



P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

CONTRIBUTION SUMMARY

AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW

Named Member: York County Public Schools

Member Address: 302 Dare Road
 Yorktown, Virginia 23692

Member Type: School

Policy Number: P-2023-2024-VRSA-0497-1

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

| The coverage consists of the following parts for which a contribution is indicated. The contribution may be subject to adjustment | BASIC CONTRIBUTION |
|--|--------------------|
| AUTOMOBILE COVERAGE PART | \$128,408 |
| LOCAL GOVERNMENT LIABILITY (Occurrence) | \$23,157 |
| CYBER LIABILITY COVERAGE | \$13,202 |
| NO FAULT COVERAGE PART | N/A |
| EXCESS LIABILITY COVERAGE PART | \$27,606 |
| PROPERTY COVERAGE PART | \$289,183 |
| MISCELLANEOUS PROPERTY ITEMS COVERAGE PART | \$6,681 |
| BOILER AND MACHINERY COVERAGE PART | \$9,657 |
| CRIME COVERAGE PART | \$1,810 |
| WORKERS' COMPENSATION COVERAGE PART | \$73,731 |
| WORKERS' COMPENSATION PLUS COVERAGE PART | \$2,500 |
| LINE OF DUTY COVERAGE PART | N/A |
| TOTAL | \$575,935 |

*CONTRIBUTION SHOWN IS PAYABLE: \$575,935 at inception

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Cystal B. Sniffin

8/7/2023

Authorized Signature

Date



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FORMS AND ENDORSEMENTS

Member Name: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Policy Period: 7/1/2023 to 7/1/2024 **Policy Number:** P-2023-2024-VRSA-0497-1

AUTO LIABILITY

The following forms and endorsements are applicable to the Auto Liability Part(s):

Auto 1, Auto 13 (07/13), Auto 16 (07/16), Auto 17, Auto 22a (07/12), Auto 3 (IL 00 21 09 08), Auto 4 (07/23), Auto 5, Auto 6 (See Certificate Section), Auto 9, CA 00 01 11 20-23 VRSA, CA 01 16 01 22, CA 99 15 12 93, CA 99 71 08 08, PARKED VEHICLES

AUTO PHYSICAL DAMAGE

The following forms and endorsements are applicable to the Auto Physical Damage Part(s):

Auto 14 (07/11), Auto 15C (07/14), Auto 20 (07/11), Auto 28 (07/22), CA 20 02 10 13

BOILER

The following forms and endorsements are applicable to the Boiler Part(s):

Boiler 3, Boiler Form (07/22)

CRIME

The following forms and endorsements are applicable to the Crime Part(s):

CR 00 23 07 17, CR 02 11 01 12, CR 25 09 10 10, CR 25 18 10 10, Crime 2, IL 10 (07/13)

CYBER LIABILITY

The following forms and endorsements are applicable to the Cyber Liability Part(s):

CYB Consequential Reputation Loss (07 22), CYB Dependent Business Interruption Coverage, CYB PCI DSS Coverage, CYB Risk Coverage Form (07 23), CYB System Failure Coverage (07 22)

EXCESS

The following forms and endorsements are applicable to the Excess Part(s):

Excess 1, Excess 2, Excess 4, Excess 5 (07/23), Excess Coverage (07-23)

INLAND MARINE

The following forms and endorsements are applicable to the Inland Marine Part(s):

IH 00 74 (07/20) VRSA, IH 00791200 VRSA 2012, IH 99 07 04 03 (2022-VRSA), Inland Marine 1, Schedule of Miscellaneous Items

LOCAL GOVERNMENT LIABILITY

The following forms and endorsements are applicable to the Local Government Liability Part(s):

LGL 1 - Multiple (See Certificate Section), LGL 16 (07/23), LGL 16A, LGL 20 (07-22), LGL 21 (07/17), LGL 22 (07/13) Violent Acts Endorsement, LGL 36, LGL Coverage (07/23), LGL Terrorism (07/23), School Violent Acts Coverage (07/13) School Violent Acts Coverage (07/13)

PROPERTY

The following forms and endorsements are applicable to the Property Part(s):

Canine 1 (07/20), Computer Electrical Damage, CP 00 10 10 12 VRSA (07/23), CP 00 32 10 12 (VRSA 2022), CP 00 50 06 15 VRSA (07-20), CP 00 90 07 88, CP 01 30 (05/04), CP 01 71 (09/02), CP 02 03 (06/95), CP 10 30 09 17 VRSA (2022), CP 10 40 (07/16) VRSA, CP 10 65 07 21 (VRSA), Loss Pay - Multiple (see certificate section), Prop 8, PROP GREEN (8346), PROP LOSS OF REVENUE, PROP Terrorism (07/23), Property Cyber and Data Endorsement, Shared Aggregate, Statement of Values

WORKERS' COMPENSATION

The following forms and endorsements are applicable to the Workers' Compensation Part(s):

Employer's Liability, Large Deductible Agreement

WORKERS' COMPENSATION PLUS

The following forms and endorsements are applicable to the Workers' Compensation Plus Part(s):

WC Plus (07-22)

MULTILINE ENDORSEMENTS

The following forms and endorsements are applicable to Property, Miscellaneous Property, Boiler & Crime Coverages:

Communicable Disease Endorsement, IL 00 17 11 98, IL 0152

All Forms and Endorsements contained in this policy are listed above as of the indicated effective date. Forms and Endorsements added to the policy after this date will appear on a "Policy Changes" endorsement.



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**AUTOMOBILE COVERAGE/RENEWAL DECLARATIONS
AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW**

Named Member: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Coverage Period: 7/1/2023 to 7/1/2024

Policy Number: P-2023-2024-VRSA-0497-1

Member Type: School

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOMOBILES

This coverage document provides only those coverages where a charge is shown in the contribution column below. Each of the coverages will apply to those AUTOMOBILES shown as covered AUTOMOBILES. AUTOMOBILES are shown as covered AUTOMOBILES for a particular coverage by the entry of one or more symbols as described in commercial form CA 00 01 11 20.

| COVERAGES | AUTO SYMBOL | LIMIT THE MOST THE VIRGINIA RISK SHARING ASSOCIATION WILL PAY FOR ANY ONE ACCIDENT OR LOSS | CONTRIBUTION |
|---------------------------------|-------------|---|--------------|
| LIABILITY COVERAGE | 1 | \$1,000,000 | \$70,920 |
| DEDUCTIBLE | | \$0 | |
| AUTO MEDICAL PAYMENTS COVERAGE | 2 | \$10,000 | \$0 |
| UNINSURED MOTORIST COVERAGE | 6 | \$50,000 bodily injury each person/\$500,000 bodily injury each accident/\$50,000 property damage each accident/\$1,000,000 students on buses | \$0 |
| PHYSICAL DAMAGE COVERAGE | | | |
| COMPREHENSIVE COVERAGE | 2, 8 | Actual Cash Value or Cost of Repair, whichever is less, minus 250 for each covered auto for all loss except fire or lightning. | \$57,488 |
| COLLISION COVERAGE | 2, 8 | Actual Cash Value or Cost of Repair, whichever is less, minus 500 for each covered auto for all loss except fire or lightning. | |

*BASIC AUTOMOBILE CONTRIBUTION: \$128,408

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Crystal B. Sniffin

Authorized Signature

8/7/2023

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTOMOBILE COVERAGE PART

The AUTOMOBILE COVERAGE PART included in this Coverage Document is subject to the following conditions.

A. CANCELLATION

1. The first Named Member shown in the Declarations may cancel this Coverage by mailing or delivering to us advance written notice of cancellation as provided in the Member Agreement.
2. We may cancel this Coverage by mailing or delivering to the first Named Member 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. We will mail or deliver our notice to the first Named Member's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage will end on that day.
5. If the Coverage is cancelled whether by the Named Member or by us, the Named Member will not be entitled to a contribution refund. The 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.

B. CHANGES

This Coverage Document and the Member Agreement contain all the agreements between you and us concerning the Coverage afforded. To the degree, however, that a conflict exists between this Coverage Document and the Member Agreement signed by us and the Named Member, the Member Agreement controls. The Named Member is authorized to make changes in the terms of this Coverage Document only with our consent. This Coverage Document's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Document. If an amendment requires a Contribution adjustment, we will adjust the Contribution as of the effective date of the amendment. If we revise this Coverage or provide more coverage without additional Contribution charge, your Coverage Document will automatically provide the additional coverage as of the day the revision is effective.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

D. INSPECTIONS AND SURVEYS

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

E. CONTRIBUTIONS

The first Named Member shown in the Declarations:

1. Is responsible for the payment of all Contributions; and
2. Will be the payee for any return of Contributions we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL 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

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (a)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (b)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

- (c)** "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT (VIRGINIA)

Any coverage that may be available subject to the provisions of this endorsement for damages caused by an "accident" with an "underinsured motor vehicle" shall be paid in addition to any bodily injury liability or property damage liability coverage "available for payment".

A. Words And Phrases With Special Meaning

The following words and phrases have special meaning throughout this endorsement and appear in quotation marks when used:

1. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.
2. "We", "us" and "our" mean the company providing insurance.
3. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage" the "insured" neither expected nor intended.
4. "Available for payment" means the liability insurance coverage applicable to the claim of the injured person for "bodily injury" or "property damage" reduced by the payment of any other claims arising out of the same "accident".
5. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
6. "Covered auto" means a motor vehicle, or a "temporary substitute", with respect to which the "bodily injury" or "property damage" liability coverage of the Policy applies.
7. "Family member" means a person related to "you" by blood, marriage or adoption who is a resident of "your" household, including a ward or foster child.
8. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured section of this endorsement, including the personal representative of any insured. Except with respect to "our" limit of liability, the insurance afforded applies separately to each insured who is seeking coverage under this endorsement.
9. "Loss" means direct and accidental damage or loss.
10. "Property damage" means damage to or loss of use of tangible property.
11. "Occupying" means in, upon, using, getting in, on, out of or off.
12. "Temporary substitute" means a motor vehicle that is being used in place of a "covered auto". The "covered auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
13. "Underinsured motor vehicle" means a motor vehicle, when, and to the extent that, the total amount of "bodily injury" and "property damage" coverage applicable to the operation or use of the motor vehicle and "available for payment" for such "bodily injury" or "property damage", including all bonds or deposits of money or securities made pursuant to Article 15 (Section 46.2-435 et seq.) of Chapter 3 of Title 46.2 of the Code of Virginia, is less than the total amount of damages sustained by any person injured as a result of the operation or use of the motor vehicle.
14. "Uninsured motor vehicle" means a motor vehicle:
 - a. For which:
 1. There is no "bodily injury" liability insurance and "property damage" liability insurance in the amounts specified by Section 46.2-472 of the Code of Virginia.
 2. There is such insurance but the insurer writing the insurance denies coverage for any reason whatsoever, including failure or refusal of the insured to cooperate with the insurer.
 3. There is no bond or deposit of money or securities in lieu of such insurance.
 4. The owner of the vehicle has not qualified as a self-insurer under the provisions of Section 46.2-368, or

5. The owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Commonwealth or the United States. A motor vehicle shall be deemed uninsured if its owner or operator is unknown.

If the owner or operator of any motor vehicle that causes "bodily injury" or "property damage" to the "insured" is unknown, and if the damage or injury results from an "accident" where there has been no contact between that motor vehicle and the motor vehicle occupied by the "insured", or where there has been no contact with the person of the "insured" if the "insured" was not "occupying" a motor vehicle, then for the "insured" to recover under this endorsement pursuant to Paragraph **a.** of this definition, the "accident" shall be reported promptly to either:

1. The insurer; or
2. A law-enforcement officer having jurisdiction in the county or city in which the "accident" occurred. If it is not reasonably practicable to make the report promptly, the report shall be made as soon as reasonably practicable under the circumstances.

b. Which is an "underinsured motor vehicle".

B. We Will Pay

"We" will pay in accordance with the Virginia Uninsured Motorists Law, all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle".

C. We Will Not Cover – Exclusions

This insurance does not apply to:

1. A "bodily injury" or "property damage" claim settled by the "insured" without "our" consent with anyone who may be legally liable.
2. The direct or indirect benefit of any insurer of property.
3. The first \$200 of the total amount of "property damage" as the result of any one "accident" involving an unidentifiable driver or owner of an "uninsured motor vehicle". This exclusion does not apply if the owner or operator of the "uninsured motor vehicle" causing the damage can be identified.
4. Anyone using the "covered auto" without a reasonable belief that the person is entitled to do so.

D. Who Is Insured

1. "You" or any "family member".
2. Anyone else "occupying" a "covered "auto".
3. Anyone for damages he or she is entitled to recover because of "bodily injury" to which this coverage applies, sustained by another "insured" under Paragraph **1.** or **2.**

E. Our Limit Of Liability

1. Regardless of the number of "covered autos", "insureds", claims made or motor vehicles involved in the "accident", the most "we" will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. However, if more than one "covered auto" is involved in the same "accident", the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations will apply separately to each of these "covered autos". Such limit of insurance shall first provide the separate limits required by the Virginia Motor Vehicle Safety Responsibility Act.
2. Except with respect to an "underinsured motor vehicle", damages otherwise payable under this coverage with respect to an employee of a self-insured employer, shall be reduced by all sums paid or payable because of "bodily injury" under a workers' compensation law.

F. Conditions

The conditions applicable to this coverage are as follows:

1. Other Insurance

- a. For "property damage", Uninsured Motorists Insurance is excess over all other collectible insurance of any kind applicable to the "property damage".
- b. If the injured person is entitled to uninsured motorists coverage or underinsured motorists coverage under more than one policy, the following order of priority of payment applies:
 - (1) The Policy covering a motor vehicle "occupied" by the injured person at the time of the "accident".
 - (2) The Policy covering a motor vehicle not involved in the "accident" under which the injured person is a named insured.

- (3) The Policy covering a motor vehicle not involved in the "accident" under which the injured person is other than a named insured.

If there is more than one insurer providing coverage under one of the payment priorities set forth in this paragraph (b.), we will pay only "our" share of the "loss". "Our" share is the proportion that "our" limit of liability bears to the total of all limits applicable on the same level of priority.

2. Our Right To Recover From Others

If "we" make any payment, "we" are entitled to recover what "we" paid from other parties. Any person to or for whom "we" make payment must transfer to "us" his or her rights of recovery against any other party. The person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

3. Legal Action Against Us

No legal action may be brought against "us" until there has been full compliance with all the terms of the Policy.

4. Changes

If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of the change.

5. Transfer Of Rights And Duties

"Your" rights and duties under this endorsement may not be assigned without "our" written consent.

6. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve "us" of any obligations under this endorsement.

7. Policy Period, Coverage Territory

Under this endorsement, "we" cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

"We" also cover "loss" to, or "accidents" involving, a "covered auto" while being transported between any of these places.

8. Concealment, Misrepresentation Or Fraud

Coverage for "your" claim under this endorsement is void in any case of fraud by "you" at any time as it relates to this coverage. It is also void if "you", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This endorsement;
- b. The "covered auto";
- c. "Your" interest in the "covered auto"; or
- d. A claim under this coverage.

9. Premium Audit

- a. The estimated premium for this endorsement is based on the exposures "you" told "us" "you" would have when this Policy began. "We" will compute the final premium due when "we" determine "your" actual exposures. The estimated total premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the First Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this endorsement will be computed annually, based on "our" rates or premiums in effect at the beginning of each year of the Policy.

10. Arbitration

- a. If "we" and an "insured" disagree 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.

"You" are not required to arbitrate; however, if both parties agree to arbitrate, 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. "We" will pay all arbitration expenses if "we" request arbitration. If an "insured" requests the arbitration, 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 can be reached by two of the arbitrators but will not be binding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

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

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is \$10,000.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

A. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in 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 to "other collectible insurance"

applies only to other collectible auto medical payments insurance.

Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

THIS ENDORSEMENT CHANGES THE COVERAGE.
PLEASE READ IT CAREFULLY

CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

EXCLUSION - DESCRIBED HAZARDS
(AUTOMOBILE RACING, BOAT RACING, MOTORCYCLE RACING)

This endorsement modifies coverage provided under the following:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART.

With respect to the racing of any boat, motorcycle, or automobile, this coverage does not apply to:

1. "Bodily injury" or "property damage" or "personal injury" or "advertising injury" arising out of the operation of the races; or
2. "Bodily injury" or "property damage" or "personal injury" or "advertising injury" to any person while practicing for or participating in any automobile, boat, or motorcycle race."

ENDORSEMENT NO. 9

CA 99 04 (Ed 01 78)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY VEHICLES - VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusions:

This coverage does not apply to:

- A. **Bodily Injury** to any volunteer firefighter or other volunteer worker of any **insured** if sustained while such person is using or maintaining a covered **auto** and is engaged in volunteer firefighting, rescue squad or ambulance corps operations of any **insured**.
- B. **Bodily Injury** to any fellow volunteer firefighter or other volunteer worker of any **insured** if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE 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.

SCHEDULE

| Coverages | Auto No. | Designation or Description of Covered "Autos" to which this insurance applies | Maximum Payment Each Covered "Auto" | | | Premium |
|----------------|----------|---|-------------------------------------|-------------|----------------|------------|
| | | | Any One Day | No. of Days | Any One Period | |
| Comprehensive | 1 | All autos | \$200 | 30 | \$6,000 | \$Included |
| | 2 | | \$ | | \$ | \$ |
| Collision | 1 | All autos | \$200 | 30 | \$6,000 | \$Included |
| | 2 | | \$ | | \$ | \$ |
| Specified | 1 | | \$ | | \$ | \$ |
| Causes of Loss | 2 | | \$ | | \$ | \$ |
| Total Premium | | | | | | |

(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. It applies only to a covered "auto" described or designated in the Schedule.
- B. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. The number of days shown in the Schedule.

