate Ultimate Net Loss.

Waiver of Subrogation

This insurance will not be invalidated if:

1. an Insured waives the right of recovery for covered loss or damage;
2. the waiver is by written agreement; and
3. the waiver occurs before the loss or damage occurs.

Representations

By accepting this policy, the Insured agrees:

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1. the statements in the Declarations are accurate and complete;
2. those statements are based upon representations the Insured made to us; and
3. we have issued this policy in reliance upon the Insured's representations.

Waiver of Governmental Immunity

We will waive, both in the adjustment of claims and in the defense of "Suits" against the "Insured", any governmental immunity of the "Named Insured", unless the "Insured" requests in writing that we do not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Insurance.

Conflicting Statutes

This insurance will be enforceable for an Insured, as if it complied with the law, even if:

1. under controlling law, an Insured cannot enforce any part of this policy; and
2. it is claimed an Insured is liable for an injury covered under this policy because of noncompliance with the law.

Assignment

We will not be bound by an Insured's assignment of interest until our consent is added as an endorsement to this policy.

Changes

By accepting this policy, an Insured agrees that it embodies all agreements between us and the Insured regarding this insurance. No terms can be waived or changed except by endorsement. Notice to, or knowledge of, an agent will not cause a waiver or change in this Insurance.

COMMON POLICY EXCLUSIONS

War

This policy does not cover loss or damage in any way from:

1. war;
2. invasion;
3. acts of foreign enemies;
4. weapons of war using atomic fission or radioactive force (whether or not during a war);
5. hostilities, whether war is declared or not;
6. civil war;
7. rebellion;
8. revolution;
9. insurrection;
10. military or usurped power;

11. nuclear fission or fusion; or
12. radioactive contamination.

This policy also does not cover loss or damage in any way to property that is:

1. confiscated, nationalized or requisitioned;
2. under orders from any government authority.

but it does cover property destroyed:

1. by order of civil authority; and
2. to prevent spread of fire.

Nuclear: Direct Physical Damage

Part I of this Insurance does not cover loss by:

1. nuclear reaction;
2. nuclear radiation; or
3. radioactive contamination.

It is irrelevant whether these occurrence are:

1. controlled or uncontrolled; or
2. due to any act or condition of nuclear reaction, radiation or radioactive contamination.

It is also irrelevant whether the loss is:

1. direct or indirect;
2. proximate or remote; or
3. wholly or partly caused by, contributed to, or aggravated by any covered perils.

The following, whether controlled or uncontrolled, are not "explosion" or "smoke":

1. nuclear reaction;
2. nuclear radiation; and
3. radioactive contamination.

This clause applies to all covered perils except for fire, which is covered in the nuclear clause above.

Nuclear Incident Exclusion Clause Liability - Direct (Broad)

Under certain circumstances, Part III does not apply to:

1. injury, sickness;
2. disease, death; and

3. destruction or loss.

The circumstances are:

1. When an Insured is also Insured under a nuclear energy liability policy issued by the:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association.
2. If an Insured would be covered under the above insurance but its limit of liability is exhausted.

Under certain circumstances, Part III does not apply to any of the following that results from the hazardous properties of nuclear material:

1. injury, sickness;
2. disease, death; and
3. destruction or loss.

The circumstances are:

1. If any person or organization must keep financial protection under the Atomic Energy Act of 1954 or any of its amendments.
2. If, without this insurance, an Insured would be indemnified by the United States, or any of its agencies.

Under certain circumstances, Part III, does not apply to any of the following that results from the hazardous properties of nuclear material:

1. injury, sickness;
2. disease, death; and
3. destruction or loss.

The circumstances are if:

1. The nuclear material is at a nuclear facility:
 - a. an Insured owns, operates; or
 - b. is operated on an Insured's behalf; or
 - c. is discharged or dispersed from them.
2. The nuclear material spent in fuel or waste is:
 - a. possessed, handled;
 - b. used, processed;
 - c. stored, transported; or
 - d. disposed of;

by an Insured or on the Insured's behalf.

3. An Insured provides services, materials, parts or equipment:
 - a. for planning, constructing, maintaining, operating or using any nuclear facility.
 - b. leading to injury, sickness, disease, death, destruction or loss. This exclusion applies only to injury or destruction of property at facilities in the United States of America, its territories or possessions, or Canada.

Nuclear Exclusion Definitions

1. **Hazardous properties.** This means radioactive, toxic or explosive properties.
2. **Nuclear material.** This means source material, special nuclear material or by-product material. (we use "source material", "special material" and "by-product material" as defined in the Atomic Energy Act of 1954 or its amendments).
3. **Spent Fuel.** This means any fuel element or component, solid or liquid, that has been used or exposed to radiation in a nuclear reactor.
4. **Waste.** This means any waste material that: contains by-product material; and results from any person or organization operating a nuclear facility as defined in this section.
5. **Nuclear facility.** This means:
 - a. Any nuclear reactor.
 - b. Any equipment or device designed or used for:
 - (1) separating 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 processing, fabricating or alloying special nuclear material. This applies if at any time these materials:
 - (1) are in an Insured's custody;
 - (2) are at the premises where the equipment or device is located;
 - (3) consists of or contain more than 25 grams of plutonium or uranium 233 in any combination; or
 - (4) consist of or contain more than 250 grams of uranium 235.
 - d. Any of the following used for storage or disposal of waste:
 - (1) structure;
 - (2) basin;
 - (3) excavation;
 - (4) premises; or
 - (5) place.

- e. "Nuclear facility" also includes:
 - (1) the site where any of the above are located;
 - (2) all operations conducted at these sites; and
 - (3) all premises used for these operations.

6. **Nuclear reactor.** This means any apparatus designed or used for nuclear fission either:

- a. in a self-supporting chain reaction; or
- b. to contain a critical mass of fissionable materials.

7. **Injury, destruction or loss.** These include all forms of radioactive contamination of property.

COMMON POLICY DEFINITIONS

We. Wherever used in this policy, this means the company designated on the declarations page.

The Named Insured. Wherever used in this policy, "an Insured" and "an Insureds" means the Named Insured. They may also mean:

- 1. Any official, trustee, director, officer, employee, volunteer, student teachers, student body organizations, PTA's or PTO's of the Named Insured while acting within the scope of his duties, however none of your employees is an insured for bodily injury or personal injury to you or to a co-employee while in the course of his or her employment.
- 2. Any person, organization, trustee or estate:
 - a. acting on the Named Insured's behalf; and
 - b. to whom the Named Insured must provide the kind of insurance this policy covers. This obligation must be by written agreement.

Territory. This means:

- 1. The United States, its territories and possessions, or Canada.
- 2. International waters or air space. But bodily injury, personal injury or property damage cannot occur during travel to or from any other country, state or nation.
- 3. Anywhere in the world. But bodily injury, personal injury or property damage must be due to a product sold for use, and the original suit is brought within:
 - a. The United States, its territories and possessions; or
 - b. Canada.
- 4. Anywhere in the world. But property damage, bodily injury or personal injury must be due to acts of an Insured permanently living in the United States while temporarily outside:
 - a. The United States, its territories and possessions; or
 - b. Canada

Coverage does not apply to:

- 1. bodily injury or property damage included within the completed operations or products hazard; or

2. Premises Medical Payments Coverage.

Combined loss

Claims for damages from one occurrence made under two or more Sections of this insurance shall be excess of only one self insured retained amount, whichever is the greatest.

Claims for damages from one occurrence made under two or more Sections of this insurance are considered made when we receive the first claim.

**AMENDMENT - AGGREGATE LIMITS OF INSURANCE
(PER MEMBER)**

This endorsement modifies insurance provided under the following:

SECTION K, GENERAL LIABILITY
SECTION L, LAW ENFORCEMENT OFFICER'S PROFESSIONAL LIABILITY
SECTION N, EMPLOYEE BENEFITS LIABILITY
SECTION O, SCHOOL BOARD LEGAL LIABILITY

The General Aggregate Limit, show on the Supplemental Declarations, applies separately to each "Member".

"Member" means each entity as listed on the Named Insured Endorsement for this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ILLINOIS CHANGES –
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

Package Policy

It is hereby agreed that under **PART IV, COMMON POLICY CONDITIONS**, as shown on page 44 of 52 of Form AX 0100 071998, the Cancellation Condition is replaced by the following wording. In addition, it is agreed that the Nonrenewal condition is added to the policy.

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. If this policy has been in effect for 60 days or less, except as provided in paragraphs 9. And 10. Below, we may cancel this policy by mailing written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If this policy has been in effect for more than 60 days, except as provided in paragraphs 9. and 10. below, we may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. You have violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director that the continuation of the policy could place us in violation of the insured laws of this State.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 60 days before the effective date of cancellation. When cancellation if for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

4. We will mail our notice to you, any mortgagee or lienholder known to us and to the agent or broker, at the last address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective id we have not made or offered a refund.

7. Proof of mailing will be sufficient proof of notice.
8. Our notice of cancellation will state the reason for cancellation.
9. REAL PROPERTY OTHER THAN RESIDENTIAL PROPERTIES OCCUPIED BY 4 FAMILIES OR LESS:

The following applies only if this policy covers real property other than residential property occupied by 4 families or less:

If any one or more of the following conditions exists at any building that is Covered Property in this policy, we may cancel this policy by mailing to you written notice of cancellation at least 10 days before the effective date of cancellation.

- a. After a fire loss, permanent repairs to the building have not started within 60 days of satisfactory adjustment of loss, unless the delay is due to a labor dispute or weather conditions.
 - b. The building has been unoccupied 60 days or more consecutive days. This does not apply to:
 - (1) Seasonal unoccupancy; or
 - (2) Buildings under repair, construction, or reconstruction, if properly secured against unauthorized entry.
 - c. The building has:
 - (1) An outstanding order to vacate;
 - (2) An outstanding demolition order; or
 - (3) Been declared unsafe in accordance with the law.
 - d. Heat, water, sewer service or public lighting have not been connected to the building for 30 consecutive days or more.
10. RESIDENTIAL PROPERTIES OCCUPIED BY 4 FAMILIES OR LESS:

The following applies if this policy covers residential properties occupied by 4 families or less:

If this policy has been in effect for 60 days, or if this is a renewal policy, we may only cancel this policy for one or more of the following reasons:

- a. Nonpayment of premium;
- b. The policy was obtained by misrepresentation or fraud; or
- c. Any act that measurably increases the risk originally accepted.

The provisions of paragraphs 9. and 10. above do not apply to coverage under the Glass Coverage Form.

11. GRAIN IN PUBLIC GRAIN WAREHOUSES

(Not applicable to grain owned by the Commodity Credit Corporation)

The following applies only with respect to grain in public grain warehouses:

The first Named Insured or we may cancel this policy at any time by mailing to:

- a. The other; and
- b. The Director of the Illinois Department of Agriculture (at its Springfield Office);

60 days written notice of cancellation.