- D. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTOMOBILE COVERAGE PART

The following words and phrases as utilized in any form or endorsement of the AUTOMOBILE COVERAGE PART of this Coverage Document shall have the meaning attributed below:

| <u>Printed Words or Phrases</u> | <u>Substituted Words or Phrases</u> |
|---------------------------------|-------------------------------------|
| Policy | Coverage Document |
| Insurance | Coverage |
| Company | Pool |
| Insured (noun) | Covered Person |
| Insured (verb) | Covered |
| Insure | Cover |
| Named Insured | Named Member |
| Premium(s) | Contribution(s) |

BUSINESS AUTO COVERAGE FORM

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

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

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

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

| Symbol | Description Of Covered Auto Designation Symbols | |
|--------|---|---|
| 1 | Any "Auto" | |
| 2 | Owned "Autos" Only | Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins. |
| 3 | Owned Private Passenger "Autos" Only | Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins. |
| 4 | Owned "Autos" Other Than Private Passenger "Autos" Only | Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins. |
| 5 | Owned "Autos" Subject To No-fault | Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law | Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | Specifically Described "Autos" | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three). |
| 8 | Hired "Autos" Only | Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Non-owned "Autos" Only | Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. |

| | | |
|-----------|--|---|
| 19 | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |
|-----------|--|---|

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" 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 when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

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

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) 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
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to \$250 or the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

There is no deductible for glass breakage claims.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

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

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:
- a. "Loss" to any one covered "auto" is the lesser of:
- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

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. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

7. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) 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
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or

- 6.** Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a.** Equipment designed primarily for:
 - (1)** Snow removal;
 - (2)** Road maintenance, but not construction or resurfacing; or
 - (3)** Street cleaning;
 - b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M.** "Property damage" means damage to or loss of use of tangible property.
- N.** "Suit" means a civil proceeding in which:
 - 1.** Damages because of "bodily injury" or "property damage"; or
 - 2.** A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a.** An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- P.** "Trailer" includes semitrailer.
- Q.** "Unmanned aircraft" means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft. It is a component of a unmanned aircraft system. Unmanned aircraft means any aircraft operating or designed to operate autonomously or to be piloted remotely without a pilot on board.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. Paragraph A. Coverage of Section II – Covered Autos Liability Coverage is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" 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 when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

B. Paragraph A.1.b. of Section II – Covered Autos Liability Coverage is amended by the addition of the following:

1. Who Is An Insured

The following are "insureds":

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(6) Your customers, if you are in the motor vehicle business. However, if a customer of yours:

(a) Has no other valid and collectible insurance applicable to the same "accident", they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

(b) Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

(a) Used for demonstration purposes by a prospective purchaser;

(b) Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or

(c) Leased to another for a period of six months or more.

C. Paragraph A.2. Coverage Extensions of Section II – Covered Autos Liability Coverage is amended as follows:

1. Paragraphs a.(3), a.(5) and a.(6) of Supplementary Payments are replaced by the following:

We will pay for the "insured":

(1) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(5) All court costs taxed against the "insured" in any "suit" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

We will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **A.2.b.(1) of Section II – Covered Autos Liability Coverage** is replaced by the following:

2. Coverage Extensions

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

E. Paragraph **B. Exclusions of Section II – Covered Autos Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

"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 Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

5. Paragraph **B.12. War** Exclusion is replaced by the following:

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

F. Paragraph **C. Limit Of Insurance of Section II – Covered Autos Liability Coverage** is replaced by the following:

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 the total of all damages resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

a. \$30,000 for "bodily injury" to any one person caused by any one "accident"; and

- b. Subject to 2.a. above, \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
- c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

G. The Business Auto Conditions of Section IV are amended as follows:

1. Paragraph A.2.b.(3) of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- b. Additionally, you and any other involved "insured" must:
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

2. Paragraph A.2.c. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Paragraph A.4. of the Loss Payment – Physical Damage Coverages Condition is replaced by the following:

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include:

- (1) The applicable sales and use tax for the damaged or stolen property;
- (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and
- (3) Any applicable general average, salvage or disposal charges.

4. Paragraph B.2. Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

5. Paragraph B.5.b. of the Other Insurance Condition is replaced by the following:

- 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. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

6. Paragraph B.6. Premium Audit Condition is replaced by the following:

The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

7. Paragraph B.8. of the Two Or More Coverage Forms Or Policies Issued By Us Condition is deleted.

8. Paragraph **B. General Conditions** is amended by the addition of the following:

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

H. Section V – Definitions is amended as follows:

1. The "covered pollution cost or expense" definition is deleted.
2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.
3. The definition of "suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

I. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.
2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL BODIES AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Any land motor vehicle or "trailer" you own or lease that is designed for travel on public roads is an "auto" and not "mobile equipment" if the sole reason for considering it "mobile equipment" is such vehicle is used solely on roads you own.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA GARAGEKEEPERS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO 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.

SCHEDULE

| Location Number | Address Where You Conduct Garage Operations (Main Location) | |
|--|---|--|
| | All Locations | |
| Coverages | Limit Of Insurance And Deductible | Premium |
| Comprehensive Or Specified Causes Of Loss | \$ 100,000 | Minus |
| | \$ scheduled | Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To |
| | \$ | Maximum Deductible For All Such Loss In Any One Event; |
| | \$ | Or |
| | \$ | Minus |
| Collision | \$ 100,000 | Minus |
| | \$ scheduled | Deductible For Each "Customer's Auto". |
| | \$ | |
| | \$ | |
| | \$ | |

| | |
|--|--------------------|
| Total Premium For All Locations | \$ Included |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Garagekeepers Coverage applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "X".

Direct Coverage Options

EXCESS INSURANCE

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is excess 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.

PRIMARY INSURANCE

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

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. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We have the right and duty to defend any "suit" for these damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" 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 of 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.

4. Coverage Extensions

SUPPLEMENTARY PAYMENTS

We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.
- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the Limit of Insurance.

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.** Equipment designed or used for the detection or location of radar.

D. Limits Of Insurance And Deductibles

- 1.** 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 in the Schedule for that location minus the applicable deductibles for "loss" caused by:
 - a.** Collision; or
 - b.** With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
 - (1)** Theft or mischief or vandalism; or
 - (2)** All perils.

- 2.** The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

- a.** Theft or mischief or vandalism; or
- b.** All perils.

- 3.** Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional 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 and/or parts and labor.
- 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.

ENDORSEMENT

CATASTROPHIC PHYSICAL DAMAGE TO AUTOS COVERAGE – PARKED VEHICLES

You may extend the coverage provided by the Building and Personal Property Coverage Form to provide the following coverage:

For purposes of the coverage provided by this Endorsement, the terms *covered auto* means a parked passenger auto (including bus) which is a scheduled covered auto under an auto liability insurance policy issued by VRSA.

If two or more *covered autos* are damaged while parked on the Insured's premises due to windstorm, hail, earthquake, flood, fire, mischief, or vandalism, and any such auto is not covered under any policy of insurance issued by VRSA (or any other insurance) for physical damage to or loss of such auto, then, with respect to such uninsured autos only, VRSA will pay (at its option) either the reasonable and necessary costs to repair the auto or the actual cash value of the auto at the time of loss, subject to a per occurrence limit of \$50,000, and a per occurrence deductible in the amount of \$5,000.

This coverage is only available if the insured notifies VRSA of its claim for coverage under this Endorsement within 30 days of the loss, and provides information to VRSA to assist VRSA in determining the amount of reasonable and necessary repair costs and/or the actual cash value at the time of loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS – LIMITS FOR PUPILS & SCHOOL PERSONNEL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The Uninsured Motorist Coverage Limit stated in the Declarations is changed to provide as follows in the following circumstances only:

1) (a) Where the **accident** involves **bodily injury** to one or more school pupils, including the driver if a pupil, riding as passengers on any vehicle then used to transport school pupils at public expense, the Uninsured Motorist Coverage Limits is \$1,000,000 Combined Single Limit each **accident**.

(b) Where Uninsured Motorists Coverage Limits are provided as a Combined Single Limit, Section E(1) of the Uninsured Motorists Endorsement is changed to provide as follows:

1. Regardless of the number of **covered autos, insureds**, claims made, or school pupils and personnel or motor vehicles involved in the **accident**, the most we will pay for all damages resulting from any one **accident** is the limit of UNINSURED MOTORISTS INSURANCE shown in the Schedule or Declarations. However, if more than one **covered auto** is involved in the same **accident**, the limit of UNINSURED MOTORISTS INSURANCE shown in the Schedule or Declarations will apply separately to each of these **covered autos**. Such limits of insurance shall first provide the separate limits required by Virginia Code Section 46.2-472.

2) Where the **accident** involves **bodily injury** to one or more school personnel, but not to school pupils (including the driver if a pupil), when riding as passenger on any vehicle then used to transport school pupils and personnel at public expense, the Uninsured Motorist Coverage Limits is as follows: \$50,000 each person **bodily injury**/\$500,000 each accident **bodily injury**/\$50,000 each **accident property damage**.

B. For the purposes of this endorsement “school pupils and personnel” and “vehicle” shall have the meanings set forth in Section 22.1-188 of the Code of Virginia.

C. For each **accident**, either one or the other of the limits stated in (A)(1)(a) or (A)(2) above shall apply with respect to the **accident**, but not both.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LEASE/LOAN SECURITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless modified by the endorsement.

The following coverage applies under Part III A only in the event of a total loss to a specific vehicle for which a physical damage contribution is shown for this coverage on your Declarations.

We will pay, in addition to the Actual Cash Value, the unpaid amount due on the lease or loan for your auto less any:

- (1) overdue lease/loan payments at the time of loss,
- (2) financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage,
- (3) security deposits not refunded by a lessor,
- (4) costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease,
- (5) carry-over balances from previous loans or leases.

This coverage applies to unpaid amounts due on a lease or loan for Comprehensive or Collision losses. No deductible applies to this coverage.

ENDORSEMENT NO. 14 (REV 07/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless modified by the endorsement.

SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

The exclusion relating to “loss” caused by freezing in subparagraph III(B)(3)(a) **EXCLUSIONS**, does not apply to:

Any “loss” to permanently attached emergency response or firefighting equipment on an emergency vehicle caused by freezing, unless the “loss” is caused by your failure to properly maintain such equipment. Such equipment shall include but is not limited to pumps, gauges, and tanks. In no event will the “loss” to an “auto” engine caused by freezing be covered by this policy.

BUSINESS AUTO PHYSICAL DAMAGE

| | |
|---|--|
| Effective Date of Endorsement 7/1/2023 Term of Coverage Document 12 Months | |
| Servicing Agent: VRSA Glen Allen, Virginia | |
| <p><u>THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.</u> <u>PLEASE READ IT CAREFULLY</u></p> <p>PHYSICAL DAMAGE COVERAGE-HIRED This endorsement modifies coverage provided under the following:</p> <p>BUSINESS AUTO COVERAGE FORM</p> | |
| Coverages | Limit of Insurance Premium |
| Comprehensive | Actual Cash Value, Cost of Repairs, or \$100,000 Whichever is Less minus \$ <u>per sched.</u> Ded. for each covered Auto For all Loss Except Fire or Lightning |
| Collision | Actual Cash Value, Cost of Repairs or \$100,000 Whichever is Less minus <u>\$per sched.</u> Ded. for Each Covered Auto |
| <p>PHYSICAL DAMAGE INSURANCE for covered autos you hire or borrow is excess unless indicated below by "[X]".</p> <p>[X] If this box is checked, PHYSICAL DAMAGE INSURANCE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be covered "auto" you own.</p> | |
| ENDORSEMENT NO. 28 (07/22) | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE – FIRE, POLICE AND EMERGENCY VEHICLES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Physical Damage Coverage is changed as follows:

- A.** The exclusion relating to audio, visual and data electronic equipment in Paragraphs **B.4.c.** and **B.4.d.** does not apply to any equipment that is installed in or upon a covered "auto" which is:
 - 1. Owned by a police or fire department;
 - 2. Equipped as an emergency vehicle and owned by a political body or any of its agencies; or
 - 3. Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.
- B.** For covered "autos" described above, the **Limits Of Insurance** provision in Paragraph **C.1.b.** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST AUTOMOBILE PHYSICAL DAMAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless modified by the endorsement.

For all vehicles with an initial purchase cost in excess of \$100,000, the following shall apply under Part III – Physical Damage Insurance, Section C, in lieu of any other provision of Section C:

The most we will pay for “loss” to any one covered “auto” in any one accident is the least of:

1. The cost of repairing the damaged property; or
2. The cost to replace a part or parts of the damaged property as of the time of the loss with a part or parts of like kind and quality, without deduction for depreciation; or
3.
 - a. Applicable to vehicles less than five years old, the cost to replace the entire covered “auto” and its “permanently attached equipment” as of the time of the “loss” with a comparable new “auto” and “permanently attached equipment” manufactured to current specifications or standards set by nationally recognized organizations such as the NFPA or the U.S. Department of Transportation;
 - b. Applicable to vehicles more than five but less than fifteen years old, the cost to replace the damaged property and its “permanently attached equipment” as of the time of the “loss” with that of like kind and quality, without deduction for depreciation; and
 - c. Applicable to vehicles more than fifteen years old, we will pay the actual cash value of the vehicle and its “permanently attached equipment” at the time of the “loss.”
 - d. The age of the vehicle is determined based on the date of manufacture of the vehicle and the date of the “loss.”

ENDORSEMENT NO. 15 C (07/14)



P.O. Box 3239, Glen Allen, VA 23058

1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

**BOILER & MACHINERY COVERAGE PART RENEWAL DECLARATIONS
AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW**

Named Member: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Coverage Period: 7/1/2023 to 7/1/2024 **Policy Number:** P-2023-2024-VRSA-0497-1

Member Type: School

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

| | LIMIT | DEDUCTIBLE |
|------------------------|---------------|---|
| PROPERTY DAMAGE | \$100,000,000 | \$1,000 except \$5,000 on all transformers > 5,000 KVA but <= 20,000 KVA, \$10,000 on all transformers > 20,000 KVA |

| Sublimated Coverages | Sublimits |
|-------------------------------------|-------------|
| Water Damage | \$100,000 |
| Hazardous Substances | \$100,000 |
| Demolition & ICC | \$1,000,000 |
| Computer Data & Media | \$250,000 |
| Perishable Goods | \$250,000 |
| Consequential and Ammonia | \$100,000 |
| Newly Acquired Locations (120 Days) | \$1,000,000 |
| Expediting Expenses | \$100,000 |
| CFC | \$100,000 |

*CONTRIBUTION SHOWN IS PAYABLE: _____ \$9,657

* This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Crystal B. Griffin

Authorized Signature

8/7/2023

Date

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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

A. Coverage

1. Covered Cause Of Loss

Covered Cause of Loss is a "Breakdown" to "Covered Equipment".

2. Coverages Provided

Each of the following coverages is provided if either a limit or the word INCLUDED is shown for that coverage in the Declarations. If neither a limit nor the word INCLUDED is shown, then that coverage is not provided.

These coverages apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss.

a. Property Damage

We will pay for direct damage to "Covered Property" located at the premises described in the Declarations.

b. Expediting Expenses

With respect to direct damage to "Covered Property" we will pay for the extra cost you necessarily incur to:

- (1) Make temporary repairs; and
- (2) Expedite the permanent repairs or replacement of the damaged property.

c. Business interruption And Extra Expense – Extra Expense Only

(1) We will pay:

- (a) Your actual loss of "Business interruption" during the "Period of Restoration"; and
- (b) The "Extra Expense" you necessarily incur to operate your business during the "Period of Restoration".

However, if coverage for "Extra Expense" Only is indicated in the Declarations, then coverage for "Business interruption" is not provided.

We will consider the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown" in determining the amount of our payment.

(2) If you have coverage for "Business interruption" and "Extra Expense" or for "Extra Expense" Only and:

(a) If a number of days is shown in the Declarations for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "Period of Restoration".

(b) If you have coverage for Ordinance or Law, then the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

(c) If "Media" is damaged or "Data" is lost or corrupted, we will pay your actual loss of "Business interruption" and/or "Extra Expense" during the time necessary to:

- (i) Research, replace or restore the damaged "Media" or lost or corrupted "Data"; and
- (ii) Reprogram instructions used in any covered "Computer Equipment".

There shall be no coverage for any "Media" or "Data" that we determine is not or cannot be replaced or restored.