Nonrenewal

1. If we decide not to renew this policy, we will mail written notice stating the reason for nonrenewal to you last mailing address known to us at least 60 days before the expiration date of the policy. A copy of the notice will also be sent to:
 - a. The broker, if known to us, or the agent of record; and
 - b. The last known mortgagee or lienholder named in the policy at the last mailing address known to us.

The paragraph does not apply if we have manifested our willingness to renew directly to you.

2. The following provision applies only if this policy covers residential properties occupied by 4 families or less:
If this policy has been issued to you and in effect with us for 5 or more years, we may not fail to renew this policy unless:
 - a. The policy was obtained by misrepresentation or fraud;
 - b. The risk originally accepted has measurably increased; or
 - c. You received 60 days' notice of our intent not to renew as provided in 1. above.

The provision of paragraph B.2. above do not apply to coverage under the Glass Coverage Form.

Policy: 3128229

Endorsement No.: 1

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- 1. Automobile
- 2. Property
- 3. General Liability
- 4. Inland Marine
- 5. Crime
- 6. Other
- 6. Named Insured

Description of Change:

NAMED INSURED ENDORSEMENT

It is agreed that the Named Insured and the Form of Business Organization shown in the Declarations is amended to read as follows:

CASE/Cooperative Association for Special Education
22 West 600 Butterfield Rd
Glen Ellyn, IL 60137

Wood Dale School District #7
543 N. Wood Dale Road
Wood Dale, IL 60191

PAEC District #803 Proviso Area for Except.
Children
1000 Van Buren Street
Maywood, IL 60153-1989

Medinah School District #11
700 E. Granville Ave.
Roselle, IL 60172

SW CO-OP for Special Education
6020 W. 151st Street
Oak Forest, IL 60452

Roselle School District #12
100 E. Walnut Street
Roselle, IL 60172

Technology Center of DuPage/DAOES
301 S. Swift Road
Addison, IL 60101

Rock Falls Elementary School District #13
602 Fourth Avenue
Rock Falls, IL 61071

Community Unit School District #5
410 E. Lefevre Road
Sterling, IL 61081-1399

Keeneyville School District #20
5540 Arlington Drive East
Hanover Park, IL 60133

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 1

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|----------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other 6. <u>Named Insured</u> |

Description of Change:

It is agreed that the Named Insured and the Form of Business Organization shown in the Declarations is amended to read as follows:

Prospect Heights School District #23
700 N. Schoenbeck Road
Prospect Heights, IL 60070-1231

West Northfield School District #31
3131 Techny Road
Northbrook, IL 60062

Arlington Heights School District #25
1200 South Dunton
Arlington Heights, IL 60005

Glenview Public School District #34
1401 Greenwood Road
Glenview, IL 60026

Northbrook School District #27
1250 Sanders Road
Northbrook, IL 60062

Antioch School District #34
964 Spafford Street
Antioch, IL 60002

Northbrook School District #28
1475 Maple Avenue
Northbrook, IL 60062

Wilmette Public School District #39
615 Locust Road
Wilmette, IL 60091

Northbrook School District #30
2374 Shermer Road
Northbrook, IL 60062

Lombard School District #44
150 W. Madison
Lombard, IL 60148

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 1

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|----------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other 6. <u>Named Insured</u> |

Description of Change:

It is agreed that the Named Insured and the Form of Business Organization shown in the Declarations is amended to read as follows:

Butler School District #53
2801 York Road
Oak Brook, IL 60523-2334

Woodridge School District #68
7925 Janes Avenue
Woodridge, IL 60517

Mt. Prospect School District #57
701 W. Gregory Street
Mt. Prospect, IL 60056

Morton Grove School District #70
6200 Lake Street
Morton Grove, IL 60053

Waukegan Public School District #60
1201 N. Sheridan Road
Waukegan, IL 60085

Niles Elementary School District #71
6901 W. Oakton Street
Niles, IL 60714

Des Plaines School District #62
777 Algonquin Road
Des Plaines, IL 60018

Golf School District #67
9401 Waukegan Road
Morton Grove, IL 60053

Skokie School District #73 ½
8000 E. Prairie Road
Skokie, IL 60076

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 1

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-------------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other 6. <u>Named Insured</u> |

Description of Change:

It is agreed that the Named Insured and the Form of Business Organization shown in the Declarations is amended to read as follows:

Union Ridge School District #86
4600 N. Oak Park Avenue
Harwood Heights, IL 60706-4823

Lindop School District #92
2400 S. 18th Avenue
Broadview, IL 60155-3930

Berkeley School District #87
1200 N. Wolf Road
Berkeley, IL 60163

Hillside School District #93
4804 W. Harrison Street
Hillside, IL 60162

Glenbard Twp. High School District #87
596 Crescent Blvd
Glen Ellyn, IL 60137

Komarek School District #94
8940 W. 24th Street
North Riverside, IL 60546

Bloomington Public School District #87
300 E. Monroe Street
Bloomington, IL 61701-4028

Brookfield LaGrange School District #95
3524 Maple Ave
Brookfield, IL 60513

Bellwood School District #88
640 Eastern Avenue
Bellwood, IL 60104

Riverside Public School District #96
63 Woodside Road
Riverside, IL 60546

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 1

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-------------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other 6. <u>Named Insured</u> |

Description of Change:

It is agreed that the Named Insured and the Form of Business Organization shown in the Declarations is amended to read as follows:

Berwyn North Elementary School District #98
6633 W. 16th Street
Berwyn, IL 60402

Alsip School District #126
11900 Kostner
Alsip, IL 60658

South Berwyn School District #100
3401 S. Gunderson Avenue
Berwyn, IL 60402-2999

Worth School District #127
11218 S. Ridgeland Ave
Worth, IL 60482

North Palos School District #117
7825 W. 103rd Street
Palos Hills, IL 60465-1676

Palos Heights School District #128
12809 S. McVicker
Palos Heights, IL 60463

Community High School District #117
1625 Deep Lake Road
Lake Villa, IL 60046

Calumet Public Schools District #132
1440 West Vermont Avenue
Calumet Park, IL 60827-6328

Ridgeland Public School Dist. No. 122
6500 W. 95th Street
Oak Lawn, IL 60453

Dolton School District #148
114 W. 144th Street
Riverdale, IL 60827

Atwood Heights School District No. 125
12150 S. Hamlin Ave
Alsip, IL 60803

South Holland School District #151
525 East 162nd Street
South Holland, IL 60473-2384

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 1

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-------------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other 6. <u>Named Insured</u> |

Description of Change:

It is agreed that the Named Insured and the Form of Business Organization shown in the Declarations is amended to read as follows:

Harvey School District #152
16001 Lincoln Avenue
Harvey, IL 60426

Community Unit S.D. #201
200 N. Linden Avenue
Westmont, IL 60559

Hoover-Schrum Memorial School District #157
1255 Superior
Calumet City, IL 60409

Lisle Community Unit School District #202
5211 Center Avenue
Lisle, IL 60532

Frankfort C.C.S.D. #157-C
10482 West Nebraska Street
Frankfort, IL 60423

Lemont Township HSD #210
800 Porter Street
Lemont, IL 60439

Matteson School District #162
3625 West 215th Street
Matteson, IL 60443

Thornton Fractional Township HSD #215
1601 Wentworth Avenue
Calumet City, IL 60409

Sunnybrook School District #171
19266 Burham Avenue
Lansing, IL 60438

Rock Falls Township High School District #301
101 12th Avenue
Rock Falls, IL 61071

Community Consolidated S.D. #180
15 W 451 91st Street
Burr Ridge, IL 60527-6379

North Cook Intermediate Service Center #1
2340 Des Plaines / River Road
Des Plaines, IL 60018

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

**EARTHQUAKE ENDORSEMENT
(WITH ANNUAL AGGREGATE)**

This endorsement deletes the "Earth Movement" exclusion in your policy.

LIMIT OF INSURANCE

The most we will pay for loss or damage in any one occurrence from Earthquake and/or Volcanic Eruption is

\$1,000,000.00 .

There will be no reinstatement of this limit; it is the most we will pay in the aggregate for all occurrences to covered property during the policy period.

DEFINITION

1. **"Earthquake"** means any earth movement and shall include landslides, earth sinking, rising or shifting.
2. **"Volcanic Eruption"** means 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.

All other terms and conditions of this policy remain unchanged.

FLOOD ENDORSEMENT

Endorsement # 3

PART A

This endorsement deletes the "Flood" or Water exclusion in your policy.

LIMIT OF INSURANCE

\$1,000,000 Is the most we will pay in any one "flood occurrence" for loss or damage to covered property no matter how much insured property or how many insured locations are involved in the same "flood occurrence".

\$1,000,000 Is the most we will pay in aggregate during the policy year for loss or damage by "Flood" no matter how much insured property or the number of "flood occurrence" are involved.

The Flood Limit is a part of, and not in addition to, the policy limit shown in the Policy declarations. Once the Aggregate Flood Limit has been paid, there will be no reinstatement of the Flood Limit of Insurance for the remainder of the policy year.

DEFINITIONS

Flood

As respects this endorsement, Flood will mean the flow of any body of water into areas that are normally dry, including:

1. Flood, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
2. Water that accumulates on the surface of the ground as a result of rain, snow, sleet or hail;
3. Mudslide or mudflow;
4. Water that backs up from a sewer or drain; or
5. Water under the ground surface that flows or seeps through foundations or basement walls.

Exclusion: Flood Zones A and V as defined below are excluded in their entirety unless coverage is provided under Part B of this endorsement.

Flood Occurrence

As respects this endorsement, a flood occurrence shall mean all caused by the same "Flood" event no matter how much insured location are involved in the event.

Flood Zone A

Property will be determined to be within a Flood Zone A if it is within the area designated as such on a FEMA Flood Insurance Rate Map or Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classifications of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.

Flood Zone V

Property will be determined to be within a Flood Zone V if it is within the area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but be limited to, all of the sub-classifications of VOW, VK, VE, VR, V1 through V30 and V99, or any other sub-classification with V prefix or designation.

PART B

Limit of Insurance

\$1,000,000

Is the most we will pay in any one "flood occurrence" for loss or damage to covered property no matter how much insured property or how many insured locations are involved in the same "flood occurrence".

\$1,000,000

Is the most we will pay in aggregate during the policy year for loss or damage by "Flood" no matter how much insured property or the number of "flood occurrence" are involved.

The Flood Limit is a part of, and not in addition to, the policy limit shown in the Supplemental declarations. Once the Aggregate Flood Limit has been paid, there will be no reinstatement of the Flood Limit of Insurance for the remainder of the policy year.

SPECIAL FLOOD DEDUCTIBLE

Property designated as being within "Flood Zone A" or "Flood Zone V" by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the National Flood Insurance Program, the Special Flood Deductible will be \$500,000 per insured location damaged in the "Flood occurrence".

When property included under this Special Flood Deductible is lost in the same "flood occurrence" with other insured property, only this Special Flood Deductible shall apply.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS ADJUSTMENT ENDORSEMENT - PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:

- A. This endorsement is intended to facilitate payment of insurance proceeds in the event of loss or damage to Covered Property from a loss that is covered by:
1. this Commercial Property coverage; and
 2. Boiler and Machinery insurance; and
- there is a disagreement between the insuring companies as to the amount of the loss to be paid by each company.
- B. The provision of item C. of this endorsement applies only if all of the following requirements are met:
1. The Boiler and Machinery insurance carried by the Named Insured, insuring the Covered Property, contains a provision with substantially the same requirements, procedures and conditions as contained in this endorsement.
 2. The damage to the Covered Property was caused by a loss for which both we and the Boiler and Machinery insuring company(s) admit to some liability for payment under the respective policies.
 3. The total amount of the loss is agreed to by you, us and the Boiler and Machinery insuring company(s).
 4. We and the Boiler and Machinery insuring company(s) disagree as to the amount of loss that each of us should pay that is attributable to:
 - a. a cause of loss covered under this Commercial Property coverage; and
 - b. an "accident" covered under the Boiler and Machinery insurance.
- C. If the requirements listed in B. above are satisfied, we and the Boiler and Machinery insuring company(s) will make payments to the extent, and in the manner, described in the following:
1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered by this Commercial Property coverage and one-half (1/2) the amount of loss that is in disagreement.
 2. The Boiler and Machinery insuring company(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered by the Boiler and Machinery insurance and one-half (1/2) the amount of loss that is in disagreement.
 3. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Adjustment Endorsement(s) of the Boiler and Machinery insurance company(s).
 4. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no Boiler and Machinery insurance been in effect at the time of loss.

5. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

6. **ADDITIONAL CONDITIONS**

- a. We and the Boiler and a Machinery insuring company(s) agree to submit our differences to arbitration with 90 days after loss payment made under the terms of this endorsement.
- b. You agree to cooperate with any arbitration procedures. There will be three arbitrators; one will be appointed by us, and another will be appointed by the Boiler and Machinery insuring company(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

Policy: 3128229

Endorsement No.: 5

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

TIME ELEMENT LIMITATION ENDORSEMENT

The excess limit of liability under **PART I, Section C, D, and E** are included within the limit declared under Section A of this insurance.

<u>Location</u> As per schedule On file	<u>Loss of Rents</u> N/A	<u>Gross Earnings</u> As per schedule On file	<u>Extra Expense</u> As per schedule On file
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Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 6

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-------------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>All Coverage Perils</u> |

Description of Change:

EXCLUSION – CERTAIN COMPUTER RELATED LOSSES DUE TO DATES OR TIMES

This endorsement modifies insurance provided under the following:

- | | |
|-------------|--|
| Section A - | Real & Personal Property and Inland Marine |
| Section B - | Auto Physical Damage |
| Section C - | Loss of Rents |
| Section D - | Gross Earnings |
| Section E - | Extra Expense |

A. This policy does not provide insurance against loss or damage consisting of or caused directly or indirectly by 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 except as provided in B.

1. The failure, malfunction or inadequacy or the inability to use or have access to:
 - a. Any of the following, whether belonging to the Insured or to others:
 - (1) computer hardware, including microprocessors;
 - (2) computer application software;
 - (3) computer operating systems related software;
 - (4) computer networks;
 - (5) microprocessors (computer chips) not part of any computer system;
 - (6) any other computerized or electronic equipment or components; or
 - b. Any other products or services that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph 1.a. of this endorsement;

Due to the inability of those products or services described in paragraphs 1.a. and 1.b. to correctly recognize, distinguish, interpret or accept one or more dates or times.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by or for the Insured to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in paragraph A.1. above.
3. The destruction, disruption, distortion or corruption of any computer data, coding, program or software due to the inability of those products or services described in paragraphs 1.a. and 1.b. to correctly recognize, distinguish, interpret or accept one or more dates or times.

- B. If an excluded Type or Cause of Loss as described in A.1., 2. and 3. of this endorsement results in direct physical loss or damage from the following covered causes of loss under the Property Coverages.
1. Fire;
 2. Lightning;
 3. Wind or hail;
 4. Leakage from fire protective equipment;
 5. Explosion;
 6. Smoke;
 7. Aircraft or vehicles;
 8. Riot or civil commotion;
 9. Vandalism;
 10. Water Damage; or
 11. Theft.

This policy shall pay for such resulting direct physical loss or damage.

- C. This policy does not insure against any preventive or remedial costs to repair or modify any items in A.1.a. and b. above to correct any actual or potential deficiencies or change any features of logic or operation.
- D. This policy does not insure against any expense incurred by the insured or others in the defense, safeguarding, protecting or recovering of property whether before or after loss due to any actual or potential loss excluded in paragraph A. above.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 7

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>6. Fungi or Bacteria Exclusion</u> |

Description of Change:

FUNGI OR BACTERIA EXCLUSION

It is hereby agreed that the following is added to **Part III: EXCLUSIONS**, as shown on page 34 of 52 of Form #AX 0100 071998:

17. Fungi or Bacteria:

- a. "Bodily injury," "personal injury" or "property damage" which would not have occurred, in whole or 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 on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expense 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 insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for 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.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 8

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>5. Crime</u> |

Description of Change:

CRIME – POLICY PERIOD REVISED

It is agreed that under **PART II: CONDITIONS**, page 22 of 52 of Form #AX 0100 071998, item 8, Policy Period is amended to read as follows:

8. Policy Period
 - a. The Policy Period is shown in the Declarations.
 - b. Subject to the Loss Sustained during prior insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the policy period.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 9

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>5. Crime</u> |

Description of Change:

CRIME – CONDITION REVISED

It is agreed that under **PART II: CONDITIONS**, page 23 of 52 of Form #AX 0100 071998, the following conditions are added to the policy:

10. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
- (1) this insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) this loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

11. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:

If any loss is covered:

- a. partly by this insurance; and
- b. partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is larger of the amount recoverable under this insurance or the prior insurance.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 10

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--------------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>3. General Liability</u> |

Description of Change:

ABUSE OR MOLESTATION

It is agreed that under **PART III, Section K – General Liability**, page 3 of 3 of Form #AX0003 071998, the General Aggregate Limit of Liability applicable to Abuse or Molestation coverage shall be \$11,000,000. The limit for Abuse and Molestation is eroded by indemnification and defense.

It is further agreed that abuse or molestation coverage is defined as follows:

1. the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. the negligent
 - a. employment;
 - b. investigation;
 - c. supervision;
 - d. reporting to the proper authorities, or failure to so report; or
 - e. retention;

of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by paragraph 1. above.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Insurance Cooperative Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|----------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>6. War Exclusion</u> |

Description of Change:

WAR EXCLUSION

It is agreed that under **PART IV: COMMON POLICY PROVISIONS, COMMON POLICY EXCLUSIONS**, as shown on page 47 of 52 of Form AX 0100 071998, War is replaced by the following wording:

War

This policy does not cover loss or damage in any way from:

1. war;
2. invasion;
3. acts of foreign enemies;
4. weapons of war using atomic fission or radioactive force (whether or not during war);
5. hostilities, whether war is declared or not;
6. civil war;
7. rebellion;
8. revolution;
9. insurrection;
10. military or usurped power;
11. nuclear fission or fusion; or
12. radioactive contamination.

This policy does not cover loss or damage in any way to property that is:

1. confiscated, nationalized or requisitioned;
2. under orders from any government authority.

But is does cover property destroyed:

1. by order of civil authority; and
2. to prevent spread of fire.

However, this exclusion does not apply to terrorism as defined under the Terrorism Risk Insurance Act of 2002 or "other act of terrorism". "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>1. Automobile</u> |

Description of Change:

GARAGEKEEPERS LEGAL LIABILITY

It is agreed that Garage Keepers Legal Liability is included subject to the following sub-limits:

Garage Keepers Legal Liability Limit of Insurance - \$100,000 Comprehensive
\$100,000 Collision

Excess Insurance – Garagekeepers Coverage is applicable on a legal liability basis. However, coverage also applies without regard to your or any other “insured’s” legal liability for “loss” to a “customer’s auto” on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other “insured’s” interest or the interest of the “customer’s auto’s” owner.

A. This endorsement provides only those coverages where a Limit of Insurance is shown above. This sub-limit is inclusive of the Self Insured Retention.

B. Coverage

1. We will pay all sums the “insured” legally must pay as damages for “loss” to a “customer’s auto” or “customer’s auto” equipment left in the “insured’s” care while the “insured” is attending, servicing, repairing, parking or storing it in your “garage operations” under:

a. Comprehensive Coverage

From any cause except:

- (1) The “customer’s auto’s” collision with another object; or
- (2) The “customer’s auto’s” overturn.

b. Collision Coverage

Caused by:

- (1) The “customer’s auto’s” collision with another object; or
- (2) The “customer’s auto’s” overturn.

2. We will have the right and duty to defend any “insured” against a “suit” asking for these damages. However, we have no duty to defend any “insured” against a “suit” seeking damages for “loss” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment judgments or settlements.

3. Who Is An Insured

The following are “insureds” for “loss” to “customer’s autos” and “customer’s auto” equipment:

- a. You.
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), “employees”, directors or shareholders while acting within the scope of their duties as such.

C. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any contract or agreement by which the “insured” accepts responsibility for “loss”. But this exclusion does not apply to liability for “loss” that the “insured” would have in the absence of the contract or agreement.

b. Theft

“Loss” due to theft or conversion caused in any way by you, your “employees” or by your shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty “work you performed”.

2. We will not pay for “loss” to any of the following”

- a. Tape decks or other sound reproducing equipment unless permanently installed in a “customer’s auto”.
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens’ band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the “customer’s auto” manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

D. Limit Of Insurance

Regardless of the number of “customer’s autos”, “insureds”, premiums paid, claims made or “suits” brought, the most we will pay for each “loss” at each location is the Garagekeepers Coverage Limit of Insurance shown above for “loss” caused by:

1. Collision
2. With respect to Comprehensive coverage:
 - a. Theft or mischief or vandalism; or
 - b. All perils

E. Definitions

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households who pay for services performed.
2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
4. "Work you performed" includes:
 - a. Work that someone performed on your behalf; and
 - b. The providing of or failure to provide warnings or instructions.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 13

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

LOSS PAYEE

It is agreed that the following is added as Loss Payee as respects to the warehouse located at:

2320 West Lynn Blvd.
Sterling, IL 61081

Loss Payee: Sterling Park District (Co-Owner)
211 East St. Mary's Road
Sterling, IL 61081

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 14

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--------------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. General Liability</u> |

Description of Change:

BLANKET ADDITIONAL INSUREDS – GENERAL LIABILITY

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; but this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. "Bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of that person's or organization's business, but the insurance afforded that person or organization does not apply to:
 - a. "Bodily injury" or "property damage" for which that person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement; but this exclusion does not apply to liability for damages that person or organization would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the person or organization;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as that person or organization has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part of ingredient of any other thing or substance by or for that person or organization does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and contributory in the contract, agreement or permit referred to above.