Unless a higher limit is shown in the Declarations, we will pay the lesser of your actual loss of "Business interruption" and/or "Extra Expense" up to 30 days after the "Period of Restoration" or \$25,000.

d. Perishable Goods - Spoilage Damage

- (1) We will pay for the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
 - (a) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
 - (b) You must own or be legally liable under written contract for the raw materials, property in process or finished products; and
 - (c) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
- (2) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Form.

e. Utility Interruption

If you have coverage for Business interruption And Extra Expense - Extra Expense Only and/or Spoilage Damage, that coverage is extended to include loss resulting from the interruption of utility services provided all of the following conditions are met:

- (1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which you receive;
- (2) The "Covered Equipment" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to your premises; and
- (3) The interruption of utility service to your premises lasts at least the consecutive period of time shown in the Declarations. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

f. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises you have purchased or leased. This coverage begins at the time you acquire the property and continues for a period not exceeding the number of days indicated in the Declarations for Newly Acquired Premises, under the following conditions:

- (1) You must inform us, in writing, of the newly acquired premises as soon as practicable;
- (2) You agree to pay an additional premium as determined by us;
- (3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other insured premises; and
- (4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

g. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increases in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "Breakdown", which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of a "Breakdown":

- (1) We will pay for:
 - (a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;
 - (b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and
 - (c) The increased cost actually and necessarily expended to:
 - (i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and
 - (ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

- i. The same premises or on another premises if you so elect. However if you rebuild at another premises, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same premises; or
 - ii. Another premises if the relocation is required by the ordinance or law. The most we will pay is the increased cost of construction at the new premises.
- (2) We will not pay for any:
 - (a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
 - (b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;
 - (c) Loss due to any ordinance or law that:
 - (i) You were required to comply with before the loss, even if the building was undamaged; and
 - (ii) You failed to comply with;
 - (d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "Breakdown"; or
 - (e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.
 - (f) Loss or expense sustained due to the enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "Fungus", wet or dry rot; or
 - (g) Costs associated with the enforcement of or compliance with any ordinance or law which 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 "fungus", wet or dry rot.
- (3) If:
 - (a) The building or structure is damaged by a "Breakdown" that is covered under this policy;
 - (b) There is other physical damage that is not covered under this policy; and
 - (c) The building damage in its entirety results in enforcement of ordinance or law;

then we will not pay the full amount of the loss under this coverage. Instead, we will pay only that proportion of such loss; meaning the proportion that the covered "Breakdown" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this policy and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Coverage Part even if the building has also sustained damage by a covered "Breakdown".
- h. Errors And Omissions

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part solely because of the items listed below:

 - (1) Any error or unintentional omission in the description or location of property as insured under this Coverage Part or in any subsequent amendments;
 - (2) Any failure through error to include any premises owned or occupied by you at the inception date of this Coverage Part; or
 - (3) Any error or unintentional omission by you that results in cancellation of any premises insured under this policy.

No coverage is provided as a result of any error or unintentional omission by you in the reporting of values or the coverage you requested.

It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

i. Brands And Labels

(1) If branded or labeled merchandise that is "Covered Property" is damaged by a "Breakdown", we may take all or any part of the property at an agreed or appraised value. If so, you may:

- (a) Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- (b) Remove the brands or labels if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any law.

(2) We will pay reasonable costs you incur to perform the activity described in Paragraphs (1)(a) and (1)(b), but the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

j. Contingent Business interruption And Extra Expense – Extra Expense Only Coverage

(1) Subject to the same terms and conditions, the Business interruption And Extra Expense or Extra Expense Only Coverage provided by this Coverage Part is extended to cover your loss, if any, resulting from a "Breakdown" to "Covered Equipment" at a premises shown in the Declarations, that is not owned or operated by you which:

- (a) Wholly or partially prevents the delivery of services or materials shown in the Declarations, to you or from you to others for your account; or
- (b) Results in the loss of sales at your premises shown in the Declarations.

(2) You shall use your influence to induce the contributing or recipient premises to make use of any other machinery, equipment, supplies or premises available in order to resume operations and delivery of services or materials to you, or the acceptance of products or services from you. You shall cooperate with the contributing or recipient premises to this effect in every way, but not financially unless authorized by us.

B. Exclusions

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

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of "Covered Property".

However the words use and operation shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on the premises of a Hospital.

2. Earth Movement

Earth movement, including but not limited to earthquake, landslide, land subsidence, mine subsidence or volcanic action.

3. Water

a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

b. Mudflow or mudslide;

c. Water damage caused by backup of sewer, drains or drainage piping; or

d. Water damage caused by the discharge or leakage of a sprinkler system or domestic water piping.

e. Water under the ground surface pressing on, or flowing or seeping through:

(1) Foundations, walls, floors or paved surfaces;

(2) Basements, whether paved or not;

(3) Doors, windows or other openings; or

f. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph a., c. or e., or material carried or otherwise moved by mudslide or mudflow.

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

4. Nuclear Hazard
Nuclear reaction or radiation, or radioactive contamination, however caused.
5. War Or Military Action
 - 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.
6. An explosion. However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of a kind specified in a. through g. below, if not otherwise excluded in this Section B.:
 - a. Steam boiler;
 - b. Electric steam generator;
 - c. Steam piping;
 - d. Steam turbine;
 - e. Steam engine;
 - f. Gas turbine; or
 - g. Moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.
7. Fire or combustion explosion including those that:
 - a. Result in a "Breakdown";
 - b. Occur at the same time as a "Breakdown"; or
 - c. Ensur from a "Breakdown".
8. "Fungus", Wet Rot and Dry Rot
Presence, growth, proliferation, spread or activity of "Fungus", wet or dry rot. However, if a "Breakdown" occurs, we will pay the resulting loss or damage.
This exclusion does not apply to the extent that coverage for "Fungus", wet rot or dry rot is provided elsewhere in the Coverage form and then only for that portion of any loss or damage resulting from the presence, growth, proliferation, spread or activity of "fungus", wet or dry rot as a result of a "Breakdown".
9. Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. However:
 - a. If a "Breakdown" occurs, we will pay the resulting loss or damage;
 - b. this exclusion does not apply to loss or damage caused by or resulting from "Fungus", wet rot or dry rot. Such loss or damage is addressed in Exclusion B.8.:
 - c. Regardless of the application of this exclusion to any particular loss, the provisions of this Exclusion 9. Do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Form.
10. Explosion within the furnace of a chemical recovery type boiler or within the passage from the furnace to the atmosphere.
11. Damage to "Covered Equipment" undergoing a pressure or electrical test.
12. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
13. Depletion, deterioration, corrosion, erosion, or wear and tear. However, if a "Breakdown" occurs, we will pay the resulting loss or damage.
14. A "Breakdown" that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have, whether collectible or not:
 - a. Aircraft or vehicles;
 - b. Freezing caused by cold weather;
 - c. Lightning;
 - d. Sinkhole collapse;
 - e. Smoke;
 - f. Riot, civil commotion or vandalism; or
 - g. Weight of snow, ice or sleet.
15. A "Breakdown" that is caused by Windstorm or Hail.
16. A delay in, or an interruption of any business, manufacturing or processing activity except as provided by the Business interruption And Extra Expense, Extra Expense Only and Utility Interruption Coverages.
17. With respect to Business interruption And Extra Expense, Extra Expense Only and Utility Interruption Coverages, the following additional exclusions shall apply:
 - a. The business that would not or could not have been carried on if the "Breakdown" had not occurred;
 - b. Your failure to use due diligence and dispatch and all reasonable means to operate your business as nearly normal as practicable at the premises shown in the Declarations; or
 - c. The suspension, lapse or cancellation of a contract following a "Breakdown" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or canceled.

e. Power generation facilities are excluded under Business interruption unless specifically endorsed onto the policy.

18. Lack or excess of power, light, heat, steam or refrigeration except as provided by the Business interruption And Extra Expense, Extra Expense Only, Spoilage Damage and Utility Interruption Coverages.

19. Any indirect loss following a "breakdown" to "Covered Equipment" that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by the "Business interruption" and "Extra Expense", "Extra Expense" only, Spoilage Damage and Utility Interruption Coverages.

20. With respect to Utility Interruption Coverage, any loss resulting from the following additional causes of loss whether or not coverage for that cause of loss is provided by another policy you have:

- a. Acts of sabotage;
- b. Collapse;
- c. Deliberate act(s) of load shedding by the supplying utility;
- d. Freezing caused by cold weather;
- e. Impact of aircraft, missile or vehicle;
- f. Impact of objects falling from an aircraft or missile;
- g. Lightning;
- h. Riot, civil commotion or vandalism;
- i. Sinkhole collapse;
- j. Smoke; or
- k. Weight of snow, ice or sleet.

21. Any indirect result of a "Breakdown" to "Covered Equipment" except as provided by the Business interruption And Extra Expense, Extra Expense Only, Spoilage Damage and Utility Interruption Coverages.

22. Neglect by you to use all reasonable means to save and preserve "Covered Property" from further damage at and after the time of the loss.

23. Testing

Damage to any object while being tested is excluded.

C. Limits Of Insurance

1. The most we will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Insurance shown in the Declarations.

2. Any payment made will not be increased if more than one insured is shown in the Declarations.

3. For each coverage in Paragraph A.2. if:

a. INCLUDED is shown in the Declarations, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.

b. A limit is shown in the Declarations, we will not pay more than the Limit of Insurance for each such coverage.

4. For any "Covered Equipment" that is:

- a. Used solely to supply utility services to your premises;
- b. Owned by a public or private utility;
- c. Not in your care, custody or control and for which you are legally liable; and
- d. Covered under this Coverage Form;

the Limit of Insurance for Property Damage stated in the Declarations is deleted and replaced by the sum of one dollar.

If you are a public or private utility, 4.b. is deleted and replaced by the following:

b. Owned by a public or private utility other than you;

5. Unless a higher limit or INCLUDED is shown in the Declarations, the most we will pay for direct damage as a direct result of a "Breakdown" to "Covered Equipment" is \$25,000 for each of the following. The limits are part of, not in addition to, the Limit of Insurance for Property Damage or Limit per Breakdown.

a. Ammonia Contamination

The spoilage to "Covered Property" contaminated by ammonia, including any salvage expense.

b. Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

c. Data And Media

Your cost to research, replace or restore damaged "Data" or "Media" including the cost to reprogram instructions used in any "Computer Equipment".

d. Hazardous Substance

Any additional expenses incurred by you for the clean-up, repair or replacement or disposal of "Covered Property" that is damaged, contaminated or polluted by a "Hazardous Substance".

As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.

This coverage applies despite the operation of the Ordinance or Law Exclusion.

e. Water Damage

The damage to "Covered Property" by water including any salvage expenses., except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

If "Fungus", wet or dry rot results from damage by water as limited in this paragraph, loss or damage attributable to "Fungus", wet or dry rot will be:

- (1) Limited as described in Paragraphs C.6.a(1) through C.6.a.(5); and
- (2) Part of the Water Damage limit, not in addition to it.

f. Chlorofluorocarbon (CFC) and Halon

The replacement of any CFC refrigerant used in refrigeration or air condition equipment or Halon used in a fire suppression system due to an "accident" to an object. The limit is \$100,000 unless a different limit is indicated in the Declarations for this coverage.

6. Limited Coverage for "Fungus", Wet Rot And Dry Rot

a. Property Damage

We will pay for loss or damage by "Fungus", wet or dry rot only when the "Fungus", wet or dry rot is the direct result of a "Breakdown" to "Covered Equipment" that occurs during the policy period. As used in this Limited Coverage, the term loss or damage means:

- (1) Direct physical loss or damage to "Covered Property" caused by "Fungus", wet or dry rot including the cost of removal of the "Fungus", wet or dry rot:
 - (a) The cost to tear out and replace any "Covered Property" as needed to gain access to the "Fungus", wet or dry rot; and
 - (b) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot is present.

- (2) The coverage described under Paragraph 6.a.(1) of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "Breakdown" to "Covered Equipment" which take place within the 12-month period starting with the beginning of the present annual policy period. With respect to a particular occurrence of loss which results in "Fungus", wet or dry rot, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot continues to be present or active or recurs in a later policy period.

- (3) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any "Covered Property". If a particular occurrence results in loss or damage by "Fungus", wet or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected "Covered Property".

If there is covered loss or damage to "Covered Property" not caused by "fungus", wet or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- (4) If a Revised Limit is shown in the Declarations, the amount of \$15,000 in Paragraph 6.a.(2) is replaced by the amount indicated in the Declarations.

b. Business interruption And Extra Expense or Extra Expense Only

- (1) If you have coverage for "Business interruption" and "Extra Expense" or "Extra Expense" only, then Paragraph b.(1)(a) or b.(1)(b) applies, provided that the incurred loss or expense satisfies the terms and conditions applicable to the "Business interruption" and "Extra Expense" or "Extra Expense" only coverage.

(a) If:

- (i) The "Breakdown"; or
- (ii) Any damage from water Resulting from the "Breakdown";

Which resulted in "Fungus", wet or dry rot, does not in itself generate a loss of "Business interruption" or an "Extra Expense", but the loss of "Business interruption" or "Extra Expense" is solely due to loss or damage to property caused by "Fungus", wet or dry rot, then our payment under "Business interruption" and "Extra Expense" or "Extra Expense" only is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

- (b) If a covered loss of "Business interruption or an "Extra Expense" was caused by loss or damage other than "fungus", wet or dry rot, but remediation of "fungus", wet or dry rot prolongs the "Period of Restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "Period of Restoration"), but such coverage is limited to 30 days. The days need not be consecutive.
- (2) If a Revised Number of Days is shown in the Declarations, the number of days (30) in Paragraph b.(1)(a) or b.(1)(b) is replaced by the number of days indicated in the Declarations.
- c. If you have coverage for Ordinance Or Law, then with respect to Property Damage, "Business interruption" and "Extra Expense" or "Extra Expense" only, we will not pay under the Ordinance or Law Coverage for:
 - (1) Loss or expense sustained due to the enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot; or
 - (2) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or access the effects of "Fungus", wet or dry rot.

D. Deductibles

1. Application Of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Declarations for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage except if:

- a. A deductible is shown as COMBINED for any of the coverages in the Declarations, then we will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or
- b. More than one "Covered Equipment" is involved in "One Breakdown", then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination Of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the Declarations, we will first subtract the deductible amount from any loss we would otherwise pay.

b. Time Deductible

If a time deductible is shown in the Declarations, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown". If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

c. Multiple Of Daily Value Deductible

If a multiple of daily value is shown in the Declarations, this deductible will be calculated as follows:

- (1) For the entire premises where the loss occurred, determine the total amount of "Business interruption" that would have been earned during the "Period of Restoration" had no "Breakdown" taken place.
- (2) Divide the result in Paragraph (1) by the number of days the business would have been open during the "Period of Restoration". The result is the daily value.

(3) Multiply the daily value in Paragraph (2) by the number of days shown in the Declarations. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

d. Percentage Of Loss Deductible

If a deductible is expressed as a percentage of loss in the Declarations, we will not be liable for the indicated percentage of gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

e. Minimum Or Maximum Deductibles

(1) If:

- (a) A minimum dollar amount deductible is shown in the Declarations; and
- (b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the Declarations will be the applicable deductible.

(2) If:

- (a) A maximum dollar amount deductible is shown in the Declarations; and
- (b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the Declarations will be the applicable deductible.

E. Equipment Breakdown Protection Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Loss Conditions

a. Abandonment

There can be no abandonment of any property to us.

b. Appraisal

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

Each party will:

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

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

c. Defense

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

d. Duties In The Event Of Loss Or Damage

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

- (a) Give us a prompt notice of the loss or damage. Include a description of the property involved.
- (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (c) Allow us a reasonable time and opportunity to examine the property and premises before repairs are undertaken or physical evidence of the "Breakdown" is removed. But you must take whatever measures are necessary to protect the property and premises from further damage.
- (d) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

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

- (e) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (f) Cooperate with us in the investigation or settlement of the claim.
- (2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- e. **Insurance Under Two Or More Coverages**
If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- f. **Legal Action Against Us**
No one may bring a legal action against us under this Coverage Part unless:
- (1) There has been full compliance with all the terms of this Coverage Part; and
 - (2) The action is brought within 2 years after the date of the "Breakdown"; or
 - (3) We agree in writing that you have an obligation to pay for damage to "Covered Property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into any action to determine your liability.
- g. **Loss Payable Clause**
- (1) We will pay you and the loss payee shown in the Declarations for loss due to a "Breakdown" to "Covered Equipment", as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.
 - (2) We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel we will mail you and the loss payee the same advance notice.
 - (3) If we make any payment to the loss payee, we will obtain their rights against any other party.
- h. **Other Insurance**
- (1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
 - (2) If there is other insurance covering the same loss or damage, other than that described in Paragraph (1), we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
- i. **Privilege To Adjust With Owner**
In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.
- j. **Reducing Your Loss**
As soon as possible after a "Breakdown" you must:
- (1) Resume business, partially or completely;
 - (2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
 - (3) Make use of every reasonable means to reduce or avert loss including:
 - (a) Working extra time or overtime at the premises or at another premises you own or acquire to carry on the same operations;
 - (b) Utilizing the property and/or services of other concerns;
 - (c) Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; or
 - (d) Salvaging the damaged "Covered Property".

k. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

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

This will not restrict your insurance.

l. Valuation

- (1) We will determine the value of "Covered Property" in the event of loss or damage as follows:
 - (a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is the less costly; or
 - (b) The cost actually and necessarily expended in repairing, rebuilding, or replacing on the same site or another site whichever is the less costly;

except we will not pay for such damaged property that is obsolete and useless to you.

- (2) If you elect or we require that the repair or replacement of the damaged "Covered Equipment" be done in a manner that:

- (a) Improves the environment;
- (b) Increases efficiency; or
- (c) Enhances safety;

while maintaining the existing function, then we will pay, subject to the limit of insurance, up to an additional 25% of the property damage amount for the "Covered Equipment" otherwise recoverable.

- (3) If:

- (a) Any damaged "Covered Property" is protected by an extended warranty, or maintenance or service contract; and
- (b) That warranty or contract becomes void or unusable due to a "Breakdown";

we will reimburse you for the unused costs of non-refundable, non-transferable warranties or contracts.

- (4) Unless we agree otherwise in writing, if you do not repair or replace the damaged property within 24 months following the date of the "Breakdown", then we will pay only the smaller of the:

- (a) Cost it would have taken to repair or replace; or
- (b) Actual cash value at the time of the "Breakdown".

- (5) If all of the following conditions are met, property held by you for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:

- (a) The property was manufactured by you;
- (b) The selling price of the property is more than the replacement cost of the property; and
- (c) You are unable to replace the property before its anticipated sale.

- (6) We will pay for loss to damaged "Data" or "Media" as follows:

- (a) Replacement cost for "Data" or "Media" that are mass produced and commercially available; and

- (b) The cost you actually spend to reproduce the records on blank material for all other "Data" or "Media" including the cost of gathering or assembling information for such reproduction.

However, we will not pay for "Data" or "Media" that we determine is not or cannot be replaced with "Data" or "Media" of like kind and quality or property of similar functional use.

- (7) We will determine the value of "Covered Property" under Spoilage Damage Coverage as follows:

- (a) For raw materials, the replacement cost;
- (b) For property in process, the replacement cost of the raw materials, the labor expended and the proper proportion of overhead charges; and
- (c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.

- (8) Any salvage value of property obtained for temporary repairs or use following a "Breakdown" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

- m. The following additional conditions apply to the Business interruption and Extra Expense Coverage:

- (1) Annual Reports

You must complete an Annual Report of Values Form approved by us upon request.

- (2) Adjustment Of Premium

Upon receipt of the annual reports of values you furnish us, we will determine the amount of premium we earned for the past year. If the amount determined is more than the premium we have already charged for this coverage, you must pay the difference. If the amount determined is less than the premium we originally charged, we will refund the difference. However, the amount we return will not exceed 75% of the premium we originally charged.

- (3) Coinsurance

This Coinsurance condition applies only if we did not receive your annual report of values form within three months of the due date as outlined in Paragraph (1).

- (a) We will not pay the full amount of any loss if:

- (i) The "Business interruption Actual Annual Value" at the time of loss is greater than the "Business interruption Estimated Annual Value" shown in your latest report; or
- (ii) Your report was received by us more than three months after the requested due date.

- (b) Instead we will determine the most we will pay using the following steps:

- (i) Divide the "Business interruption Estimated Annual Value" by the "Business interruption Actual Annual Value" at the time of the "Breakdown";
- (ii) Multiply the total amount of the covered loss of "Business interruption" by the figure determined in Step (i); and
- (iii) Subtract any applicable deductible from the amount determined in Step (ii).

We will pay the amount determined in Step (iii) or the Business interruption and Extra Expense limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

If coverage is provided for more than one premises, then this Coinsurance Condition applies separately to each premises.

- 2. General Conditions

- a. Additional Insured

If a person or organization is designated in this Coverage Part as an additional insured, we will consider them to be an insured under this Coverage Part to the extent of their interest.

- b. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Part.

c. Concealment, Misrepresentation Or Fraud

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

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

d. Liberalization

If we adopt any standard form revision for general use that would broaden coverage in this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the policy period.

e. Mortgageholder

- (1) The term - mortgageholder - includes trustee.
- (2) We will pay for direct damage to "Covered Property" due to a "Break-down" to "Covered Equipment" to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- (3) The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the "Covered Equipment".
- (4) If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (a) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (c) Has notified us of any change in ownership or material change in risk known to the mortgageholder.

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

(5) If we pay the mortgageholder for any loss and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (a) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (b) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

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

(6) If we cancel this policy, we will give written notice to the mortgageholder 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.

(7) If we do not renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(8) If we suspend coverage, it will also be suspended as respects the mortgageholder. We will give written notice of the suspension to the mortgageholder.

f. No Benefit To Bailee

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

g. Policy Period, Coverage Territory

Under this Coverage Part:

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

- (c) Canada.
 - h. Premium And Adjustments

You shall report to us 100% of the total insurable values at each premises every year as of the anniversary date.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of twelve months after the end of the respective policy year or after cancellation of this Coverage Part.
 - i. Suspension

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "Breakdown" to that "Covered Equipment". This can be done by delivering or mailing a written notice of suspension to:

 - (1) Your last known address; or
 - (2) The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your insurance, you will get a pro rata refund of premium for that "Covered Equipment". But the suspension will be effective even if we have not yet made or offered a refund.
3. Joint Or Disputed Loss Agreement
- a. This condition is intended to facilitate payment of insurance proceeds when:
 - (1) Both a commercial property policy and this equipment breakdown protection policy are in effect;
 - (2) Damage occurs to Covered Property that is insured by the commercial property policy and this equipment breakdown protection policy; and
 - (3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
 - b. This condition does not apply if:
 - (1) Both the commercial property insurer(s) and we do not admit to any liability; and
 - (2) Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.
 - c. The provisions of this condition apply only if all of the following requirements are met:
 - (1) The commercial property policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition;
 - (2) The damage to the Covered Property was caused by a loss for which:
 - (a) Both the commercial property insurer(s) and we admit to some liability for payment under the respective policies; or
 - (b) Either:
 - (i) The commercial property insurer(s) does not admit to any liability for payment, while we contend that:
 - i. All liability exists under the commercial property policy; or
 - ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy;
 - (ii) We do not admit to any liability for payment, while the commercial property insurer(s) contends that:
 - i. All liability exists under this equipment breakdown protection coverage policy; or
 - ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy; or
 - (iii) Both the commercial property insurer(s) and we:
 - i. Do not admit to any liability for payment; and

- ii. Contend that some or all liability exists under the other insurer's policy; and
 - (c) The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.
 - d. If the requirements listed in Paragraph c. above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:
 - (1) We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this equipment breakdown protection policy and one-half (1/2) the amount of the loss that is in disagreement.
 - (2) The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.
 - (3) Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs (1) and (2), do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
 - (4) The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent Loss Agreement(s) of the commercial property policy.
 - (5) The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
 - (6) Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.
 - e. Arbitration
 - (1) If the circumstances described in Paragraph c.(2)(a) exist and the commercial property insurer(s) and we agree to submit our differences to arbitration, the commercial property insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this condition.
 - (2) If any of the circumstances described in Paragraph c.(2)(b) exist, then the commercial property insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this condition.
 - (3) 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 commercial property insurer(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.
 - f. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which Liquidated Damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.
- F. Definitions
- 1. "Breakdown":
 - a. Means the following direct physical loss, that causes damage to "Covered Equipment" and necessitates its repair or replacement:
 - (1) Failure of pressure or vacuum equipment;
 - (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
 - (3) Electrical failure including arcing;
 unless such loss or damage is otherwise excluded within this Coverage Form.
 - b. Does not mean or include:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
 - (2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to "Covered Equipment";
 - (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (4) Damage to any vacuum tube, gas tube, or brush;
 - (5) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts;
 - (6) The functioning of any safety or protective device; or
 - (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
2. "Business interruption" means the:
- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
3. "Business interruption Actual Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll that would have been earned had the "Breakdown" not occurred.
4. "Business interruption Estimated Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll as estimated by you in the most recent business interruption annual value report on file with us.
5. "Computer Equipment" means:
- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
 - b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.
- It does not include "Data" or "Media".
6. "Covered Equipment":
- a. Means and includes any:
 - (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
 - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;
 - (3) Communication equipment, and "Computer Equipment"; and
 - (4) Equipment in Paragraphs (1), (2) and (3) that is owned by a public or private utility and used solely to supply utility services to your premises.

However, if Coverage A.2.e. Utility Interruption is provided, then Paragraph 6.a.(4) does not apply.

Except for Paragraph 6.a.(4), Utility Interruption and Contingent Business interruption And Extra Expense - Extra Expense Only Coverages, the "Covered Equipment" must be located at a premises described in the Declarations and be owned, leased, or operated under your control.
 - b. Does not mean or include any:
 - (1) "Media";
 - (2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
 - (3) Insulating or refractory material, but not excluding the glass lining of any "Covered Equipment";
 - (4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
 - (5) Catalyst;
 - (6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
 - (7) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment" including penstock, draft tube or well casing;
 - (8) Vehicle, aircraft, self-propelled equipment or floating vessel including any "Covered Equipment" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
 - (9) Dragline, excavation, or construction equipment including any "Covered Equipment" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

- (10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
 - (11) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any "Covered Equipment" that is mounted upon or used solely with any one or more machine(s) or apparatus unless Diagnostic Equipment is shown as INCLUDED in the Declarations; or
 - (12) Equipment or any part of such equipment manufactured by you for sale.
 - (13) Furnace, oven, stove, incinerator or kiln;
 - (14) Any object while being tested.
7. "Covered Property" means any property that:
 - a. You own; or
 - b. Is in your care, custody or control and for which you are legally liable.
 8. "Data" means:
 - a. Programmed and recorded material stored on "Media"; and
 - b. Programming records used for electronic data processing, or electronically controlled equipment.
 9. "Extra Expense" means the additional cost you incur to operate your business during the "Period of Restoration" over and above the cost that you normally would have incurred to operate the business during the same period had no "Breakdown" occurred.
 10. "Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
 11. "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.
 12. "Media" means electronic data processing or storage media such as films, tapes, discs, drums or cells.
 13. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown".
 14. "Period of Restoration" means the period of time that:
 - a. Begins at the time of the "Breakdown" or 24 hours before we receive notice of "Breakdown" whichever is later; and
 - b. Ends 5 consecutive days after the date when the damaged property at the premises described in the Declarations is repaired or replaced with reasonable speed and similar quality.
 15. "Stock" means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER & MACHINERY COVERAGE

The following words and phrases as utilized in any form or endorsement of the BOILER & MACHINERY COVERAGE PART of this Coverage Document shall have the meaning attributed below:

| <u>Printed Words or Phrases</u> | <u>Substituted Words or Phrases</u> |
|---------------------------------|-------------------------------------|
| Policy | Coverage Document |
| Insurance | Coverage |
| Company | Pool |
| Insured (noun) | Covered Person |
| Insured (verb) | Covered |
| Insure | Cover |
| Named Insured | Named Member |
| Premium(s) | Contribution(s) |

ENDORSEMENT NO. 3

Rev 07/20

COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)

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

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

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

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.o. or E.1.p., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.j.:

1. Employee Theft/Public Employees Dishonesty (Form O)

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration (Form B)

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent;
- or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Theft, Disappearance and Destruction - Inside The Premises – Theft Of Money And Securities (Form C)

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":
 - (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or
 - (2) Resulting directly from disappearance or destruction.
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

- a. Loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Theft, Disappearance, and Destruction Outside The Premises (Form C)

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer And Funds Transfer Fraud (Form F)

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
 - (a) Entry of "electronic data" or "computer program" into; or
 - (b) Change of "electronic data" or "computer program" within;
any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **6.a.(1)(a)** and **6.a.(1)(b)**:
 - (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (ii) Your account at a "financial institution" to be debited or deleted.
- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.

- b. As used in Paragraph **6.a.(1)**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money (Form R)

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This Policy does not cover:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";
whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this Policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.**

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this Policy including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Policy; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Policy.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2.**

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. War And Military Action

Loss or damage resulting from:

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

2. Insuring Agreement **A.1.** does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements **A.3.**, **A.4.** and **A.5.** do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

- (a) On the basis of unauthorized instructions; or
- (b) As a result of a threat including, but not limited to:
 - (i) A threat to do bodily harm to any person;
 - (ii) A threat to do damage to any property;
 - (iii) A threat to introduce a denial of service attack into any "computer system";
 - (iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";
 - (v) A threat to contaminate, pollute or render substandard your products or goods; or
 - (vi) A threat to disseminate, divulge or utilize:
 - i. Your confidential information;
 - ii. Confidential or personal information of another person or organization; or
 - iii. Weaknesses in the source code within any "computer system".

(2) But, this exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.6. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.6.b.**

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or
- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.6.a.(2)** or **A.6.b.**

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this Policy is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this Policy. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Of Policy

- (1) The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- (2) We may cancel this Policy by mailing or delivering to the first Named Insured 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) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (5) If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

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

d. Concealment, Misrepresentation Or Fraud

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- (1) This Policy;
- (2) The property covered under this Policy;
- (3) Your interest in the property covered under this Policy; or
- (4) A claim under this Policy.

e. Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this Policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this Policy shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

f. Cooperation

You must cooperate with us in all matters pertaining to this Policy as stated in its terms and conditions.

g. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

h. Employee Benefit Plans

The "employee benefit plans" (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**, subject to the following:

- (1) If any Plan is insured jointly with any other entity under this Policy, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.
- (2) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (3) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

(4) If two or more Plans are insured under this Policy, any payment we make for loss:

- (a) Sustained by two or more Plans; or
- (b) Of commingled "money", "securities" or "other property" of two or more Plans;

resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

(5) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

i. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period shown in the Declarations and up to three years afterward.

j. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this Policy, which is "discovered" by you:

- (1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

k. Inspections And Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.

(2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (a) Are safe or healthful; or
- (b) Comply with laws, regulations, codes or standards.

(3) Paragraphs **k.(1)** and **k.(2)** apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

l. Joint Insured

(1) 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 Policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every Insured.

(3) An "employee" of any Insured is considered to be an "employee" of every Insured.

(4) If this Policy or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:

- (a) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(b) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that Plan, shall fully release us on account of such loss.

m. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this Policy;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

n. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this Policy.

o. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Policy And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this Policy became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this policy period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This Policy became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this Policy had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under Paragraphs o.(1) and o.(2):

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this Policy or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this Policy. If no loss was sustained under this Policy, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this Policy, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4) The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B, \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
- (b) The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

Example Number 2

The Insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B, \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.
- (b) The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit - \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

Example Number 3

The Insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

Policy A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

Policy C

Issued prior to Policy B. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Policy D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000; under Policy B, \$250,000; under Policy C, \$600,000; and under Policy D, \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
- (b) The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- (c) The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- (d) We will not make any further payment under Policy **D**, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

p. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this Policy, provided:
 - (a) This Policy became effective at the time of cancellation of the prior insurance; and
 - (b) The loss would have been covered under this Policy had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this condition:
 - (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this Policy or was written under the prior cancelled insurance.

- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.

(3) The insurance provided under this condition is subject to the following:

- (a) If loss covered under this condition is also partially covered under Condition **E.1.o.**, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition **E.1.o.**
- (b) For loss covered under this condition that is not subject to Paragraph **p.(3)(a)**, the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this Policy and is limited to the lesser of the amount recoverable under:
 - (i) This Policy as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

q. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this Policy, our obligations are limited as follows:

(1) Primary Insurance

When this Policy is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this Policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this Policy.

(2) Excess Insurance

(a) When this Policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this Policy.

(b) However, if loss covered under this Policy is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

r. Ownership Of Property; Interests Covered

The property covered under this Policy is limited to property:

- (1) That you own or lease;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this Policy must be presented by you.

s. Premiums

The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

t. Records

You must keep records of all property covered under this Policy so we can verify the amount of any loss.

u. Recoveries

(1) Any recoveries, whether effected before or after any payment under this Policy, whether made by us or by you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this Policy;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this Policy.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

v. Territory

This Policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

w. Transfer Of Your Rights And Duties Under This Policy

- (1) Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
- (2) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

x. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

y. Valuation – Settlement

The value of any loss for purposes of coverage under this Policy shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your 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 published in The Wall Street Journal on the day the loss was "discovered".

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii) Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

- (a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;

- (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **y.(3)(a)**:
- (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.
- If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- (c) We will, at your option, pay for loss or damage to such property:
- (i) In the "money" of the country in which the loss or damage was sustained; or
 - (ii) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
 - (a) You; or
 - (b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";
- learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition **E.1.v.** for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.v.** does not apply to Insuring Agreement **A.2.**

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.v.** does not apply to Insuring Agreement **A.6.**

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
2. "Computer system" means:
 - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
 - b. Systems and applications software; and
 - c. Related communications networks; by which "electronic data" is collected, transmitted, processed, stored or retrieved.
3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.

4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this Policy.

6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee":

a. Means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee", as defined in Paragraph 7.a.(1), who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph 7.a.(2);

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or

(b) Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";

(5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;

(6) Any natural person who is a guest student or intern pursuing studies or duties;

(7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and

(8) Any natural person who is your "manager", director or trustee while:

(a) Performing acts within the scope of the usual duties of an "employee"; or

(b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 7.a.

8. "Employee benefit plan" means any welfare or pension benefit plan that you sponsor.

9. "Financial institution" means:
- a. With regard to Insuring Agreement **A.3.:**
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2) An insurance company.
 - b. With regard to Insuring Agreement **A.6.:**
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.
10. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution".
11. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
12. "Fraudulent instruction" means:
- a. With regard to Insuring Agreement **A.6.a.(2):**
 - (1) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent.
 - (2) A written instruction (other than those covered under Insuring Agreement **A.2.**) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - (3) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic or written instruction initially received by you, which instruction purports to have been issued by an "employee", but which in fact was fraudulently issued by someone else without your or the "employee's" knowledge or consent.
- b. With regard to Insuring Agreement **A.6.b.:**
A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
13. "Manager" means a natural person serving in a directorial capacity for a limited liability company.
14. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".
15. "Messenger" means you, or your relative, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
16. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
 - b. Traveler's checks and money orders held for sale to the public; and
 - c. In addition, includes:
 - (1) Under Insuring Agreements **A.1.** and **A.2.**, deposits in your account at any financial institution; and
 - (2) Under Insuring Agreement **A.6.**, deposits in your account at a "financial institution" as defined in Paragraph **F.9.b.**
17. "Occurrence" means:
- a. Under Insuring Agreement **A.1.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

- committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.o.** or **E.1.p.**
- b.** Under Insuring Agreement **A.2.:**
- (1)** An individual act;
 - (2)** The combined total of all separate acts whether or not related; or
 - (3)** A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.o.** or **E.1.p.**
- c.** Under all other Insuring Agreements:
- (1)** An individual act or event;
 - (2)** The combined total of all separate acts or events whether or not related; or
 - (3)** A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.o.** or **E.1.p.**
- 18.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this Policy.
 - 19.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
 - 20.** "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a.** Caused or threatened to cause that person bodily harm; or
 - b.** Committed an obviously unlawful act witnessed by that person.
 - 21.** "Safe burglary" means the unlawful taking of:
 - a.** Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b.** A safe or vault from inside the "premises".
 - 22.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
 - 23.** "Theft" means the unlawful taking of property to the deprivation of the Insured.
 - 24.** "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
 - a.** By means of computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
 - b.** By means of written instructions (other than those covered under Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
 - 25.** "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

A. Paragraph (5) of the Cancellation Of Policy Condition is replaced by the following:

- (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
- (a) We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (i) At our request;
 - (ii) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (iii) And rewritten by us or a member of our company group; or
 - (iv) After the first year, if it is a prepaid policy written for a term of more than one year.