The provisions of this coverage Extension do not apply unless the written contract or agreement has been executed (executed means signed by the named insured and additional insured) or permit issued prior to the "bodily injury" or "property damage".

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 15

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

LOSS FROM FAULTY WORKMANSHIP

It is agreed that the following is added to **PART I: EXCLUSIONS**, page 2 of 52 on Form AX 0100 071998:

We will not pay for loss or damage caused by or resulting from any part of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying or siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or 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".

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 16

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Crime</u> |

Description of Change:

CRIME – DEFINITION REVISED

It is agreed that on AX 0100 071998, under **PART II, CRIME, DEFINITIONS APPLICABLE ONLY TO PART II**, page 20 of 52, the definition for Employee is amended to include the following individuals:

3. Any student enrolled in a school under your jurisdiction while the student is handling or has possession of property or funds in connection with sanctioned student's activities.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 17

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>General Liability</u> |

Description of Change:

ABUSE OR MOLESTATION – PRIOR OCCURRENCE

This endorsement modifies the coverage form only as to the following insured(s):

Rock Falls Township High School District #301
Prior Occurrence Date: November 1, 2002

Rock Falls Elementary School District #13
Prior Occurrence Date: July 1, 2011

This insurance applies to “prior obligations” for claims first made against an insured after the “effective date” for injury or damage incurred after the “prior occurrence date” and before the “effective date”. As used herein, “prior obligations” means occurrences or obligations that would have been covered under the terms and conditions of the coverage form to which this endorsement is attached, had such occurrences or obligations happened or been incurred during the coverage period of the coverage form. As used herein, “effective date” means the date of coverage form of which this endorsement forms a part. As used herein, “prior occurrence date” means the date shown above.

Any claims for injury or damages covered by the provisions of this endorsement by any person or organization are deemed to have been first made at the time they are first made against any insured. If a claim for injury or damage is first made prior to the “effective date” of this endorsement or the coverage form it is a part of, no coverage will be afforded to such claims, nor to any subsequent claim resulting from the same cause, irrespective of the date the claim is reported.

No coverage exists under this endorsement if, any person, you or anyone responsible for the management of claims or suits, including the recording thereof, had knowledge of any claim or suit or of any occurrence or obligation that reasonably could result in a claim or suit under this coverage.

The provisions of this endorsement do not increase, reinstate or change the limit of insurance as stated in the Declarations of the policy or any endorsement attached to the policy that provides separate coverage and limits of insurance.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 18

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>Automobile</u> |

Description of Change:

BLANKET ADDITIONAL INSURED – AUTOMOBILE LIABILITY

It is agreed that the WHO IS AN INSURED provision is amended to include the following as an additional insured:

Any person or organization with whom you agreed, because of a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto." The provisions of this coverage do not apply unless the written contract or agreement has been executed (executed means signed by the named insured and additional insured) or permit issued prior to the "bodily injury" or "property damage".

This coverage shall be excess with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be primary with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 19

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

FOOD SPOILAGE

- A.** We will pay up to \$50,000 in any one "occurrence" at your "premises" insured under this policy for food which is rendered unfit for human consumption because of the ruin of such food due to a covered Cause of Loss which prevents the normal operation of the refrigeration equipment in which the food is stored. This coverage does not apply to food located outside of refrigeration equipment, outside of buildings or in vehicles. This sub-limit is inclusive of the Self Insured Retention.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 20

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

PERSONAL PROPERTY OF OTHERS AMENDMENT

We will pay up to the following limits for personal property that is located in or on "premises" you own or occupy. However, we will not pay more than:

As respects to Personal Property of Employees:

\$ 2,500 Per Occurrence
\$50,000 Aggregate

As respects to Personal Property of Students:

\$1,000 Per Occurrence
\$25,000 Aggregate

The above sub-limits are inclusive of the Self Insured Retention.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 21

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>5. Crime</u> |

Description of Change:

VOLUNTEER WORKERS AS EMPLOYEES INCLUDED

The following is added to Form AX 0100 071998, **DEFINITIONS APPLICABLE ONLY TO PART II, Employee**, page 20 of 52.

4. Any non-compensated natural person:
- a. Other than one who is a fund solicitor, while performing for you that are usual to the duties of an "employee", or
 - b. While acting as a fund solicitor during fund raising campaigns.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 22

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

OFF-PREMISES POWER EXTENSION

It is agreed that this policy is extended to insure against loss resulting from necessary interruption of business conducted by the Insured due to direct damage to off-premises generating plants, substations, transformer or switching or pumping stations, furnishing electricity, steam, water, gas or refrigeration to the described premises caused by a covered cause of loss, subject to a sub-limit of \$100,000 in any one occurrence, with a 72 hour waiting period, inclusive of the Self-Insured Retention (SIR).

It is further agreed that this extension does not cover against loss resulting from damage to off-premises poles, towers, underground lines or overhead lines used for electrical transmission or distribution.

It is further agreed that the sub-limit applicable to this coverage does not increase this policy's total limit of liability payable in any one occurrence.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 23

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>3. General Liability and 1. Automobile</u> |

Description of Change:

FELLOW EMPLOYEE, MEMBER OR VOLUNTEER WORKER LIABILITY

It is agreed that "bodily injury" coverage – as provided under Form # AX 0100 071998, **PART III: Section K and M** – is extended to each "employee," member or "volunteer worker" of the insured organization while such person is operating within the scope of his/her duties, with respect to claims made or suits brought against such person for injuries to a fellow employee, member or "volunteer worker" of the insured organization.

Under Section M – Auto Liability, coverage applies if the "bodily injury" results from the use of a covered "auto" you own or hire.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 24

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--------------------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>3. General Liability</u> |

Description of Change:

SECURITY GUARD ENDORSEMENT

Any security guard while acting solely within the scope of their employment by you and whom, at the time of "occurrence", is under the direct supervision or control of the insured. This coverage does not apply to any employee or any individual while performing duties as a law enforcement officer or acting in the furtherance of law enforcement.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 25

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

FIRE EXTINGUISHER RECHARGE EXPENSE

A. We will extend the insured provided by this policy to pay for the cost to recharge or refill any fire extinguishing equipment when discharged:

1. Due to a Covered Cause of Loss,
2. As a result of the intended operation of such equipment or prevent or control a Covered Cause of Loss,
3. Accidentally, or
4. Resulting from a malfunction of the fire extinguishing agent.

B. We will not pay for loss or damage:

1. If you fail to use reasonable care to maintain the fire protective equipment in proper operating condition or
2. If the discharge occurs while servicing, refilling or testing the fire protective equipment.

The most we will pay under this Extension is \$50,000 with a \$100,000 Annual Aggregate. This limit is inclusive of the Self Insured Retention.

Fire Extinguishing Equipment means both Portable Extinguishers and Automatic Extinguishing Systems protecting cooking equipment.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 26

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|-----------------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property</u> |

Description of Change:

ARSON REWARD

We will extend the insurance provided by this policy to apply to rewards given to any person or persons other than you; your officers; your partners; your employees; or public police, or fire officials for information leading to a conviction in connection with:

A fire loss to the described premises caused by arson.

The most we will pay under this Extension is \$50,000 with a \$100,000 Annual Aggregate, or the amount of the claim, whichever is less, per loss. This is the most we will pay regardless of the number of persons who provided information. This limit is inclusive of the Self Insured Retention.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 27

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|---|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>2. Property and Inland Marine</u> |

Description of Change:

BLANKET LOSS PAYABLE PROVISION

This endorsement modifies insurance provided under the following:

**PART I: PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, AND TIME ELEMENT INSURING SECTIONS -
Section A: Real and Personal Property and Inland Marine.**

The following is added to **PART I: PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, AND TIME ELEMENT
INSURING SECTIONS - Section A: Real and Personal Property and Inland Marine.**

Condition Applicable Only to Section A

A. LOSS PAYABLE

1. For covered personal property you lease or rent or equipment you lease or rent in which both you and a loss payee have an insurable interest as established by a written lease or rental agreement, we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the loss payee, as interests may appear.
2. For covered personal property you lease or rent or equipment you lease or rent in which both you and a loss payee have an insurable interest as established by a written lease or rental agreement:
 - a. We will pay for covered loss or damage to each loss payee in their order of precedence, as interests may appear.
 - b. The loss payee has the right to receive loss payment even if the loss payee has started repossession, collection or similar action on the covered personal property you lease or rent or equipment you lease or rent.
 - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the policy, the loss payee will still have the right to receive loss payment if the loss payee:
 - (1) Pays any premium due under this policy at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof 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, occupancy or substantial change in risk known to the loss payee.

All of the terms of the policy will then apply directly to the loss payee.

- d. 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 the policy:

- (1) The loss payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The loss payee's rights 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 rental payment obligation plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the loss payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the loss payee at least 10 days before the expiration date of this policy.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|------------------|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other _____ |

Description of Change:

AMENDMENT TO POLLUTION EXCLUSION

PART III: GENERAL LIABILITY, LAW ENFORCEMENT LIABILITY, AUTO LIABILITY, EMPLOYEE BENEFITS LIABILITY AND SCHOOL BOARD LEGAL LIABILITY INSURING SECTIONS

The following language is added at the end of **PART III: EXCLUSIONS – Exclusions 5. Pollution.**

This exclusion does not apply to:

“bodily injury” or “property damage” caused by “occurrences” that occur away from premises owned by or rented to the “Insured” 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.

This exclusion does not apply to:

“bodily injury” if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that issued 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.

This exclusion does not apply to:

“bodily injury” or “property damage” arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of (i) chemical from the Insured’s science, home economics or art classrooms within a school’s facilities or (ii) chlorine or other sanitizing chemicals used in the maintenance or operation of swimming pools.

This exclusion does not apply to:

“bodily injury” or “property damage” caused by a “pollutant incident: from an “insured site”.

The following are added to **PART III: DEFINITIONS.**

- 12. “Pollution incident” means the emission, discharge, release or escape of “pesticides or herbicides” resulting from “pesticide and herbicide operations,” provided that such emission, discharge, release, or escape results

in “environmental damage”. The entirety of any such emission, discharge, release, or escape shall be deemed to be one “pollution incident.”