- (b) When this policy is cancelled at your request (except when Paragraph (5)(a)(ii), (5)(a)(iii) or (5)(a)(iv) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a. 10 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 30 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

The definition of "employee" is amended to include any noncompensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

1. The following is added to the **Employee Theft** Insuring Agreement:
We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by your constitution and bylaws or resolution of your governing body, including inability to faithfully perform those duties because of a criminal act committed by a person other than an "employee".
2. The following exclusion is added to Section **D.2. Exclusions:**
Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
3. The coverage provided by this endorsement does not apply to any "employee benefit plan(s)" covered under the Employee Theft Insuring Agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME COVERAGE

The following words and phrases as utilized in any form or endorsement of the CRIME COVERAGE PART of this Coverage Document shall have the meaning attributed below:

| <u>Printed Words or Phrases</u> | <u>Substituted Words or Phrases</u> |
|---------------------------------|-------------------------------------|
| Policy | Coverage Document |
| Insurance | Coverage |
| Company | Pool |
| Insured (noun) | Covered Person |
| Insured (verb) | Covered |
| Insure | Cover |
| Named Insured | Named Member |
| Premium(s) | Contribution(s) |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

COVERAGE PARTS AFFECTED
CR 00 23 07 17

POLICY CHANGE NUMBER
1

CHANGES

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

PROVISIONS

“Employee” also includes Constitutional Officers of the Named Insured, including treasurers.

ALL OTHER TERMS AND CONDITIONS APPLY



P.O. Box 3239, Glen Allen, VA 23058
1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

CYBER LIABILITY COVERAGE
INFORMATION SECURITY & PRIVACY DECLARATIONS
AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW

THE COVERAGE PROVIDED IN THIS POLICY IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS MADE DURING THE POLICY PERIOD. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Policy Number: P-2023-2024-VRSA-0497-1

Member Type: School

Item 1: Named Member: York County Public Schools

302 Dare Road
Yorktown, Virginia 23692

Item 2: Coverage Period: 7/1/2023 to 7/1/2024

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

Item 3:

| Coverages Purchased | Limit of Liability |
|--|---------------------------|
| Each Claim Limit: | \$1,000,000 |
| Per Named Insured Aggregate Limit: | \$1,000,000 |
| Aggregate Limit for All Members Combined: | \$15,000,000 |
| a) Third Party Liability | |
| Privacy and Cyber Security (Tech/Professional/Media) | \$1,000,000 |
| Business Interruption and Extra Expense | 1,000,000.00 |
| Data Recovery | \$1,000,000 |

| | |
|---------------------------------------|-------------|
| Extortion/Ransomware | \$1,000,000 |
| Fraudulent Instruction/Funds Transfer | \$100,000 |
| b) Data Breach and Crisis Management | \$1,000,000 |
| c) Consequential Reputational Loss | \$1,000,000 |
| Public Relations Limit: | \$50,000 |

Item 4: Deductible: \$5,000

Item 5: Premium/Contribution shown is payable at inception: \$13,202*

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Item 6: Retroactive Date: 7/1/2021

Item 7: Notification under this Policy:

- A. Tracey Dunlap
Director of Property & Liability Claims
1-800-963-6800 *7263
tdunlap@vrsa.us
- B. Cathie Moreland-Hasty
Director of Underwriting
PO Box 3239, Glen Allen VA 23058
1-800-963-6800 *7320
chasty@vrsa.us

Item 8: Service of Suit: Tracey Dunlap; see Item 7A

Item 9: Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Cystal B. Griffin

_____ 8/7/2023 _____
Authorized Signature Date

Cyber Risk Coverage

Information Security & Privacy Insurance

POLICY FORM

SECTION I.A. OF THIS POLICY IS A THIRD PARTY LIABILITY COVERAGE SECTION AND APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN ACCORDANCE WITH THE POLICY. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW THE POLICY CAREFULLY.

Words and phrases in blue are defined in Section IV. [Definitions](#).

In consideration of the premium paid by the [Named Insured](#), in reliance upon the [application](#), and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the [Insurer](#) and the [Insured](#) agree, with respect to the Insuring Agreements purchased, as stated on the Declarations page, as follows:

I. Insuring Agreements

A. Third Party Liability Coverages

The [Insurer](#) will pay on behalf of an [Insured claim expenses](#) and [damages](#) in excess of the applicable deductible that the [Insured](#) is legally obligated to pay as the result of a [claim](#) first made against the [Insured](#) during the [policy period](#) or Extended Reporting Period (if applicable) alleging a:

1. Technology Products and Services [technology wrongful act](#);
2. Professional Services [professional services wrongful act](#);
3. Media [media wrongful act](#);
4. Privacy and Cyber Security [privacy and security wrongful act](#),

committed by the [Insured](#), a [rogue employee](#), an [outsourced provider](#), or by a third party for whose [third party wrongful act](#) an [Insured](#) is legally responsible.

5. Privacy Regulatory Defense, Awards and Fines

The [Insurer](#) will pay on behalf of an [Insured claim expenses](#) and [regulatory damages](#) in excess of the applicable deductible that the [Insured](#) is legally obligated to pay as the result of a [privacy regulatory action](#) first made against the [Insured](#) during the [policy period](#) or Extended Reporting

Period (if applicable) alleging a [privacy and security wrongful act](#) committed by the [Insured](#), a [rogue employee](#), an [outsourced provider](#), or by a third party for whose [privacy and security wrongful act](#) the [Insured](#) is legally responsible.

6. Business Interruption and Extra Expenses

The [Insurer](#) will pay or reimburse the [Insured](#) for:

- (a) [loss of business income](#) after the [waiting period](#); and
- (b) [extra expenses](#) in excess of the applicable deductible,

during the [period of restoration](#) that the [Insured](#) incurs resulting from a [cyber security breach](#) directly causing a total or partial interruption or deterioration in the [Insured's](#) business operations.

7. Data Recovery

The [Insurer](#) will pay or reimburse the [Insured](#) for [data recovery expenses](#) in excess of the applicable deductible that the [Insured](#) incurs directly resulting from a [cyber security breach](#).

8. Cyber-Extortion and Ransomware

The [Insurer](#) will pay or reimburse the [Insured](#) for [cyber-extortion expenses](#) in excess of the applicable deductible that the [Insured](#) incurs directly resulting from and in response to a [cyber-extortion threat](#).

9. Fraudulent Instruction

The [Insurer](#) will pay or reimburse the [Insured](#) for Fraudulent Instruction loss in excess of the applicable deductible that the [Insured](#) incurs directly resulting from and [Fraudulent Instruction](#). The amount the [Insured](#) will pay is limited to \$50,000 or the limit noted on the Cyber Declarations Page. This limit is the maximum amount available for [Fraudulent Instruction](#) claims in this policy period regardless of the number of claims or incidences in any one policy period.

10. Funds Transfer Fraud

The [Insurer](#) will pay or reimburse the loss of resulting from [funds transfer fraud](#). The amount the [Insured](#) will pay is limited to \$50,000 or the limit noted on the Cyber Declarations Page. This limit is the maximum amount available for [Funds Transfer Fraud](#) claims in this policy year regardless of the number of claims or incidences in any one policy period.

B. Data Breach Response and Crisis Management Coverage

The [Insurer](#) will pay or reimburse the [Insured](#) for [data breach response and crisis management costs](#) in excess of the applicable deductible that the [Insured](#) incurs for a continuous eighteen (18) month period resulting from a [data breach](#) or [cyber security breach](#). The payment period begins when the [data breach](#) or [cyber security breach](#) is reported to the [Insurer](#) in accordance with Section VI. Notice.

C. Application of Coverage

1. The coverage provided under Insuring Agreements I.A. Third Party Liability Coverages shall apply if and only if:
 - (a) the first [third party wrongful act](#) or [related matter](#) occurs on or after the [retroactive date](#), as stated in Item 3. on the Declarations Page, and prior to the Policy expiration date, as stated in Item 2. on the Declarations page;
 - (b) prior to the effective date of the Policy, as stated in Item 2. on the Declarations Page, or that of the first policy issued and continuously renewed by the [Insurer](#), of which this Policy is a renewal, no [executive officer](#) knew or could have reasonably foreseen that such [third party wrongful act](#) or [related matter](#) did or likely would result in a [claim](#);

- (c) the **claim** is reported in accordance with Section VI. Notice; and
 - (d) notice of such **third party wrongful act** or **related matter** alleged or contained in any **claim** or in any circumstance has not been provided by the **Insured** and accepted by the applicable insurer under any prior policy of which this Policy is a renewal or replacement, or any subsequent policy, irrespective of whether such prior or subsequent policy was issued by the **Insurer** or any other entity.
2. The coverage provided under Insuring Agreement I.B. First Party Coverages and Insuring Agreement I.C. Data Breach Response and Crisis Management Coverage shall apply if and only if:
- (a) an **executive officer** first discovers and/or becomes aware of such **first party incident** or **related matter** during the **policy period**;
 - (b) the **first party incident** is reported in accordance with VI. Notice; and
 - (c) notice of such **first party incident** or **related matter** has not been provided by an **Insured** and accepted by the applicable insurer under any prior policy of which this Policy is a renewal or replacement, or any subsequent policy, irrespective of whether such prior or subsequent policy was issued by the **Insurer** or any other entity.

II. Defense and Settlement

A. Defense

The **Insurer** has the right and duty to defend any **claim** under insuring agreement I.A. Third Party Liability Coverages made against an **Insured** even if the allegations in the **claim** are groundless, false or fraudulent. The **Insurer** will select and appoint defense counsel.

B. Settlement

The **Insurer** has the right with the prior written consent of the **Insured**, such consent not to be unreasonably withheld, to settle a **claim**. If the **Insured refuses** to consent to any such settlement recommended by the **Insurer** and agreed to by the claimant, then the **Insurer's** duty to defend ends and the **Insurer's** limit of liability for such **claim** will not exceed the amount for which the **Insurer** could have settled such **claim** had the **Insured** consented to settlement, plus **claim expenses** incurred up to the time the **Insurer** made its settlement recommendation, plus an additional seventy percent (70%) of **claim expenses** and **damages** incurred by an **Insured** after the **Insurer** had made its settlement recommendation. All such payments by the **Insurer** are subject to Section III. Limit of Liability and Deductible.

III. Limit of Liability and Deductible

A. Limit of Liability Option

The **Insurer's** maximum liability for **loss** under all Insuring Agreements combined, regardless of the number of **claims**, or individuals or entities making **claims**. Upon exhaustion of such limit of liability, the **Insurer** will not be liable to pay any further **loss** with respect to this Policy.

- (a) If a **sublimit** with respect to an Insuring Agreement is stated in Item 3. on the Declarations Page, then such **sublimit** will be the **Insurer's** maximum liability for **loss** with respect to such Insuring Agreement. Upon exhaustion of such **sublimit**, the **Insurer** will not be liable to pay any further **loss** with respect to the coverage provided by the subject Insuring Agreement. Each **sublimit** will be part of, and not in addition to, this Policy's Combined Policy Aggregate Limit of Liability and will in no way serve to increase or supplement such limit of liability. All payments made under a **sublimit** will reduce such limit of liability.

- (b) Data Breach Response and Crisis Management Aggregate Limit, as stated in Item 3. on the Declarations Page, is the Insurer's maximum liability for all data breach response and crisis management costs for Data Breach Response and Crisis Management Coverage, regardless of the number of data breaches.

1. Exhaustion of Limit

- (a) Upon exhaustion of the:
 - 1. Combined Policy Aggregate Limit of Liability under the Combined Limits option; or
 - 2. Third Party and First Party Aggregate Limit of Liability under the Separate Limits option; and
 - 3. Data Breach Response and Crisis Management Aggregate Limit of Liability under the Separate Limits option; or
- (b) after the Insurer has deposited or escrowed any amounts remaining in the Policy's applicable aggregate limit of liability with a court of competent jurisdiction, the Insurer will not be liable to pay for any further loss under the Policy.

The coverage provided under this policy is subject to an annual aggregate (Per Named Insured Aggregate) and a pool wide maximum annual aggregate limit (Aggregate Limit for all Members Combined) as stated in Item 3. on Declarations Page.

B. Deductibles

1. Combined Limits

- (a) The Insurer is liable only for that portion of damages, claim expenses, regulatory damages, and first party costs (not including loss of business income) in excess of the applicable Insuring Agreement's deductible amount, as stated in Item 3. on the Declarations page. If more than a single deductible applies to a claim and/or first party incident, then the Insured is responsible for paying the highest applicable deductible. The deductible will be borne entirely by the Insured alone and not by the Insurer.
- (b) Solely with respect to insuring agreement I.B.1.(a) Business Interruption and Extra Expenses, the Insurer is liable only for loss of business income in excess of the waiting period.

2. Separate Limits

- (a) The Insurer is liable only for that portion of damages, claim expenses, regulatory damages, extra expenses, data recovery expenses and cyber-extortion expenses that is in excess of the applicable Insuring Agreement's deductible amount, as stated in Item 3. on the Declarations page. If more than a single deductible applies to a claim and/or first party incident, then the Insured is responsible for paying the highest applicable deductible. The deductible will be borne entirely by the Insured alone and not by the Insurer.
- (b) With respect to insuring agreement I.C. Data Breach Response and Crisis Management Coverage a separate deductible will apply and the Insurer is liable only for that portion of any data breach response and crisis management costs directly resulting from a data breach or cyber security breach.
- (c) Solely with respect to insuring agreement I.B.1.(a) Business Interruption and Extra Expenses, the Insurer is liable only for loss of business income in excess of the waiting period.

C. Related Matters and Related Losses

1. Related Third Party Wrongful Acts

A **claim** resulting from a **related matter** will be treated as a single **claim** first made against the **Insured** at the time the first such **related matter** occurred, irrespective of whether such **related matter** occurred prior to or during the **policy period**, and irrespective of the number of **related matters**, and the identity or number of **Insureds** involved.

2. Related First Party Incidents

(a) A **related matter** involving a **first party incident** (other than a **cyber-extortion threat**) will be considered a single **first party incident** which shall be deemed to have been discovered on the date on which the earliest such **first party incident** was discovered by an **executive officer**.

(b) All **related matters** involving **cyber-extortion threats** will be considered a single **cyber-extortion threat** first occurring on the date the first such **cyber-extortion threat** occurred.

3. Related Loss

All **loss** will be considered a single **loss** occurring at the time the first **related matter** giving rise to such **loss** first occurred or was first discovered, irrespective of the number of **related losses**, and the identity or number of **Insureds** involved.

IV. Definitions

A. Application

The signed application, information, statements, representations, attachments, exhibits, and other material submitted to the **Insurer** in connection with the underwriting of this Policy.

B. Breach Response Providers

The **Insurer's** pre-approved panel of breach response vendors.

C. Claim

1. A written demand for monetary damages, services, or injunctive or other non-monetary relief;
2. A civil proceeding for monetary damages, services, or injunctive or other non-monetary relief that is commenced by service of a complaint or similar pleading, including any appeal thereof;
3. A mandatory arbitration or other mandatory alternative dispute resolution proceeding for monetary damages, services, or injunctive or other non-monetary relief commenced by a written demand, including any appeal thereof, or a non-mandatory arbitration or other non-mandatory alternative dispute resolution proceeding to which the **Insurer** has consented in writing;
4. Solely with respect to insuring agreement I.A.5. Privacy Regulatory Defense, Awards and Fines, a **privacy regulatory action**; or
5. A request to toll or waive any applicable statute of limitations.

D. Claim Expenses

1. Reasonable and necessary fees for the defense of a **claim** defended by an attorney in accordance with Section II. Defense and Settlement, as well as other reasonable and necessary fees, costs and expenses that result from the investigation, adjustment, negotiation, arbitration, defense or appeal of a **claim**; and
2. Premiums on appeal bonds, attachment bonds or similar bonds. Provided, however, the **Insurer** is not obligated to apply for or furnish any such bond.

E. Confidential Business Information

Third party information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of an **Insured** or **outsourced provider**, including a trade secret, formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known or readily ascertainable through appropriate means by other persons and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

F. Consumer Redress Amount

That sum of money that the **Insured** is legally obligated to deposit in a fund for the payment of consumer claims as the result of a **privacy regulatory action**.

G. Coverage Sections

Insuring agreements: I.A. Third Party Liability Coverages, I.B. First Party Coverages, and I.C. Data Breach Response and Crisis Management Coverage.

H. Cyber-extortion Expenses

1. Reasonable and necessary money, digital currency, property, or other consideration surrendered as payment by or on behalf of the **Insured Company**, to which the **Insurer** has consented, such consent not to be unreasonably withheld, in order to prevent, limit or respond to a **cyber-extortion threat**; and
2. Reasonable and necessary costs charged by:
 - (a) **breach response providers**; or
 - (b) qualified third parties with the prior consent of the **Insurer**,
to conduct an investigation and advise the **Insured** how to respond to and resolve a **cyber-extortion threat**.

I. Cyber-extortion Threat

A threat made by a third party or **rogue employee** demanding payment in consideration for the elimination, mitigation or removal of the threat intended to:

1. Disrupt the **network** to impair business operations of the **Insured Company**;
2. Alter, damage, or destroy data stored on the **network**;
3. Use the **network** to generate and transmit malware to third parties;
4. Deface the **Insured Company's** website;
5. Access or release data, including **personally identifiable information**, **protected health information**; **confidential business information**, stored or previously stored on the **network**;
6. Refuse to return data stolen from the **network**; or
7. Prevent access to the **network** or data by using encryption and withholding the decryption key.

J. Cyber Security Breach

Any unauthorized: access to, use or misuse of, modification to the **network**, and/or denial of **network** resources by cyber-attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

K. Damages

Compensatory damages resulting from a judgment, award or settlement agreement, including pre-judgment and post-judgment interest, which the **Insured** becomes legally obligated to pay as a result of a **claim**, and punitive, exemplary damages, and multiple damages, if the insuring of such damages is permitted under the laws and public policy of the jurisdiction under which this Policy is construed, which the **Insured** becomes legally obligated to pay as a result of a **claim**. Enforceability of punitive, exemplary damages and multiple damages will be governed by the applicable law that most favors affirmative coverage for such damages.

Damages do not include:

1. The return of any fees paid to an **Insured** or the offset of any future fees to be charged by or owed to an **Insured**;
2. Lost investment income;
3. Costs incurred by an **Insured** to withdraw or recall **technology products**, including products that incorporate an **Insured's technology products**, **technology services**, or **professional services**;
4. Costs incurred by an **Insured** to correct, re-perform or complete any **technology services** or **professional services**;
5. Costs incurred by an **Insured** or by a third party at the direction of the **Insured** to remediate, repair, replace, restore, modify, update, upgrade, supplement, correct, or otherwise improve a **network** to a level of functionality beyond that which existed prior to a **cyber security breach**;
6. Civil or criminal fines or penalties or compliance violation remedies imposed on an **Insured**; provided, however, civil fines or penalties shall constitute damages under insuring agreement I.A.5. Privacy Regulatory Defense, Awards and Fines;
7. Liquidated damages in excess of an **Insured's** liability that otherwise results from a **third party wrongful act**;
8. The monetary value of an electronic fund transfer or transaction that is lost or diminished;
9. Any amounts incurred prior to the **Insured** providing notice of a **claim** pursuant to the terms of this Policy;
10. The value of non-monetary relief, including any amount attributable to or arising therefrom; or
11. Royalty or licensing fees or payments.

L. Data Breach

Any unauthorized access and acquisition of unencrypted and unredacted computerized data that compromises the security, confidentiality, and/or integrity of **personally identifiable information**, **protected health information**, or **confidential business information**.

M. Data Breach Reporting Requirement

Any provision in a law, statute or regulation, domestic or foreign, that requires the **Insured** to provide notification to affected persons of a suspected breach of such person's **personally identifiable information** or **protected health information**.

N. Data Breach Response and Crisis Management Costs

1. Reasonable and necessary costs charged by **breach response providers** to:
 - (a) determine the legal applicability of and actions necessary to respond to a **data breach reporting requirement**;

- (b) perform computer forensics to determine the existence, cause and scope of a [data breach](#) or [cyber security breach](#);
 - (c) notify individuals of a [data breach](#), either those who are required to be notified pursuant to a [data breach reporting requirement](#) or on a voluntary basis;
 - (d) operate a call center to manage [data breach](#) inquiries;
 - (e) provide credit or identity monitoring and identity protection and restoration services or any similar service for those individuals whose [personally identifiable information](#) was or may have been breached;
 - (f) provide medical identity restoration for those individuals whose [protected health information](#) was or may have been breached; or
 - (g) minimize reputational harm to the [Insured](#) by hiring a public relations or crisis communications firm;
2. Reasonable and necessary costs charged by any qualified provider that is not a [breach response provider](#) so long as the qualified provider:
 - (a) is pre-approved in writing by the [Insurer](#); or
 - (b) provides comparable services to those enumerated in 1.(a) through 1.(g) above and whose rate shall not exceed the rate the [Insurer](#) has pre-negotiated with the [breach response providers](#); and
 3. Costs charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

O. Data Recovery Expenses

Reasonable and necessary costs incurred by the [Insured Company](#) with the prior written consent of the [Insurer](#), such consent not to be unreasonably withheld, to:

1. Determine whether damaged or destroyed computer programs, software or electronic data can be replaced, recreated, restored or repaired; and
2. Replace, recreate, restore or repair such damaged or destroyed computer programs, software or electronic data residing on the [network](#) to substantially the form in which it existed immediately prior to a [cyber security breach](#).

P. Domestic Partner

Any spouse or any person qualifying as a domestic partner under federal, state, foreign, or other law (including common law), statute, or regulation, or under the [Insured Company's](#) employee benefit plan.

Q. Executive Officer

Any duly elected or appointed Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Privacy Officer, Chief Security Officer, Chief Information Security Officer, Chief Technology Officer, Risk Manager, General Counsel and in-house attorney designated to be in charge of litigation, or the functional equivalent of any of the foregoing, of the [Insured](#).

R. Extra Expenses

Reasonable and necessary expenses, including payroll, in excess of the [Insured's](#) normal operating expenses which are incurred to reduce or avoid [loss of business income](#) and/or restore business operations.

S. Financial Institution

A bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the [Insured](#) maintains a bank account.

T. First Party Costs

Any loss of business income, extra expenses, data recovery expenses, cyber-extortion expenses, and data breach response and crisis management costs.

First Party Costs do not include any amounts incurred prior to the Insured providing notice of the first party incident.

U. First Party Incident

A cyber security breach, cyber-extortion threat, or data breach.

V. Fraudulent Instruction

The transfer, payment or delivery of money or securities by an Insured as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an Insured through the misrepresentation of a material fact which is relied upon in good faith by such Insured.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person Insured, but had authorized access to the Insured's authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind
6. any legal costs or legal expenses; or
7. proving or establishing the existence of fraudulent instruction.
8. any violation of a contractual obligation, policy, or procedure of the Insured.

W. Funds Transfer Fraud

The loss of money or securities contained in a transfer account at a financial institution resulting from a fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a financial institution directing such institution to transfer, pay or deliver Money or Securities from any account maintained by the Insured at such institution, without the Insured's knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the Insured's financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person Insured;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from funds transfer fraud;
6. any legal costs or legal expenses; or proving or establishing the existence of funds transfer fraud;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the

information contained on such cards.

X. Insured

The Insured named on the policy; and

1. Any past or present employee, director, officer, member, principal, partner, trustee, leased, temporary, seasonal employee/worker and volunteer of the **Insured** acting in their capacity and in accordance with their authority as such;
2. Any independent contractor performing services for the **Insured** under a written contract but solely with respect to such independent contractor's duties on behalf and for the benefit of the **Insured**; and
3. With respect to insuring agreement I.A.3. Media, any person or entity that disseminates **matter** on behalf and for the benefit of an Insured where, prior to such dissemination, an Insured has agreed in writing to include such person or entity as an Insured under the Policy.
4. Any entity that an **Insured** is required by written contract to be insured under the Policy, but only for a **third party wrongful act** committed by the **Insured Company** or any persons under Definition IV.U. Insured paragraph 1. and Definition IV.U. Insured paragraph 2.;

Provided, however a **rogue employee** is not an Insured pursuant to this definition.

Y. Insured Company

The **Named Insured** and any **subsidiary**.

Z. Insurer

The insurance company stated on the Declarations Page.

AA. Loss

All **damages, claim expenses, regulatory damages, and first party costs**.

BB. Loss of Business Income

Net income (net profit or net loss before income taxes) that could have reasonably been earned or net loss that could have reasonably been avoided, including the costs of retaining a forensic accountant to determine such amount. Such forensic accountant will be selected by the **Insurer**.

A loss of business income calculation is based upon the amount of actual loss of business income the **Insured Company** sustains per hour during the **period of restoration**.

CC. Management Control

- a. Ownership interests representing more than fifty percent (50%) of the voting, appointment or designation power of a company for the selection of a majority of (i) the board of directors of a corporation, (ii) the management committee members of a joint venture or partnership, or (iii) the members of the management board of a limited liability company; or
- b. The right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to select, appoint or designate a majority of (i) the board of directors of a corporation, (ii) the management committee members of a joint venture or partnership, or (iii) the members of the management board of a limited liability company.

DD. Matter

The content of communication, including language, data, facts, fiction, music, photographs, images, artistic expression, or visual or graphical materials. Provided, however, matter does not include **technology products**

or products or services described, illustrated or displayed in matter.

EE. Media Wrongful Act

Any of the following resulting from the **Insured** acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, posting, producing, publishing, releasing, researching, recording, tweeting or uttering, **matter** through traditional and/or digital methods, including, cable television, radio, movie and music studios, public speaking, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs:

1. Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
2. Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan, trademark, trade dress, logo, trade name, service mark or service name;
3. Common law unfair competition or unfair trade practices alleged as a direct result of Definition IV.BB. Media Wrongful Act paragraph 1. and Definition IV.BB. Media Wrongful Act paragraph 2.;
4. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;
5. Infliction of emotional distress or mental anguish;
6. False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or
7. Plagiarism, piracy, or misappropriation of ideas under implied contract.

FF. Money

Medium of exchange in current use authorized or adopted by a domestic or foreign government as part of its currency.

GG. Named Insured

The entity stated in Item 1. on the Declarations Page.

HH. Computer Systems

Computers, any software residing on such computers and any associated devices or equipment either owned by or leased to the **Insured**; or with respect to coverage under the **cyber security breach and Liability** insuring agreements, operated by a third party pursuant to written contract with the Insured and used for the purpose of providing hosted computer application services to the **Insured** or for processing, maintaining, hosting or storing the Insured's electronic data.

II. Outsourced Provider

Any third party, including a cloud service provider, to which an **Insured** has contracted to provide a business process on behalf and for the benefit of an **Insured**.

JJ. Period of Restoration

1. Solely with respect to **loss of business income**, that period of time that begins at the end of the **waiting period** and continues until the **Insured's** operations are restored to the condition that existed immediately prior to the **cyber security breach**; and
2. Solely with respect to **extra expenses**, that period of time that begins after a **cyber security breach** has directly caused a total or partial interruption or deterioration in the **Insured's** business operations and continues until the **Insured Company's** operations are restored to the condition that existed immediately

prior to the [cyber security breach](#).

KK. Personally Identifiable Information

Information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of an [Insured](#) or [outsourced provider](#), that alone or in conjunction can be used to uniquely identify an individual.

LL. Policy Period

The period of time stated in Item 2. on the Declarations Page, beginning on the effective date and expiring on the date of termination, expiration or cancellation of this Policy, whichever is earliest.

MM. Pollutants

Any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances include but are not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, nuclear materials, nuclear waste, asbestos, including materials to be recycled, reconditioned, or reclaimed. Pollutants shall also mean any air emission, odor, waste water, oil or oil products, lead or lead products, latex infectious or medical waste, noise, dust, fibers, germs, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.

NN. Privacy and Security Wrongful Act

Any:

1. Loss, theft or failure to protect, or unauthorized acquisition of [personally identifiable information](#), [protected health information](#), or [confidential business information](#);
2. Violation of any law, statute or regulation governing the authenticity, availability, confidentiality, storage, control, disclosure, integrity, or use of [personally identifiable information](#) or [protected health information](#);
3. Violation of a [data breach reporting requirement](#);
4. Failure to reasonably implement privacy or security practices required by law or regulations;
5. Failure to prevent a [cyber security breach](#) that results in:
 - (a) the inability of an authorized user to gain access to the [network](#);
 - (b) the malicious addition, alteration, copy, destruction, deletion, disclosure, damage, removal or theft of data residing on the [network](#); or
 - (c) the transmission of malware from the [network](#) to third parties; or
6. Failure to comply with the [Insured Company's](#) privacy policy and/or privacy notice.

OO. Privacy Regulatory Action

A written request for information, civil investigative demand or civil proceeding brought by or on behalf of a governmental or regulatory authority.

PP. Privacy Regulatory Fine

A civil monetary fine or penalty imposed on an [Insured Company](#) by a governmental or regulatory authority.

QQ. Professional Services

The services stated in Item 5. on the Declarations Page.

RR. Professional Services Wrongful Act

1. Any of the following in rendering or failing to render **professional services**:
 - (a) act, error, omission, neglect, negligent misrepresentation, or breach of duty;
 - (b) injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials; or
 - (c) infringement of an intellectual property right except as otherwise excluded in Exclusion V.L. Patent and Exclusion V.M. Trade Secrets; or
2. Failure of **professional services** to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

SS. Protected Health Information

All protected and individually identifiable health information, whether printed or digital, encrypted or unencrypted, held or transmitted by an **Insured** or its business associate, as those terms are defined by HITECH, the Health Insurance Portability and Accountability Act of 1996 Privacy Rule or any amendment thereto, including the Health Information Technology for Economic and Clinical Health Act and final Omnibus Rule issued on January 17, 2013 or any equivalent foreign regulation.

TT. Regulatory Damages

Any **consumer redress amount** or **privacy regulatory fine**.

UU. Related Loss

A **loss** that results or arises from the same, similar, or continuous **claim** or **first party incident**.

VV. Related Matter

1. A **third party wrongful act** that is the same, similar or arises from a continuous nexus of facts, circumstances, acts, errors or omissions, whether or not such **third party wrongful act** is logically or causally related or connected; or
2. A **first party incident** that is the same, similar, or arises from a continuous nexus of facts or circumstances, whether or not such **first party incident** is logically or causally related or connected.

WW. Retroactive Date

The applicable date, if any, stated in Item 3. on the Declarations Page for each Insuring Agreement in Section I.A. Third Party Liability Coverages.

XX. Rogue Employee

An employee of the **Insured Company** who deliberately acts outside the course and scope of employment and whose intentional conduct results in a **claim** or **first party incident**; provided, however, rogue employee does not include an **executive officer**.

YY. Securities

Negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

ZZ. Sublimit

The applicable amount, if any, stated in Item 3. on the Declarations page for each Insuring Agreement within each [Coverage Section](#).

AAA. Subsidiary

1. Any entity over which the [Named Insured](#), directly or indirectly, has or had [management control](#) through or by way of one or more subsidiaries on or before the effective date of the [policy period](#);
2. Any entity in which the [Named Insured](#) acquires [management control](#) during the [policy period](#), either directly or indirectly, whose gross revenue does not exceed fifteen percent (15%) of the gross revenue of the [Insured Company](#); and
 - Any entity of which the [Named Insured](#) acquires [management control](#) during the [policy period](#), either directly or indirectly, whose gross revenue exceeds fifteen percent (15%) of the gross revenue of the [Insured Company](#):
 - (a) however, only for a period of sixty (60) days following the [Named Insured's](#) direct or indirect ability to exert [management control](#); and
 - (b) after such sixty (60) day period if and only if the [Named Insured](#): (1) provides the [Insurer](#) with full particulars of such entity; (2) agrees to remit any additional premium; (3) agrees to any amendments to the Policy relating to such entity and; (4) the [Insurer](#) agrees to add such entity as a subsidiary by a written agreement and/or endorsement to the Policy;

For purposes of this definition, revenue is measured by the most recent fiscal year prior to the effective date of the Policy.

Notwithstanding the foregoing, coverage afforded by this Policy will apply only to a [third party wrongful act](#) and a [first party incident](#) occurring on or after the effective date that the [Insured Company](#) has obtained [management control](#) of such subsidiary and prior to the time that such [Insured Company](#) ceased to have [management control](#) of such subsidiary unless: (1) The [Insurer](#) is notified in writing of such change in circumstances prior to the effective date thereof and agrees in writing to provide coverage for [third party wrongful acts](#) and [first party incidents](#) occurring on or after such effective date; and (2) The [Insured Company](#) accepts any special terms, conditions and exclusions and pays any additional premium charge required by the [Insurer](#).

BBB. Technology Wrongful Act

1. Any of the following in rendering or failing to render [technology services](#):
 - (a) act, error, omission, neglect, negligent misrepresentation or breach of duty;
 - (b) injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials;
 - (c) infringement of an intellectual property right except as otherwise excluded in Exclusion V.L. Patent and Exclusion V.M. Trade Secrets; or
2. Failure of [technology products](#) to perform the intended function or serve their intended purpose; or
3. Failure of [technology services](#) or [technology products](#) to meet any applicable legal or industry standard concerning quality, safety or fitness for a particular purpose.

CCC. Technology Products

Computer or telecommunications hardware or software products, components or peripherals or electronic products or components, including software updates, service packs and other maintenance releases provided for such products:

1. Created, designed, distributed, manufactured, or sold by or on behalf and for the benefit of an **Insured**; or
2. Leased or licensed by an **Insured** to third parties.

DDD. Technology Services

Any computer, cloud computing, information technology, telecommunication, electronic services and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design and Internet service.

EEE. Third Party Wrongful Act

A **technology wrongful act**, **professional services wrongful act**, **media wrongful act**, or **privacy and security wrongful act**.

FFF. Transfer Account

Account maintained by the Insured at a **financial institution** from which the Insured can initiate the transfer, payment or delivery of **money** or **securities**.