13. “Pesticides and herbicides” or “pesticides or herbicides” means insecticides, herbicides, pesticides, fungicides, nematocides and fertilizers, chlorine or other chemicals or materials used or intended for use in landscaping, lawn, garden, tree and shrub, or swimming pool maintenance operations. This includes dispersal agents and other substances used during the application or “pesticides and herbicides.” It also includes “pollutants” generated during the use and application of “pesticides and herbicides” as a result of their interaction with other substances.
14. “Environmental damage” means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or “pollutants.”
15. “Insured site” means any site at which you, your employees or subcontractors acting on your behalf are performing or have performed “pesticide and herbicide operations.”
16. “Pesticide and herbicide operations” means the application, use, transportation or storage of “pesticides and herbicides.”

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- 1. Automobile
- 2. Property
- 3. General Liability
- 4. Inland Marine
- 5. **Crime**
- 6. Other _____

Description of Change:

COMPUTER FRAUD

PART II: CRIME INSURANCE INSURING SECTIONS

The following **Section J-1: Computer Fraud** is added to PART II CRIME INSURANCE INSURING SECTIONS.

Section J-1: Computer Fraud

We will only be liable for the Ultimate Net Loss in excess of the self Insured retention. We will not pay more than the excess limit of liability shown on the supplemental declaration page.

We will pay for loss of "Money", "Securities" and covered property other than "Money", "Securities" resulting directly from "Computer Fraud".

ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: Section J-1 is subject to all the Exclusions, Conditions and Definitions in the Crime Insurance Insuring Sections. In addition, Section J-1 is subject to the following:

Additional Exclusion Applicable to Section J-1 Only

We will not pay for loss as specified below:

1. Inventory Shortages: Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (a) An inventory computation; or
- (b) A profit and loss computation.

Additional Condition Applicable to Section J-1 Only

Special Limit of Insurance for Specified Property: We will only pay up to \$5,000 for any one "occurrence" of loss of, and loss from damage to, manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

Additional Definition Applicable to Section J-1 Only

1. "Computer Fraud" means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer "banking premises" to a person (other than a "messenger") outside those "premises" or to a place outside those "premises."

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

**INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT IN TRAINING
LIMITED CIVIL LEGAL EXPENSE**

This endorsement affects:

School Board Legal Liability

This endorsement modifies insurance provided under **Section O – School Board Legal Liability** by adding the following at the end of **Section O – School Board Legal Liability**.

Innocent Employee, Volunteer and Student InTraining Limited Civil Legal Expense

1. Notwithstanding exclusion 21, and subject to the limits shown below, we will pay on behalf of a NAMED PARTY those sums in excess of the applicable Retained Amount for CIVIL LEGAL EXPENSES in those CLAIMS against a NAMED PARTY until either:
 - a. in a civil proceeding, the NAMED PARTY, in any way, admits or is adjudicated to be culpably responsible for the ABUSIVE CONDUCT including but not limited to having an adjudication that the NAMED PARTY committed, participated in, directed the ABUSIVE CONDUCT; or
 - b. in a criminal or quasi-criminal proceeding, the NAMED PARTY has been convicted or entered a guilty plea or nolo contendere plea to a criminal or quasi-criminal charge, establishing intent or any of the acts of commission or omission that may be relied upon by the plaintiffs to establish culpability of the NAMED PARTY for the abusive conduct in a CLAIM.

We will no pay for CIVIL LEGAL EXPENSES in connection with any appeal from a judgment.

2. Limit of Liability

Our obligations under this Endorsement are limited as described below under **INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT IN TRAINING: CIVIL LEGAL EXPENSES LIMITATIONS**.

3. Exclusions

In addition to the exclusions found in PART III of the Policy and Section O of the Policy, this insurance does not apply to CIVIL LEGAL EXPENSES for CLAIMS made against a NAMED PARTY:

- a. For liability assumed by the insured under any contract or agreement.
- b. For any obligation for which an insured, or any insurance carrier of the insured, may be liable under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. For damages to:
 - (1) An employee, volunteer, or student in training of the insured arising out of an in the course of:
 - (a) Employment by or services provided to the insured; or
 - (b) Performing duties related to the conduct of the insured’s organization; or

(2) The spouse, child, parent, brother or sister of such employee, volunteer, or student in training as a consequence of Paragraph (1) above. This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages or expenses with or repay someone else who must pay damages or expenses because of the CLAIM,

except that this exclusion does not apply in the limited instances when such employees is also your client and receiving services falling within the scope of services which you provide and the claim arises out of the provision of those services.

- d. By another insured, except that this exclusion will not apply when such insured is an employee, volunteer, or student in training of yours, who is also your client and receiving services falling within the scope of the service which you provide and the claim arises out of the provision of those services.
- e. Any loss, cost or expense because of criminal charges, criminal investigations or criminal proceedings of any kind.
- f. Any person who has or who is alleged to have committed, participated in or directed ABUSIVE CONDUCT.

4. Conditions

In addition to the exclusions found in any part or section of the Policy, Our obligations pursuant to this endorsement are conditioned upon the NAMED PARTY agreeing in writing to:

- a. Cooperate with us in the investigation of CIVIL LEGAL EXPENSES we are asked to pay;
- b. Notify any other insurer whose coverage may be available to the NAMED PARTY;
- c. Cooperate with us with respect to coordinating other applicable insurance available to the NAMED PARTY;
- d. Acknowledge that we will no longer be obligated to pay the NAMED PARTY's CIVIL LEGAL EXPENSES after we have paid or tendered the applicable limit set forth below;
- e. Retain and cooperate with defense counsel of the NAMED PARTY's choice to defend against the CLAIM; and
- f. Acknowledge that we do not have any obligation to make any payments that exceed our CIVIL LEGAL EXPENSES limits of liability.

B. INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT IN TRAINING: CIVIL LEGAL EXPENSES LIMITATIONS

The Employee, Volunteer and Student-in-Training Civil Legal Expenses Policy Aggregate Limit shown below is the most we will pay for all CIVIL LEGAL EXPENSES under this endorsement, regardless of the number of Sexual Abuse or Molestation claims covered during the policy period.

Subject to the Employee, Volunteer and Student-in-Training Civil Expense Policy Aggregate Limit below, the Each Employee, Volunteer and Student-in-Training Civil Legal Expense Limit shown below is the most we will pay under this endorsement for all CIVIL LEGAL EXPENSES for any one NAMED PARTY.

Employee, Volunteer and Student-in-Training Civil Legal Expense Policy Aggregate Limit: \$250,000.00

Each NAMED PARTY Civil Legal Expense Limit: \$50,000.00

Upon our payment of the "Employee, Volunteer and Student-in-Training Civil Legal Expense Policy Aggregate Limit" or the "Each 'Named Party' Civil Legal Expense Limit," as the case may be, our obligation under this

endorsement shall immediately terminate and we shall not be responsible for, nor do we assume the obligation to continue paying "civil legal expenses." The NAMED PARTY shall promptly reimburse us for any payments we make, or may be required to make pursuant to this endorsement, which exceed the limits of our obligation set forth below.\

C. SOLELY FOR PURPOSES OF THIS ENDORSEMENT, THE FOLLOWING DEFINITIONS ARE ADDED:

ABUSIVE CONDUCT means each, every and all actual, threatened or alleged acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together. ABUSIVE CONDUCT also includes all acts related to ABUSIVE CONDUCT to which this coverage part applies.

Each, every and all actual, threatened or alleged acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct committed, participated in, directed, instigated or knowingly permitted by one person or by two or more persons acting together shall be considered to be one ABUSIVE CONDUCT regardless of:

- a. The number of injured parties;
- b. The period of time or policy periods over which the acts took place; an
- c. The number of such actual, threatened, or alleged acts.

ABUSIVE CONDUCT consisting of or comprising more than one act of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct shall be deemed to take place at the time of the first such incident, act or encounter.

CIVIL LEGAL EXPENSES means attorney's fees and all related litigation costs, and fees to defend CLAIMS.

NAMED PARTY means an Insured, employee, volunteer or student-in-Training of the first Named Insured who is alleged to have committed, participated in or directed "abusive conduct" for which coverage would be provided to the first Named Insured for such CLAIM under the School Board Legal Liability Coverage Section.

D. ALL OTHER TERMS AND CONDITIONS OF THE COVERAGE PART REMAIN UNCHANGED.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- 1. Automobile
- 2. Property
- 3. General Liability
- 4. Inland Marine
- 5. Crime
- 6. Other School Board Legal Liability

Description of Change:

SUBLIMIT – INTEGRATION AND/OR DESEGREGATION

This endorsement modifies insurance provided under the following:

Section O – School Board Legal Liability (AX 0100 01998)

The amount set forth under **PART III – Section O** of the Supplemental Declarations shall be the maximum aggregate Limit of Liability for all WRONGFUL ACTS under this policy. Subject to the foregoing, the amount of \$100,000 shall be the maximum aggregate Limit of Liability of the Company for WRONGFUL ACT(S) under this policy in connection with any CLAIM alleging, arising out of, based upon, or attributable to a failure to integrate or desegregate the student enrollment including, but not limited to, any busing or other transportation of students in connection with a program or plan of such integration or desegregation, or causing or allowing the student enrollment to be operated or administered on a discriminatory basis because of race, sex, ethnic background, national origin, or any other category protected by state or federal Constitution, statute, court orders or other law or regulation. This sublimit shall be part of and not in addition to the amount set forth under **PART III – Section O** of the Supplemental Declarations. This sublimit shall be within the Self Insured Retention and will erode the Loss Fund Policy Aggregate.

A Retention in the amount of \$15,000 shall apply to any WRONGFUL ACT arising from any integration and/or desegregation activities. The Retention shall be borne by the INSURED, and the Company shall only be liable for the amount of WRONGFUL ACT arising from any integration and/or desegregation activities which is in excess of the above stated Retention amount.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- 1. Automobile
- 2. Property
- 3. General Liability
- 4. Inland Marine
- 5. Crime
- 6. Other School Board Legal Liability

Description of Change:

SUBMIT – INDIVIDUAL EDUCATION PLAN

This endorsement modifies insurance provided under the following:

Section O – School Board Legal Liability (AX 0100 01998)

The amount set forth under **PART III – Section O** of the Supplemental Declarations shall be the maximum aggregate Limit of Liability for all WRONGFUL ACTS under this policy. Subject to the foregoing, the amount of \$250,000 shall be the maximum aggregate Limit of Liability of the Company for WRONGFUL ACTS under this policy in connection with any INDIVIDUAL EDUCATION PLAN HEARING CLAIM made against any INSURED. This sublimit shall be part of and not in addition to the amount set forth in **PART III – Section O** of the Supplemental Declarations. This sublimit shall be within the Self Insured Retention and will erode the Loss Fund Policy Aggregate.