GGG. Waiting Period

The number of hours stated in Item 3. on the Declarations page that must elapse prior to commencement of the **period of restoration**.

V. Exclusions

The Policy does not apply to any **claim** or **first party incident** alleging, arising out of, based upon, or attributable to:

A. Deliberate Acts / Personal Profit

1. dishonest, intentional or knowing wrongful, fraudulent, criminal, or malicious acts, errors, or omissions or willful violations of law, including privacy laws or regulations, by an **Insured**, other than a **rogue employee**;
2. the gaining of any profit, remuneration, or financial or non-financial advantage to which the **Insured** is not entitled,

provided, however, the **Insurer** will provide the **Insured** with a defense of any otherwise covered **claim** and pay any otherwise covered **claim expenses** until there is a final, non-appealable judgment or adjudication in the underlying action or proceeding or a related declaratory judgment, as to such conduct, at which time the **Insured** shall reimburse the **Insurer** for all **claim expenses**. Notwithstanding the foregoing, criminal proceedings are not covered under the Policy regardless of the allegations made against an **Insured**.

For the purposes of determining the applicability of this exclusion, the knowledge or conduct of: (1) A natural person **Insured** will not be imputed to any other natural person **Insured**; and (2) An **executive officer** will be imputed to the **Insured Company**.

B. Bodily Injury and Property Damage

bodily injury, sickness, disease, emotional distress, mental injury, mental tension, mental anguish, pain and suffering, humiliation or shock sustained by any person, including death that results from any of these, or damage to or destruction of any tangible property, including **loss** of use thereof whether or not damaged or

destroyed; provided, however, this exclusion will not apply to any otherwise covered **claim** for emotional distress, mental injury, mental tension or mental anguish, pain and suffering, humiliation or shock that directly results from a **third party wrongful act**. For the purposes of this exclusion, “tangible property” shall not include electronic data.

C. Owned Entity

claims made against the **Insured** if, at the time the **third party wrongful act** giving rise to such **claim** was committed:

1. The **Insured** controlled, owned, operated or managed the claimant; or
2. The **Insured** was an owner, partner, director or officer of the claimant;

For the purpose of this exclusion, a ten percent (10%) or more owner of the voting stock of a publicly held corporation, or a forty percent (40%) or more owner of the voting stock of a privately held corporation shall be deemed to control, own, operate or manage any such corporation making such **claim**.

D. Insured v. Insured

claims made against an **Insured** and brought by, or on behalf of an **Insured** or parent company, successor or assignee of an **Insured**; provided, however this exclusion shall not apply to:

1. An **Insured** under Definition IV.U. Insured paragraph 4.; and
2. An otherwise covered **claim** made by any past or present officer, director, member, principal, partner, trustee, employee or leased worker or temporary employee of the **Insured Company**:
 - (a) when the **claim** is made outside of their capacity and pursuant to their authority as such; or
 - (b) against an **Insured** alleging a **privacy and security wrongful act**.

E. Employment Practices

employment practices; provided, however, this exclusion shall not apply to an otherwise covered **claim** under insuring agreement I.A.4. Privacy and Cyber Security.

F. ERISA

breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by ERISA (Employee Retirement Income Security Act of 1974) or any analogous federal, state or local statutory or common law; provided, however, this exclusion shall not apply to an otherwise covered **claim** under insuring agreement I.A.4. Privacy and Cyber Security.

G. Securities

the purchase, sale, or offer or solicitation of an offer to purchase, sell or solicit securities or any violation of a securities law, including the Securities Act of 1933, the Securities Exchange Act of 1934, and any regulation promulgated under or pursuant to the foregoing, or any federal, state or local laws analogous to the foregoing (including “Blue Sky” laws), whether such law is statutory, regulatory, or common law.

H. RICO

violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act, or “RICO”) and any regulation promulgated under or pursuant to the foregoing or any federal, state or local law analogous to the foregoing, whether such law is statutory, regulatory, or common law.

I. Antitrust and Unfair Competition

antitrust violations, restraint of trade, price fixing, or unfair competition, including, but not limited to violations of The Sherman Antitrust Act, The Clayton Act, The Federal Trade Commission Act, the Robinson-Patman Act as amended, or any federal, state or local laws analogous to the foregoing; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) under Insuring Agreement I.A.4. Privacy and Cyber Security or Insuring Agreement I.A.5. Privacy Regulatory Defense, Awards and Fines, or a [claim](#) under Definition IV.BB. Media Wrongful Act paragraph 3.

J. Consumer Protection and Deceptive Business Practices

1. unfair, deceptive or fraudulent business practices, including, but not limited to, violations consumer protection statutes and consumer fraud statutes; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) under Insuring Agreement I.A.4. Privacy and Cyber Security or Insuring Agreement I.A.5. Privacy Regulatory Defense, Awards and Fines; and
2. any action brought under the Fair Credit Reporting Act or other analogous federal, state or local statute, law, regulation or common law.

K. Unsolicited Communications

unsolicited communications by or on behalf of an [Insured](#) to actual or prospective customers of an [Insured](#) or any other third party, including actions brought under the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003 or other analogous federal, state or local statute, law, regulation or common law; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) directly resulting from a [cyber security breach](#) under insuring agreement I.A.4. Privacy and Cyber Security or any [loss of business income](#) otherwise covered under insuring agreement I.B.1. Business Interruption and Extra Expenses.

L. Patent

actual or alleged infringement, misappropriation, dilution, misuse or inducement to infringe, misappropriate, dilute or misuse any patent or patent right.

M. Trade Secrets

actual or alleged misappropriation of trade secrets; provided, however, this exclusion shall not apply to an otherwise covered [claim](#) directly resulting from a [cyber security breach](#) under insuring agreement I.A.4. Privacy and Cyber Security.

N. Pollution

actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of [pollutants](#) or testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any [pollutants](#).

O. Contractual

any obligation an [Insured](#) has underwritten contract; provided, however, this exclusion shall not apply to liability an [Insured](#) would have in the absence of a contract or an [Insured's](#):

1. breach of an exclusivity or confidentiality provision contained in a written agreement;
2. violation of an intellectual property right except a violation of a patent right;

3. negligent performance of [technology services](#) or [professional services](#) for a client or customer;
4. provision of [technology products](#) to a client or customer which contain a material defect; or
5. breach of the [Insured's](#) privacy policy and/or privacy notice.

P. Force Majeure

fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or act of God, however caused.

Q. War

invasion, acts of foreign enemies, hostilities (whether it be declared or not), civil war, rebellion, resolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

R. Infrastructure Failure

electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the [Insured](#), however caused, including any electrical power interruption, short-circuit, surge, brownout or blackout.

S. Governmental Orders

any court order or demand requiring the [Insured](#) to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to [personally identifiable information](#), [protected health information](#), or [confidential business information](#).

T. Over-Redemption

price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

U. Unauthorized Collection and Use

the unauthorized or unlawful collection, acquisition or use of [personally identifiable information](#) or [protected health information](#) by the [Insured](#); provided, however, this exclusion shall not apply to a [claim](#) directly resulting from the acts of a [rogue](#).

V. Unsupported Software

[Insured claim expenses](#) and [damages](#) based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving a failure of [computer systems](#) security where the software or hardware vendor's technical support has expired, been withdrawn, or is no longer available, or the software or hardware has reached end-of-life or end-of-support status.

VI. Notice

A. Notice of Circumstance

Solely with respect to Insuring Agreement I.A. Third Party Liability Coverages, if during the [policy period](#) or Extended Reporting Period (if applicable) as defined in Section VIII. Extended Reporting Period, an [Insured](#) first becomes aware of any circumstance that may reasonably be expected to be the basis of a [claim](#) being

made against an **Insured**, and if during the **policy period**, the **Insured** elects to provide the **Insurer** notice of such circumstance along with any **third party wrongful act**, and the reasons for anticipating such **claim**, with full particulars as to the dates, persons and entities involved, then any resulting **claim** which is subsequently made against an **Insured** and reported to the **Insurer** that arises out of such circumstance or **related matter** will be considered made at the time such notice of circumstance was provided. Notice of such circumstance should be reported to the **Insurer** as stated in Item 7. on the Declarations Page.

B. Notice of Claim and First Party Incident

As a condition precedent to the obligations of the **Insurer** under this Policy, the **Insured** must provide written notice to the **Insurer** as soon as reasonably practicable, but in no event, later than the end of the **policy period** or any applicable Extended Reporting Period of a:

1. **claim** first made against an **Insured** after an **executive officer** becomes aware of such **claim**; and
2. **first party incident** after an **executive officer** first discovers and/or becomes aware of such **first party incident**.

C. Notice to Whom

Notice of a **claim** and/or **first party incident** must be provided to the **Insurer** as stated in Item 7. on the Declarations Page or through the VRSA Breach Hotline.

D. When a Claim is Deemed Made

A **claim** will be deemed made pursuant to Definition IV.C. Claim paragraph 1. and Definition IV.C. Claim paragraph 3., on the earliest date an **executive officer** notice of the circumstance, incident or event giving rise to loss.

E. Insured's Claim and First Party Incident Obligations

1. In connection with a:
 - (a) **claim**, the **Insured** will, as a condition precedent to the obligations of the **Insurer** under the Policy, provide the **Insurer** with all information that the **Insurer** reasonably requires, including full particulars as to the dates, persons and entities involved in the **claim** and the manner in which the **Insured** first became aware of the **claim**;
 - (b) **first party incident**, the **Insured** will, as a condition precedent to the obligations of the **Insurer** under the Policy, provide the **Insurer** with all information that the **Insurer** reasonably requires, including full particulars as to the dates, persons and entities involved in the **first party incident** and the manner in which the **Insured** first became aware of the **first party incident**. Additionally, as a condition precedent to the obligations of the **Insurer** under the Policy, the **Insured Company** will provide the **Insurer** proof of **loss** with full particulars within three (3) months: after the first discovery by an **executive officer** of the **first party incident** (other than a **cyber-extortion threat**); or first occurrence of the **cyber-extortion threat**.

F. Assistance and Cooperation

1. The **Insured** will reasonably cooperate with the **Insurer** and upon request of the **Insurer**:
 - (a) assist the **Insurer** in the investigation of any **third party wrongful act** and **first party incident**;
 - (b) attend hearings, depositions and trials;
 - (c) assist the **Insurer** in defending and effecting settlements of **claims**;
 - (d) secure and provide evidence which includes, but is not limited to, obtaining the attendance of witnesses;

- (e) allow the **Insurer** to participate in the handling and management of any suit or proceeding;
 - (f) assist the **Insurer** in enforcing any right, contribution or indemnity against a third party which may be liable to the **Insured**; and
 - (g) allow a computer forensics expert access to systems, files and information.
2. The **Insured** will take all reasonable steps to limit, avoid, mitigate, and prevent any **loss** or any other amounts covered under the Policy and to assist in the defense of all legal actions brought against the **Insured**. The **Insured** will do nothing which in any way increases the **Insurer's** exposure under the Policy or in any way prejudices the **Insurer's** potential or actual rights of recovery. The **Insured** will not, except at the **Insured's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Insurer**.

VII. Cancellation and Non-Renewal

A. Cancellation by the Named Insured

Except for nonpayment of premium, as set forth below, the **Named Insured** has the exclusive right to cancel the Policy. Cancellation may be affected by mailing to the **Insurer** written notice stating when such cancellation will be effective. In such event, the **Insurer** will retain the pro-rata portion of earned premium.

B. Cancellation by the Insurer

The **Insurer** may only cancel this Policy for nonpayment of premium. The **Insurer** will provide not less than fifteen (15) days written notice stating the reason for cancellation and when the Policy will be canceled. Notice of cancellation will be sent to the **Named Insured**.

C. Non-Renewal of Coverage

The **Insurer** is under no obligation to renew the Policy upon its expiration. If the **Insurer** elects to non-renew the Policy, the **Insurer** will deliver or mail to the **Named Insured** written notice stating such at least ninety (90) days prior to the Policy's expiration date, as stated in Item 2. on the Declarations page. The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, deductible or premium, will not constitute a refusal to renew or a cancellation of the Policy.

VIII. Extended Reporting Period

A. Automatic Extended Reporting Period

The Automatic Extended Reporting Period applies solely to Insuring Agreements I.A. Third Party Liability Coverages. Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Named Insured** will automatically be provided a period of sixty (60) days in which to give written notice to the **Insurer** of **claims** first made against the **Insured** during the **policy period** or the Automatic Extended Reporting Period for **third party wrongful acts** committed by an **Insured** after the **retroactive date** and prior to the end of the **policy period**.

B. Optional Extended Reporting Period

The Optional Extended Reporting Period applies solely to Insuring Agreements I.A. Third Party Liability Coverages. Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Named Insured** will have the right to purchase an Optional Extended Reporting Period of one (1), two (2), three (3), or six (6) years. Such right must be exercised by the **Named Insured**

within sixty (60) days of the date of termination or cancellation of the Policy by providing written notice to the Insurer and remitting the amount of additional premium described below in which to provide written notice to the Insurer of a claim first made against the Insured during the Optional Extended Reporting Period for a third party wrongful act committed by an Insured after the retroactive date and prior to the end of the policy period.

The additional premium for the Optional Extended Reporting Period will be for:

1. One (1) year, one hundred percent (100%) of the policy annual premium;
2. Two (2) years, one hundred fifty percent (150%) of the policy annual premium;
3. Three (3) years, one hundred seventy-five percent (175%) of the policy annual premium; or
4. Six (6) years, two hundred fifty percent (250%) of the policy annual premium.

C. Application of Extended Reporting Period

1. The Automatic Extended Reporting Period and the Optional Extended Reporting Period cannot be canceled and any additional premium charged for the Optional Extended Reporting Period will be fully earned at inception.
2. The first sixty (60) days of the Optional Extended Reporting Period, if purchased, will run concurrently with the Automatic Extended Reporting Period.
3. The limit of liability of the Insurer under the Automatic Extended Reporting Period and the Optional Extended Reported Period will be part of and not in addition to the limits of liability for the Policy.

IX. Conditions

A. Change in Control

If, during the policy period, the Named Insured consolidates with, merges into, or sells all or substantially all of its assets to another entity, or if any entity acquires management control of the Named Insured, then the Policy will remain in full force but only with respect to a third party wrongful act and first party incident (other than a cyber-extortion threat) involving the Named Insured that occurred prior to the date of the consolidation, merger, sale or acquisition of management control; provided, however, coverage will remain in force for a third party wrongful act and first party incident (other than a cyber-extortion threat) first discovered and for a cyber-extortion threat first occurring subsequent to the date of the consolidation, merger, sale or acquisition of management control, if within thirty (30) days of the takeover effective date (1) the Insurer receives written notice containing full details of the transaction, (2) the Named Insured accepts all Policy amendments required by the Insurer, including the addition of special terms, conditions and exclusions, and (3) the Named Insured pays any additional premium charge.

The above provision may be waived in writing by the Insurer.

B. Action Against the Insurer

No action may be brought against the Insurer unless, as a condition precedent thereto, (1) the Insured has fully complied with all of the terms, conditions and other provisions of the Policy, and (2) the amount of the Insured's obligation to pay has been finally determined, either by judgment against the Insured after a trial and appeal or by written agreement by the claimant, Insured, and Insurer.

No person or entity will have the right under the Policy to (1) join the Insurer or its agents and representatives as a defendant, co-defendant or other party in any action against the Insured to determine the Insured's liability or (2) implead the Insurer or its agents and representatives in any such action.

C. Bankruptcy

Bankruptcy or insolvency of the **Named Insured** will not relieve the **Insurer** of any of its obligations hereunder.

D. Other Insurance

This Policy is excess over any other valid and collectible insurance, whether prior or contemporaneous, unless such other insurance is expressly written to be excess of this Policy.

E. Subrogation

In the event of payment of **loss** by the **Insurer** under the Policy, the **Insurer** is subrogated to all of the **Insured's** rights of recovery against any person or entity to the extent of such payment. The **Insured** warrants and agrees to execute and deliver instruments and papers and do whatever else is required by the **Insurer** to secure, prosecute and collect on such rights. The **Insured** further warrants and agrees not to prejudice such rights.

If, prior to a **claim** being made, the **Insured Company** has waived its rights to recovery against a person or entity in any written contract or agreement, then the **Insurer** will waive its rights to subrogation against such person or entity to the same extent as the **Insured Company's** waiver.

F. Territory

The Policy applies to a **third party wrongful act** and **first party incident** occurring and **claim** made anywhere in the world other than any country barred by the Office of Foreign Assets Control (OFAC).

G. Representation Clause

In issuing the Policy, the **Insurer** has relied upon the **application**. The **Insured** warrants that the content of the materials provided to the **Insurer** are true, accurate and complete and are material to the **Insurer's** acceptance of the risk to which the Policy applies. Any material misrepresentation, concealment or misstatement by the **Insured** will render the Policy null and void with respect to any natural person **Insured** who knew of such material misrepresentation, concealment or misstatement, and with respect to the **Insured Company** if an **executive officer** knew of such material misrepresentation, concealment or misstatement, and will relieve the **Insurer** from all obligations and liability herein with regard to said **Insured** parties.

H. Named Insured Sole Agent

The **Named Insured** will be the sole agent and will act on behalf of any **Insured** for the purpose of:

1. Providing and/or receiving notices, amendments to or cancelling of the Policy;
2. Completing the **application**;
3. Making statements, representations and warranties;
4. Remitting premium and receiving the return premium that may become due;
5. Paying the deductible; and
6. Exercising or declining to exercise any right under the Policy.