INDIVIDUAL EDUCATION PLAN shall mean an individual education plan to address the special educational needs of a student with disabilities that is developed by the: 1) INSURED; and 2) parent(s) or guardian(s) of a student.

INDIVIDUAL EDUCATION PLAN HEARING CLAIM shall mean any demand for a due process hearing: 1) conducted by an impartial officer; 2) arranged at the request of a parent (s) or guardian(s); and 3) regarding an INDIVIDUAL EDUCATION PLAN.

A Retention in the amount of \$15,000 shall apply to any WRONGFUL ACT for any INDIVIDUAL EDUCATION PLAN HEARING CLAIM. The Retention shall be borne by the INSURED, and the Company shall only be liable for the amount of WRONGFUL ACT that is in excess of the above stated Retention.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- 1. Automobile
- 2. Property
- 3. General Liability
- 4. Inland Marine
- 5. Crime
- 6. Other School Board Legal Liability

Description of Change:

SUBLIMIT – BREACH OF CONTRACT CLAIMS

This endorsement modifies insurance provided under the following:

Section O – School Board Legal Liability (AX 0100 01998)

SECTION O – EXCLUSIONS, 15. is deleted and replaced by the following:

- 15. Alleging, arising out of, based upon or attributable to, in whole or in part, any liability under or pursuant to any contract or agreement, whether oral, written, express or implied, including the liability of others assumed by an INSURED, unless such INSURED would have been liable in the absence of such contract or agreement; provided, this EXCLUSION shall not apply to any of the following:
 - a. Defense expenses in connection with an employment related practices claim; or
 - b. With respect to an otherwise excluded contractually related CLAIM, this policy shall pay defense expenses up to a maximum amount of \$25,000 for the POLICY YEAR (“Contract Sublimit”). This Contract Sublimit shall be part of and not in addition to the Policy’s aggregate limit of liability as stated in **PART III – Section O** of the Supplemental Declarations. This sublimit shall be within the Self Insured Retention and will erode the Loss Fund Policy Aggregate. A Retention in the amount of \$100,000 shall apply to coverage under the Contract Sublimit, and shall be borne by the INSURED; the Company shall only be liable for the amount of defense expenses up to the Contract Sublimit that is in excess of the above stated Retention amount.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- 1. Automobile
- 2. Property
- 3. General Liability
- 4. Inland Marine
- 5. Crime
- 6. Other School Board Legal Liability

Description of Change:

SUBLIMIT – DEFENSE EXPENSES – FAIR LABOR STANDARDS ACT CLAIMS

This endorsement modifies insurance provided under the following:

Section O – School Board Legal Liability (AX 0100 01998)

This Endorsement shall allow up to \$100,000 solely for defense expenses in connection with CLAIMS made against any INSURED for violation of the Fair Labor Standards Act (FLSA) or any similar state or local law or regulation specifically governing the payment of wages or hours worked. This sublimit shall be part of and not in addition to the amount set forth in under PART III – Section O of the Supplemental Declarations and shall not act to create coverage for any form of relief sought or available. This sublimit shall be within the Self Insured Retention and will erode the Loss Fund Policy Aggregate.

A Retention in the amount of \$15,000 shall apply to any CLAIMS in violation of the FLSA. Such Retention shall be borne by the INSURED and the Company shall only be liable for the amount of defense expenses in excess of above stated Retention amount.

Notwithstanding anything contained in this endorsement to the contrary, however, solely where coverage for any CLAIM is triggered pursuant to Section O of this Policy, the Retention normally applicable Section O of this Policy shall apply to such CLAIM, and the Retention stated here shall not apply.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>School Board Legal Liability</u> |

Description of Change:

CHOICE OF COUNSEL

This endorsement modifies insurance provided under the following:

Section O – School Board Legal Liability (AX 0100 01998)

- A. With regard to all CLAIMS, such CLAIMS shall be defended by item D. below (hereinafter referred to as “Chosen Counsel”), unless there is an actual conflict of interest. Chosen Counsel shall charge in accordance with the fee schedule set forth in D. below, provided that the fees, costs, charges and billings of the Chosen Counsel shall first be paid and satisfied on an ongoing basis by the INSURED from the applicable Retention stated in the Schedule of Self Insured Retention endorsement.
- B. With regard to any CLAIM for which the INSURED seeks coverage, the INSURED and Chosen Counsel shall regularly apprise the Company of the status of the CLAIM and/or underlying litigation, regardless of whether the Retention has been satisfied. It is further agreed that the Chosen Counsel will work closely and communicate regularly with the Company in coordinating defense efforts and that the Chosen Counsel will apprise the Company on a regular and timely basis of all case developments.
- C. In the event Chosen Counsel is unable to represent the INSURED due to an actual conflict of interest, a venue or jurisdictional issue, or for any other reason, or if the INSURED would like to use other counsel for a particular CLAIM, the INSURED shall consult with the Company and the INSURED and the Company shall jointly agree upon which law firm and counsel shall provide legal services and defense of the INSURED in connection with such matter or CLAIM. If the Company is unable to agree with the INSURED upon selection of defense counsel, which agreement shall not be unreasonably withheld, the Company shall have the choice of counsel.
- | | |
|---|---|
| D. Ancel, Glink, Diamond, Bush, DiCiani & Krafthefer
140 South Dearborn Street, Suite 600
Chicago, IL 60603 | \$215 per partner
\$185 per associate
\$ 88 per paralegal |
| Clausen Miller, P.C.
10 South LaSalle Street, Suite 1600
Chicago, IL 60603-1098 | \$215 per partner
\$190 per associate
\$ 90 per paralegal |
| Franczek, Radelet, P.C.
300 South Wacker Drive, Suite 3400
Chicago, IL 60606 | \$275 per partner
\$250 per associate
\$ 88 per paralegal |
| Robbins, Schwartz, Nicholas, Lifton, Taylor, LTD.
20 North Clark Street, Suite 900
Chicago, IL 60602-4115 | \$215 per partner
\$185 per associate
\$ 88 per paralegal |

Policy: 3128229

Endorsement No.: 35

Endorsement Effective Date: 12/31/15

INSURED: Suburban School Cooperative Insurance Pool

**POLICY CHANGE ENDORSEMENT
(FOR USE IN AMENDING POLICY DECLARATIONS)**

This endorsement affects one or more of the following items:

- | | |
|----------------------|--|
| 1. Automobile | 4. Inland Marine |
| 2. Property | 5. Crime |
| 3. General Liability | 6. Other <u>School Board Legal Liability</u> |

Description of Change:

CHOICE OF COUNSEL (cont'd)

Hinshaw, Culbertson 222 N. LaSalle Street, Suite 300 Chicago, IL 60610	\$TBD per partner \$TBD per associate \$TBD per paralegal
Hodges, Loizzi, Eisenhammer, Rodick & Kohn 3030 Salt Creek Lane, Suite 202 Arlington Heights, IL 60005	\$220 per other partner \$210 per partner \$190 per associate \$ 88 per paralegal
Dykema 10 South Wacker Drive, Suite 2300 Chicago, IL 60606	\$220 per other partner \$210 per partner \$190 per associate \$ 88 per paralegal
Scariano, Himes and Petrarca Two Prudential Plaza, Suite 3100 180 North Stetson Chicago, IL 60601-6714	\$215 per partner \$190 per associate \$ 88 per paralegal
Engler, Baasten & Sraga LLC 2215 York Road, Suite 111 Oak Brook, IL 60523-2379	\$215 per partner \$190 per associate \$ 88 per paralegal
Del Galdo Law Group, LLC 1441 S. Harlem Avenue Berwyn, IL 60402	\$215 per partner \$190 per associate \$ 88 per paralegal
Hauser Izzo, LLC 19730 Governors Highway, Suite 10 Flossmoor, IL 60422	\$215 per partner \$190 per associate \$ 88 per paralegal

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 36

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

PACKAGE POLICY FORM – SECTION K: GENERAL LIABILITY

SCHEDULE

Description of Unmanned Aircraft
All Unmanned Aircraft reported to and on file with SSCIP for the description of operations and/or projects disclosed
Description of Operation(s) or Project(s)
Same as above
Limit of Insurance
Unmanned Aircraft Liability Limit: \$5,000,000 per “occurrence” per member \$5,000,000 per member in the aggregate
Information required to complete this schedule, if not shown above, will be shown in the Supplemental Declarations.

A. Exclusion 1. Owning, maintaining, operating or using, loading or unloading under PART III: EXCLUSIONS is replaced by the following:

This insurance does not apply to any claim due to:

1. Owning, maintaining, operating or using, loading or unloading:

- a. Aircraft, airfields, runways or air traffic control; or
- b. Watercraft over 35 feet long

c. "Unmanned Aircraft"

- i. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to other of any aircraft that is an "unmanned aircraft." Use includes operation and loading and unloading.

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, 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 paragraph does not apply to "unmanned aircraft" described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.

- ii. "Personal injury" 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 or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal injury" and advertising injury involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft."

This paragraph does not apply to "unmanned aircraft" described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.

B. The following definition is added to **PART III: DEFINITIONS**:

Unmanned aircraft means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture

To be controlled directly by a person from within or on the aircraft.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

Policy: 3128229

Endorsement No.: 37

Endorsement Effective Date: 12/31/16

INSURED: Suburban School Cooperative Insurance Pool

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Package Policy Form

EXCLUSION – LEAD HAZARD

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation, or absorption of lead in any form;
- b. "Property damage" or "personal and advertising injury," arising from the presence of lead in any form; or
- c. Any "Wrongful Act" or any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize lead in any form.

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

Premium: Included

ALL OTHER TERMS NOT AFFECTED BY THESE CHANGES REMAIN THE SAME.

INSURED: Suburban School Cooperative Insurance Pool

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime**It is agreed that:**

1. The following is added to **PART II – CRIME INSURING SECTIONS** of the Supplemental Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	\$50,000	\$5,000

2. The following INSURING AGREEMENT is added to **PART II – CRIME INSURING SECTIONS**.

SECTION J-2 - SOCIAL ENGINEERING FRAUD

The Company will pay the Insured for the Insured's direct loss from the transferring, paying or delivering **Money** or **Securities**, directly caused by **Social Engineering Fraud** committed by a person purporting to be:

- a. a **Vendor**; or
- b. a **Client**.

provided that, prior to transferring, paying or delivering **Money** or **Securities**, the Insured performed a verification with respect to each **Communication** that must be recorded, logged or otherwise documented by the Insured.

3. The following DEFINITIONS are added and are applicable to **SECTION J-2 – SOCIAL ENGINEERING FRAUD** only:

Communication means an electronic, telegraphic, cable, teletype, telephone, or written instruction received by an **Employee** that:

1. directs the **Employee** to transfer, pay, or deliver **Money** or **Securities**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by the **Employee**, believing the material fact to be true.

Social Engineering Fraud means the intentional misleading of an **Employee** through the use of a **Communication**.

Vendor means an entity or natural person that has provided goods or services to the Insured under a genuine, pre-existing:

1. written agreement; or
2. other arrangement,

Vendor does not mean any Financial Institution, asset manager, armored motor vehicle company, or similar entity.

Client means an entity or natural person for which the Insured:

1. provides goods; or
2. performs services,

for a fee, or as specified in a pre-existing, written agreement, but only while the written agreement is in effect.

Employee means:

1. any natural person:
 - a. while in the Insured's service or for 60 days after termination of service, unless such termination is due to Theft or Forgery or any other dishonest act committed by the **Employee**;
 - b. who the Insured compensates directly by salary, wages or commissions; and
 - c. who the Insured has the right to direct and control while performing services for the Insured;
2. any natural person who is temporarily furnished to the Insured:
 - a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
 - b. to meet seasonal or short-term workload conditions;

while that person is subject to the Insured's direction and control and performing services for the Insured; provided, any such natural person who has care and custody of property outside the Premises is specifically excluded from this definition;

3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the Insured under a written agreement between the Insured and a labor leasing firm, while that person is subject to the Insured's direction and control and performing services for the Insured; or
4. any natural person:
 - a. who is a member of the board of directors, member of the board of trustees or LLC Manager while acting as a member of any of the Insured's elected or appointed committees, including any member of such committee, to perform on the Insured's behalf, specific, as distinguished from general, directorial acts;
 - b. who is a non-compensated officer;
 - c. other than a non-compensated fund solicitor, while performing services for the Insured that are usual to the duties of an **Employee** or officer;
 - d. while acting as a non-compensated fund solicitor during fund raising campaigns;
 - e. who is a former **Employee**, member of the board of directors, partner, LLC Manager, or member of the board of trustees retained as a consultant while that person is subject to the Insured's

direction and control and performing services for the Insured;

- f. who is a guest student or intern pursuing studies or duties in any of the Insured's offices or Premises; while such person is subject to the Insured's direction and control and performing services for the Insured;
- g. who is a volunteer, while such person is subject to the Insured's direction and control and is performing services for the Insured.

Employee also means any individual described in paragraphs 1-4 above while such person is on medical, military, or other leave of absence from the Insured. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the Insured's direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor, attorney retained by the Insured or any employee of such attorney, or any representative or other person of the same general character not specified in paragraphs 1. through 4. above.

4. The following EXCLUSIONS are added and are applicable to **SECTION J-2 – SOCIAL ENGINEERING FRAUD** only:

This crime policy will not apply to:

- A. loss resulting directly or indirectly from any Funds Transfer Fraud, unless covered under **PART II – CRIME INSURING SECTIONS** or the Social Engineering Fraud Insuring Agreement.
- B. loss or damages resulting directly or indirectly from the input of Electronic Data by a natural person having the authority to enter the Insured's Computer System, unless covered under **PART II – CRIME INSURING SECTIONS** or the Social Engineering Fraud Insuring Agreement.
- C. loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of Electronic Data, unless covered under **PART II – CRIME INSURING SECTIONS** or the Social Engineering Fraud Insuring Agreement.
- D. loss resulting directly or indirectly from the giving or surrendering of **Money, Securities** or Other Property in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under **PART II – CRIME INSURING SECTIONS** or the Social Engineering Fraud Insuring Agreement.
- E. loss of **Money, Securities** or Other Property:
 - 1. while in the mail; or
 - 2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.
- F. loss or damage due to Theft by an **Employee**, Forgery, Computer Fraud, Funds Transfer Fraud, or acceptance of money orders or Counterfeit Money;
- G. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- H. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- I. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
- J. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;

- K. loss due to any party's use of or acceptance of any Credit, Debit or Charge Card or similar card or instrument, whether or not genuine; or
 - L. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the Insured's account at a Financial Institution.
5. The following **CONDITION** is added to **PART II – CRIME INSURING SECTIONS, SECTION J-2 – SOCIAL ENGINEERING FRAUD** only:

The Insured's Duties in the Event of Loss. Proof of loss under the Social Engineering Fraud Insuring Agreement must include an electronic recording or other documentation evidencing the verification.

**AUTOS LEASED, HIRED, RENTED OR BORROWED
WITH DRIVERS — PHYSICAL DAMAGE COVERAGE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM
- TRUCKERS ENDORSEMENT

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	

(Authorized Representative)

SCHEDULE

Only those "autos" that are leased, hired, rented or borrowed with drivers that are described or designated below:

PHYSICAL DAMAGE COVERAGE				
COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR \$1,000,000 WHICHEVER IS LESS, MINUS \$250,000 SIR FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.			
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE, COST OF REPAIRS OR \$1,000,000 WHICHEVER IS LESS, MINUS \$250,000 SIR FOR EACH COVERED AUTO.			
			TOTAL PREMIUM	INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. This endorsement provides only those coverages where a premium is shown in the Schedule or in the Declarations.
- B. For Hired Auto Physical Damage coverage, any "auto" that is leased, hired, rented or borrowed with a driver, and that is designated or described in the Schedule will be deemed a covered "auto" that you own and not a covered "auto" that you lease, hire, rent or borrow.
- C. Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto, Garage and Business Auto Physical Damage Coverage Forms is replaced by the following:

5. Other Insurance

- b. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own.

- D. Paragraph **5.d.** of the **Other Insurance — Primary And Excess Insurance Provisions** Condition, in the Truckers Coverage Form and Truckers Endorsement and Paragraph **5.f.** of the **Other Insurance — Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form is replaced by the following:

OTHER INSURANCE — PRIMARY AND EXCESS INSURANCE PROVISIONS

For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own.

ILLINOIS UNINSURED MOTORISTS COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Liability: \$40,000 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Liability under the Coverage Form, but only at times when that person is an "insured" for Liability under the Coverage Form.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. 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.
 - b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Liability under the Coverage Form, but only at times when that person is an "insured" for Liability under the Coverage Form.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Insurance shown in the Schedule or Declarations.

We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$20,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. \$40,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Insurance Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Legal Action Against Us is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. Transfer Of Rights Of Recovery Against Others To Us does not apply.

5. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.
- c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:
 - (1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
 - (2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

- d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:
 - (1) \$50,000 for "bodily injury" to any one person/\$100,000 for "bodily injury" to two or more persons caused by any one "accident"; or
 - (2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged; or

- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: 3128229

ILLINOIS UNDERINSURED MOTORISTS COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$40,000 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
 - a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or
 - b. We and an "insured" have reached a "settlement agreement".
3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Liability under the Coverage Form, but only at times when that person is an "insured" for Liability under the Coverage Form.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. 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.

- b. Anyone else “occupying” an “auto” you do not own who is an “insured” for Liability under the Coverage Form, but only at times when that person is an “insured” for Liability under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”.

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers’ compensation, disability benefits or similar law.
2. “Bodily injury” sustained by:
 - a. An individual Named Insured while “occupying” or when struck by any vehicle owned by that Named Insured that is not a covered “auto” for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any “family member” while “occupying” or when struck by any vehicle owned by that “family member” that is not a covered “auto” for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any “family member” while “occupying” or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. “Bodily injury” arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for all damages resulting from any one “accident” is the Limit of Insurance for Underinsured Motorists Coverage shown in this endorsement.
2. Except in the event of a “settlement agreement”, the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:
 - a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form’s Liability Coverage.
 - b. Under any workers’ compensation, disability benefits or similar law. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
 - c. Under any automobile medical payments coverage.
3. In the event of a “settlement agreement”, the maximum Limit of Insurance for this coverage shall be the amount by which the limit of insurance for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the “underinsured motor vehicle”.
4. No one will be entitled to receive duplicate payments for the same elements of “loss” under this Coverage Form and any Liability Coverage Form.

E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

 - a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".
- b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".
- c. Promptly send us copies of the legal papers if a "suit" is brought.

3. Legal Action Against Us is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply if, within two years after the date of the "accident":
 - (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or
 - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to Transfer Of Rights Of Recovery Against Others To Us:

Transfer Of Rights Of Recovery Against Others To Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

5. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. 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 may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".
4. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving an "underinsured motor vehicle".
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:
 - a. Owned or operated by any self-insurer under any applicable motor vehicle law.
 - b. Owned by a governmental unit or agency.
 - c. Designed for use mainly off public roads while not on public roads.
 - d. Which is an "uninsured motor vehicle".

ILLINOIS UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with your covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
4. Any motor vehicle owned by you for which you have purchased collision coverage under this policy or any other policy.
5. If the owner or operator of the "uninsured motor vehicle" cannot be identified.
6. "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 a 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.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" will be the lesser of \$15,000 or the actual cash value of your damaged "auto" at the time of the "accident".
2. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.

D. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage — Property Damage (Illinois) as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary and Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible "property damage" uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly send us copies of the legal papers if a suit is brought.

b. Provide us with the name and address of the owner of the "uninsured motor vehicle" or a registration number and description of such vehicle, or any other available information to establish that there is no applicable motor vehicle property damage liability coverage.

3. Legal Action Against Us is replaced by the following:

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us must be brought within two years after the date of the "accident." However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. Transfer of Rights Of Recovery Against Others To Us does not apply.

5. The following Conditions are added:

Reimbursement and Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages under this endorsement or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. The insured may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use or damage to personal property contained in your covered "auto". This definition replaces the definition in the policy.

2. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy providing coverage for "property damage" applies at the time of the "accident"; or

b. For which no liability bond or policy at the time of an "accident" provides at least the amount required for "property damage" liability covered by the Illinois Financial Responsibility Law; or

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

- b. Owned by a governmental unit or agency;
- c. Designed for use mainly off public roads while not on public roads.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

IL 09 52 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL GENERAL LIABILITY
CG 21 70 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

WAR OR TERRORISM EXCLUSION

SCHOOL BOARD LEGAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SCHOOL BOARD LEGAL LIABILITY COVERAGE FORM

A. The following exclusion is added to SECTION VII — EXCLUSIONS:

The Company shall not make any payment nor defend any suit in connection with any **CLAIMS** made against any **INSURED** for:

War Or Terrorism

Based on **WRONGFUL ACT(S)** 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; or
- (4) **TERRORISM**, including any action taken in hindering or defending against an actual or expected incident of **TERRORISM**

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to **TERRORISM**, this exclusion only applies if one or more of the following are attributable to an incident of **TERRORISM**:

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **TERRORISM** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- (a) Physical Injury that involves a substantial risk of death; or
- (b) Protracted and obvious physical disfigurement; or
- (c) Protracted loss of or impairment of the function of a bodily member or organ; or

- (3) The **TERRORISM** involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

- (4) The **TERRORISM** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **TERRORISM** was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of **TERRORISM** and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of **TERRORISM**, there is no coverage under this Coverage Part.

In the event of any incident of **TERRORISM** that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of **TERRORISM** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

B. The following **DEFINITION** is added to **item VI.**

DEFINITIONS:

TERRORISM means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

FOIA REQUEST

****Note to Requester: Retain a copy of this request for your files. If you eventually need to file a Request for Review with the Public Access Counselor, you will need to submit a copy of your FOIA request.****

Name and Address of Public Body Receiving Request: WILMETTE PUBLIC SCHOOL
DISTRICT 39, 615 LOCUST AVE, WILMETTE, IL 60091

Date Requested: 9/6/17

Request Submitted By: E-mail U.S. Mail Fax In Person

Name of Requester: BRIAN F. O'GRADY

Street Address: 2222 CHESTNUT AVE # 304

City/State/County Zip (required): GLENVIEW, IL 60026

Telephone (Optional): 847-486-9960 E-mail (Optional): OFFICE@OGRADYLAWGROUP.COM

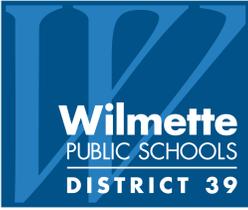
Fax (Optional): 847-486-9970

Records Requested: **Provide as much specific detail as possible so the public body can identify the information that you are seeking. You may attach additional pages, if necessary.*

CURRENT SCHOOL BOARD LEGAL LIABILITY INSURANCE
POLICY - EFFECTIVE JANUARY 1, 2017 - JANUARY 1, 2018

Do you want copies of the documents? YES or NO
--Do you want Electronic Copies or Paper Copies? ELECTRONIC
--If you want Electronic Copies, in what format? PDF

Is this request for a Commercial Purpose? YES or NO
(It is a violation of the Freedom of Information Act for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose, if requested to do so by the public body. 5 ILCS 140.3.1(c)).



Gail F. Buscemi
Business Manager

buscemig@wilmette39.org
t 847.512.6001
f 847.256.1782

Mikaelian Education Center

615 Locust Avenue
Wilmette, IL 60091

t 847.256.2450
f 847.256.1920

wilmette39.org

August 31, 2017

Nathan Mihelich, Director of Membership and Marketing
Illinois Retired Teachers Association
nmihelich@irtaonlin.org

Dear Mr. Mihelich:

This letter is in reference to your Freedom of Information Act (FOIA) request received August 24, 2017. Your request was that the following information be provided for Wilmette Public Schools, District 39:

1. The email addresses for all teachers and administrators in District 39

In response, please see the attached document containing all of the information requested.

If you have any questions pertaining to our response to your request, please contact me at Wilmette Public Schools, District 39, 615 Locust Road, Wilmette, Illinois 60091.

Sincerely,

Gail F. Buscemi
FOIA Request Officer

From: Illinois Retired Teachers Association <nmihelich@irtaonline.org>

Subject: FOIA Records Request - August 24, 2017

Date: August 24, 2017 at 9:14:38 AM CDT

To: lechnerr@wilmette39.org

Reply-To: nmihelich@irtaonline.org

Dear District Official / FOIA Officer:

This is a request under the Illinois Freedom of Information Act. Today's date is August 24, 2017

RECORDS REQUESTED: Please provide the email address of all teachers and administrators in your district.

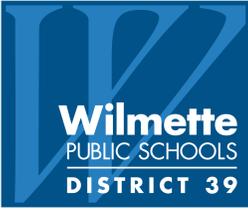
Please provide the requested records electronically. Please email to nmihelich@irtaonline.org.

This is a request by the Illinois Retired Teachers Association, a 501c4 Illinois organization.

Thank you,

Nathan Mihelich
IRTA

Nathan Mihelich
Director of Membership & Marketing, Illinois Retired Teachers Association
800.728.4782 | 217.481.6915 (c) | nmihelich@irtaonline.org | www.irtaonline.org
828 S. 2nd St. Springfield, IL 62704 | Skype: amihelich



Gail F. Buscemi
Business Manager

buscemig@wilmette39.org
† 847.512.6001
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Mikaelian Education Center
615 Locust Avenue
Wilmette, IL 60091
† 847.256.2450
f 847.256.1920
wilmette39.org

August 28, 2017

Via Email

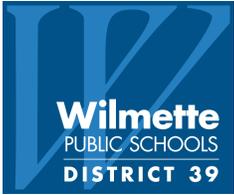
Taryn Phaneuf
FOIA Desk Manager
LocalLabs Media Services
2118 Plum Grove Road #190
Rolling Meadows, IL 60008
foia@locallabs.com

RE: RESPONSE TO AMENDED FOIA REQUESTS

Dear Ms. Phaneuf:

Thank you for writing to Wilmette Public Schools District No. 39 with your requests for information pursuant to the Illinois *Freedom of Information Act* (“FOIA”), 5 ILCS 140/1 *et seq.*, originally received on August 9, 2017. On August 16, the District invited you to narrow your requests because of the size and scope of your requests. On August 21, you amended your request to the following:

1. Regarding the results from the 2016-2017 CRC School Climate Survey for Parents: Any and all 1) response summary chart(s); 2) list(s) of answer choices with corresponding percent and number of responses; and 3) full detailed content of all comments (personal names may be redacted) for questions: 9, 10, 12, 14, 20, 33, 34, 42, 43, 45, 47, 53, 55, 57, 63, 81, 82, 90, 91, 99, 100, 102, 104, 110, 112, 114, 120, 122, 124, 130, 153, 154, 162, 163, 171, 172, 180, 181, 183, 185, 191, 193, 195, 201, 203, 205, 211, 213, 249, 250, 258, 259, 267, 268, 276, 277, 285 and 286. These are the questions for which answers were not made available to the public.
2. Regarding the results from the 2016-2017 CRC School Climate Survey for Students: Any and all 1) summary chart(s); 2) list(s) of answer choices with corresponding percent and number of responses; and 3) full detailed content of all comments



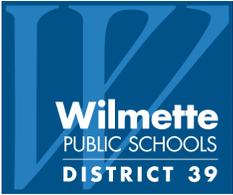
(personal names may be redacted) for questions: 3, 5, 10. These are the questions for which answers were not made available to the public.

3. Regarding the results from the 2016-2017 CRC School Climate Survey for Teachers: Any and all 1) summary chart(s); 2) list(s) of answer choices with corresponding percent and number of responses; and 3) full detailed content of all comments (personal names may be redacted) for questions: 3, 5, 11. These are the questions for which answers were not made available to the public.

For the survey questions listed in your requests, there are no summary charts or list of answer choices; all of them are open-ended questions seeking comments from the responders. As to your requests for the detailed content of all comments, your requests are denied. The survey responses contain information regarding opinions of various constituents and are used by the District to help formulate policies and actions to improve its services. The results of the survey responses are therefore exempt under 7(1)(f) of FOIA because they are records “in which opinions are expressed, or policies or actions are formulated.” 5 ILCS 140/7(1)(f); *see also* 2011 PAC 14928 (climate survey responses are exempt); 2011 PAC 14058 (comments by survey respondents are exempt); 2011 PAC 13448 (survey results of employees’ opinion are exempt); 2016 PAC 44309 and 2016 PAC 44311 (survey takers’ opinions were exempt because the responses were used in the District’s decision-making process). The District has not waived its exemption for these specific survey questions by publicly citing and identifying them.

You have a right to have the denial of your requests reviewed by a Public Access Counselor (PAC) at the Office of the Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
Email: publicaccess@atg.state.il.us



If you choose to file a Request for Review with the PAC, you must do so within 60 days of the date of this letter. 5 ILCS 140/9/5(a). Please note that you must include a copy of your original FOIA requests and this letter when filing a Request for Review with the PAC. You also have the right to seek judicial review of any denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

As the District's FOIA Officer, I am responsible for the District's response to your requests. If I have misunderstood or misinterpreted your requests in any way, please clarify your requests in writing to me.

Sincerely,

Gail F. Buscemi
FOIA Officer

453063_2

From: FOIA LocalLabs <foia@locallabs.com>
Subject: Amended FOIA request
Date: August 21, 2017 at 3:17:04 PM CDT
To: Gail Buscemi <buscemig@wilmette39.org>

Ms. Buscemi:

I'm writing to submit an amended request following the response we received from Wilmette Public Schools District 39 (attached).

Pursuant to the Illinois Freedom of Information Act, I am requesting electronic copies of the following records:

1. Regarding the results from the 2016-2017 CRC School Climate Survey for Parents: Any and all 1) response summary chart(s); 2) list(s) of answer choices with corresponding percent and number of responses; and 3) full detailed content of all comments (personal names may be redacted) for questions: 9, 10, 12, 14, 20, 33, 34, 42, 43, 45, 47, 53, 55, 57, 63, 81, 82, 90, 91, 99, 100, 102, 104, 110, 112, 114, 120, 122, 124, 130, 153, 154, 162, 163, 171, 172, 180, 181, 183, 185, 191, 193, 195, 201, 203, 205, 211, 213, 249, 250, 258, 259, 267, 268, 276, 277, 285 and 286. These are the questions for which answers were not made available to the public.

2. Regarding the results from the 2016-2017 CRC School Climate Survey for Students: Any and all 1) summary chart(s); 2) list(s) of answer choices with corresponding percent and number of responses; and 3) full detailed content of all comments (personal names may be redacted) for questions: 3, 5, 10. These are the questions for which answers were not made available to the public.

3. Regarding the results from the 2016-2017 CRC School Climate Survey for Teachers: Any and all 1) summary chart(s); 2) list(s) of answer choices with corresponding percent and number of responses; and 3) full detailed content of all comments (personal names may be redacted) for questions: 3, 5, 11. These are the questions for which answers were not made available to the public.

The purpose of the request is to access and disseminate information as a matter of public interest and is not for the principal purpose of personal or commercial benefit. I qualify as media under the definition in Section 2 (c-10) ("Commercial purpose"), Section 2 (f) ("News media"), Section 2 (g) ("Recurrent requester"), and Section 2 (h) ("Voluminous request") of the Freedom of Information Act, for the purposes of being exempt to the provisions of Section 3.1 (Requests for commercial purposes), Section 3.2 (Recurrent requesters), Section 3.6 (Voluminous requests), and Section 6 (Authority to charge fees). Therefore, I request you furnish any responsive documents and items without charge.

If any element of this request is denied in whole or in part, I ask that you justify all withholdings individually by reference to specific exemptions of the Act.

If you have any questions please do not hesitate to contact me.

Thank you for your time.
Best,
Taryn Phaneuf
FOIA Desk Manager

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