I. Policy Changes

Notice to any agent of the **Insurer** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of the Policy, and will not prevent or preclude the **Insurer** from asserting or invoking any right under or provision of the Policy. None of the provisions of the Policy will be waived, changed or modified except by a written agreement and/or endorsement issued by the **Insurer** to form a part of

the Policy.

J. Assignment

The **Insured** may not assign any rights, remedies, privileges or protections under the Policy. Notwithstanding the foregoing, any such assignment shall be invalid unless the **Insurer's** written consent is endorsed thereon.

K. Alternative Dispute Resolution

Any dispute arising out of or relating to the Policy, including its construction, application and validity, or any breach thereof, will first be submitted to non-binding mediation administered by a mediation facility to which the **Insurer** and the **Insured** mutually agree. The **Insured** and the **Insurer** will attempt in good faith to settle the dispute in accordance with the commercial mediation rules of the American Arbitration Association ('AAA') in effect at the time of the dispute. No award of punitive damages will be made in any such mediation. Each party will bear its own fees and costs in connection with any such mediation. However, the costs incurred through the mediation facility, including the fees and expenses of the mediator, will be shared equally by the parties unless the mediation award provides otherwise. All mediation proceedings will be held in a state in the United States where either the **Named Insured** or the **Insurer** has its principal place of business, at the election of the party commencing mediation.

In the event such non-binding mediation does not result in a settlement of the dispute, either party has the right:

1. To commence a judicial proceeding; or
2. With consent of the other party, to commence an arbitration proceeding in accordance with the commercial arbitration rules of AAA in effect at the time of dispute. The decision of the arbitrator(s) will be final and binding and any award may be confirmed and enforced in a court of competent jurisdiction.

L. Estates, Heirs, Legal Representatives and Domestic Partners

The estate, heir, legal representative and any **domestic partner** of a natural person **Insured** shall be considered insured under this Policy; provided, however, coverage is afforded to such estate, heir, legal representative and **domestic partner** only for a **claim** arising solely out of their status as such and, in the case of a **domestic partner**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such **Insured** to the **domestic partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative or **domestic partner**. All terms and conditions of this Policy, including the deductible applicable to **damages** or **claim expenses** incurred by the **Insured**, shall also apply to **damages** and **claim expenses** incurred by such estate, heir, legal representative, and **domestic partner**.

Cyber Risk Policy

Information Security & Privacy Insurance

CONSEQUENTIAL REPUTATIONAL LOSS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- Section I.B. First Party Coverages is amended to include the following Insuring Agreement:

Consequential Reputational Loss

The **Insurer** will pay the **Insured** for **consequential reputational loss** that the **Insured** incurs resulting from **adverse publicity** after the **waiting period** during the **period of indemnity**.

- Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

| First Party Coverage | Limit | Period of Indemnity | Waiting Period |
|---------------------------------|------------------------------------|---------------------|----------------|
| Consequential Reputational Loss | \$250,000 or limit on Declarations | 3 months | Currently none |

- Section IV. Definitions is amended by adding the following new definitions:

- Consequential Reputational Loss

Net Income (Net Profit before income taxes) that would have been earned by the **Insured** but for **adverse publicity** and;

Reasonable and necessary cost to minimize reputational harm to the **Insured** by hiring a public relations or crisis communications firm. These expenses are limited to \$50,000.

Consequential Reputational Loss does not include:

- amounts arising out of liability to a third party for any reason;
- legal costs or legal expenses of any type;
- any internal salary, costs or overhead expenses of the **Insured Company**



- Adverse Publicity

The public dissemination in the media of an actual or alleged [cyber security breach](#) or [data breach](#) which damages the [Insured's](#) brand, reputation, or customer trust

- Period of Indemnity

The amount of time stated in Item 3. Coverage Schedule of the Declarations Page as amended above.

1. Solely as respects the coverage afforded by this endorsement, Section IV. Definitions, Item S. First Party Costs is amended to include [consequential reputational loss](#).
2. Solely applicable to the coverage provided by this endorsement, Section IV. Definitions, Item AAA. Waiting Period is deleted and replaced as follows:

AAA. Waiting Period

The amount of time stated in Item 3. Coverage Schedule of the Declarations Page as amended above.

All other terms and conditions of this Policy shall remain the same.

Cyber Risk Policy

Information Security & Privacy Insurance

DEPENDENT BUSINESS INTERRUPTION COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- Section I.B. First Party Coverages is amended to include the following Insuring Agreements:

Dependent Business Interruption: The **Insurer** will pay or reimburse the **Insured** for **dependent business interruption loss**.

- Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

| FIRST PARTY COVERAGE ENHANCEMENTS | | Limit | Waiting Period |
|-----------------------------------|-------------------------|-----------|--------------------------------------|
| Dependent Business Interruption | Loss of Business Income | \$100,000 | 8 hours |
| | Extra Expense | \$100,000 | Retention Per declarations |

- Section IV. Definitions is amended to include the following definition:

Dependent Business

Any entity the **Insured** relies on to conduct operations pursuant to a written contract.

Dependent Business Interruption Loss

a) **loss of business income** after the **waiting period**;

b) **extra expenses** in excess of the applicable retention,

during the **period of restoration** that the **Insured** incurs resulting from a **cyber security breach** to a **dependent business** directly causing a total or partial interruption or deterioration in the **Insured's** business operations.



Cyber Risk Policy

Information Security & Privacy Insurance

Dependent Business Interruption Loss does not mean:

- a) loss of market share or other consequential loss;
- b) loss arising out of liability to any third party;
- c) legal expenses;
- d) loss incurred as a result of unfavorable business conditions.

1. Solely for purposes of this endorsement, Section IV. Definitions DD. Network is deleted and replaced as follows:

Network

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a [dependent business](#).

All other terms and conditions of this Policy shall remain the same.

Cyber Risk Policy

Information Security & Privacy Insurance

PCI DSS COVERAGE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- Section I.A. Third Party Liability Coverages is amended to include the following Insuring Agreement: PCI

DSS Coverage

The **Insurer** will reimburse the **Insured** for **PCI DSS fines and costs** in excess of the applicable retention that the **Insured** is legally obligated to pay as the result of a **claim** first made against the **Insured** during the **Policy Period** or Extended Reporting Period (if applicable) alleging a **PCI DSS wrongful act** committed by the **Insured**, a **rogue employee**, an **outsourced provider**, or by a third party for whose **PCI DSS wrongful act** an **Insured** is legally responsible.

- Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

| THIRD PARTY LIABILITY COVERAGES | Limit | Retention | Retro Date |
|---------------------------------|------------|------------------|------------------|
| PCI DSS | \$250,000* | Per declarations | Per declarations |

*Limit increases to \$1,000,000 for Insured with a Privacy and Cyber Security limit of \$1,000,000 or higher. See Declarations 3. a)

- Section IV. Definitions, is amended to include
- the following new definitions:

Merchant Services Agreement

An agreement between the **Insured** and a financial institution, credit/debit card company, credit/debit card processor or Independent service operator enabling the **Insured** to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.



PCI DSS Fines and Costs

Fines, penalties, assessments, fraud recovery and operational expense recovery that the **Insured** is contractually obligated to pay under its **Merchant Services Agreement(s)** as the result of a **PCI DSS wrongful act**. Provided, however, **PCI DSS fines and costs** does not mean interchange fees, discount fees or prospective service fees.

PCI DSS Wrongful Act

Any actual or alleged **cyber security breach** or **privacy and security wrongful act** resulting in the unauthorized acquisition of cardholder data as defined under PCI-DSS.

1. Section IV. Definitions, is amended by deleting and replacing the following terms:

Loss

All **Damages, Claim Expenses, Regulatory Damages, First Party Costs** and **PCI DSS fines and costs**.

Third Party Wrongful Act

A **technology wrongful act, professional services wrongful act, media wrongful act, privacy and security wrongful act** and **PCI DSS wrongful act**.

2. Section V. Exclusions, O. Contractual is deleted and replaced as follows:

O. Contractual

any obligation an **Insured** has underwritten contract; provided, however, this exclusion shall not apply to liability an **Insured** would have in the absence of a contract or an **Insured's**:

1. breach of an exclusivity or confidentiality provision contained in a written agreement;
2. violation of an intellectual property right except a violation of a patent right;
3. negligent performance of technology services or professional services for a client or customer;
4. provision of technology products to a client or customer which contain a material defect;
5. breach of the Insured's privacy policy and/or privacy notice; or
6. obligation to indemnify, reimburse or compensate pursuant to a Merchant Services Agreement. All other terms and conditions of this Policy shall remain the same.

Cyber Risk Policy

Information Security & Privacy Insurance

SYSTEM FAILURE COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- Section I.B. First Party Coverages is amended to include the following Insuring Agreement:

System Failure

The **Insurer** will pay or reimburse the **Insured** for:

- loss of business income** after the **waiting period**;

- extra expenses** in excess of the applicable retention,

during the **period of restoration** that the **Insured** incurs resulting from a **system failure** directly causing a total or partial interruption or deterioration in the **Insured's** business operations.

- Item 3. Coverage Schedule of the Declaration Page is amended to include the following:

| FIRST PARTY COVERAGE ENHANCEMENTS | | Limit | Waiting Period |
|-----------------------------------|-------------------------|------------|-------------------------------------|
| System Failure | Loss of Business Income | \$250,000* | 8 hours |
| | Extra Expense | \$250,000* | Retention Per declaration |

*Limit increases to \$500,000 for Insured with a Privacy and Cyber Security limit of \$1,000,000 or higher. See Declarations 2 a)

- Section IV. Definitions is amended by adding the following new definition:

System Failure

Any unintentional and unplanned outage or failure of the **network**.



1. Solely with respect to the coverage provided by this endorsement, Section IV. Definitions is amended by deleting and replacing the following definitions:

First Party Costs

Any [loss of business income](#), [extra expenses](#), [data recovery expenses](#), [cyber-extortion expenses](#), [data breach response and crisis management costs](#), and [system failure losses](#).

First Party Costs do not include any amounts incurred prior to the [Insured](#) providing notice of the [first party incident](#).

First Party Incident

A [cyber security breach](#), [cyber-extortion threat](#), [data breach](#) or [system failure](#).

Period of Restoration

1. Solely with respect to [loss of business income](#), that period of time that begins at the end of the waiting period and continues until the [Insured Company's](#) operations are restored to the condition that existed immediately prior to the [cyber security breach](#) or [system failure](#); and
 2. Solely with respect to [extra expenses](#), that period of time that begins after a [cyber security breach](#) or [system failure](#) has directly caused a total or partial interruption or deterioration in the [Insured's](#) business operations and continues until the [Insured Company's](#) operations are restored to the condition that existed immediately prior to the [cyber security breach](#) or [system failure](#).
2. Solely for purposes of this endorsement, the following new definition is added:

System Failure Losses

[Loss of business income](#) and [extra expense](#)

System failure losses do not include losses arising out of a loss of market share or any other consequential loss and any losses incurred by the [Insured](#) to upgrade, enhance, or replace the [network](#) to a condition beyond that which existed immediately prior to sustaining a [system failure](#).

All other terms and conditions of this Policy shall remain the same.



P.O. Box 3239, Glen Allen, VA 23058

1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

EXCESS COVERAGE/RENEWAL DECLARATIONS

AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW

Named Member: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Coverage Period: 7/1/2023 to 7/1/2024

Policy Number: P-2023-2024-VRSA-0497-1

Member Type: School

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

SCHEDULE OF UNDERLYING COVERAGE

| COVERAGE | EFFECTIVE PERIOD | LIMIT |
|----------------------------|----------------------|--|
| Local Government Liability | 7/1/2023 to 7/1/2024 | \$1,000,000 |
| Auto Liability | 7/1/2023 to 7/1/2024 | \$1,000,000 |
| Employers Liability | 7/1/2023 to 7/1/2024 | Bodily Injury \$1,000,000 Each Accident Bodily Injury \$1,000,000 Each Employee Bodily Injury \$1,000,000 Policy Limit |

*CONTRIBUTION SHOWN IS PAYABLE: \$27,606 at inception
LIMITS OF COVERAGE EACH OCCURRENCE: \$9,000,000

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Cystal B. Ariffin

Authorized Signature

8/7/2023

Date

EXCESS COVERAGE DOCUMENT PROVISIONS (07 23)

Throughout this coverage document the words “you” and “your” refer to the first Named Member stated in the Excess Declarations. The words “we”, “us” and “our” refer to the VRSA.

A. INSURING AGREEMENT

In consideration of the payment of the required contribution, **we** agree to pay on behalf of the Named Member those sums in excess of the total Limits of Liability of Underlying Coverage as stated in the **Schedule of Underlying Coverage** that you become legally obligated to pay as damages, provided that the Underlying Coverage also applies, or would apply but for the exhaustion of its applicable Limits of Coverage. The terms and conditions of the Scheduled Underlying Coverage are made a part of this coverage document, except for:

1. any definition, term or condition therein relating to: any duty to investigate and defend, the Limits of Liability, contribution, cancellation, other coverage, our right to recover payments, or
2. any renewal agreement, and any exclusion or limitation attached to this coverage document by endorsement or included in the Exclusions applicable under this coverage document.

With respect to 1. and 2. above, the provisions of this coverage document will apply.

With respect to all Scheduled Underlying Coverage Documents, the damage must be caused by an occurrence which takes place during the coverage period shown in the Declarations Page of this coverage document.

B. LIMITS OF LIABILITY

Our total Limit of Liability for loss resulting from any one occurrence will not exceed the amount specified in the Declarations. This will be true regardless of:

- a. the number of persons and organizations who are insureds under this coverage document;
- b. the number of coverages provided under this coverage document;
- c. the number of claims made and suits brought against any or all named members;
- d. the number of persons or organizations making claims or bringing suits.

If the Limit of Liability of the Scheduled Underlying Coverage Document(s) as stated in the **Schedule of Underlying Coverage** has been exhausted by payments made on behalf of a named member by VRSA, this coverage document will continue in force as Underlying Coverage. If the Limit of Liability of the Scheduled Underlying Coverage

Document(s) as stated in the **Schedule of Underlying Coverage** has been reduced by payments made on behalf of a named member by VRSA, this coverage document will drop down to become immediately excess of the reduced underlying limit. This provision will apply to claims made against the Underlying Coverage document brought during its coverage period.

In no event will our liability be greater than the Products Completed Operations Aggregate and the General Aggregate as stated in the Declarations.

C. MAINTENANCE OF UNDERLYING POLICIES AND MEMBERSHIP IN VRSA

You agree that the Underlying Coverage Documents listed in the **Schedule of Underlying Coverage** shall be maintained and in full effect for the entire term of the coverage period. Additionally, failure to maintain membership in **VRSA** shall terminate this coverage document; subject to the terms under Item F.4 - Cancellation.

D. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Notice of an occurrence, claim or suit under the Scheduled Underlying Coverage Documents will satisfy the reporting requirements of an occurrence, claim or suit under this coverage document.

E. DEFENSE

1. **We** will assume charge of the settlement or defense of any claim or suit against the named member when the Limits of Liability of the Scheduled Underlying Policies have been exhausted by payment of claims.

When **we** assume such charges **we** will pay in addition to the applicable Limit of Liability **our** expenses, and, the following to the extent that they are not included in the Underlying Coverage:

- a. the named member's expenses incurred at our request, including actual loss of earnings not to exceed \$150 per day;
- b. premiums for attachment bonds for amounts up to the applicable Limit of Liability, and the cost of bail bonds not to exceed \$2,000. We do not have to furnish these bonds;
- c. all costs taxed against the named member;
- d. prejudgment interest awarded against the named member on that part of the judgment **we** pay. If **we** make an offer to pay the applicable Limit of Liability, **we** will not pay any prejudgment interest based on that period of time after the offer;
- e. all interest on the full amount of any judgment that accrued 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 Liability.

We will not defend any suit or claim after **we** have exhausted the aggregate Limit of Liability as stated in the Declarations.

If **we** are prevented by law from carrying out this provision, **we** will pay any expense incurred with **our** written consent.

2. In all circumstances not applicable to paragraph 1. above, **we** will not be obligated to assume charge of the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against **you**. **We** will, however have the right to participate in the defense and trial of any claims, suits or proceedings which relate to any occurrence that we feel may create liability on **our** part under the terms of this coverage document. If **we** avail ourselves of this right, **we** will do so at **our** expense.

F. CONDITIONS

1. APPEALS

We can appeal a judgment against any named member under this agreement if:

- a. the judgment is for more than the amount of the Limits of Liability under **your** Underlying Coverage, and
- b. the named member does not appeal it.

If **we** appeal the judgment, **we** will pay the costs of the appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this coverage document.

2. AUDIT OF BOOKS AND RECORDS

We may audit **your** books and records at any time during the term of this Coverage or within three years after expiration or termination.

3. BANKRUPTCY AND INSOLVENCY/LEGAL ACTION

- a. Bankruptcy or insolvency of the named member will not relieve **us** of any of **our** obligations under this coverage document.
- b. **Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- (1) To join **us** as a part or otherwise bring **us** into a "suit" asking for damages from a named member; or
- (2) To sue **us** on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against a named member obtained after an actual trial;

but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of Coverage. An agreed settlement means a settlement and release of liability signed by us, the named member and the claimant or the claimant's legal representative.

4. CANCELLATION/NON RENEWAL

- a. The **first Named Member** shown in the Declarations may cancel this coverage document by mailing or delivering to **us** advance written notice of cancellation as provided in the Member Agreement.
- b. **We** may cancel or refuse to renew that coverage document by mailing or delivering to the **first Named Member** written notice of cancellation of least:
 - (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of the contribution; or
 - (2) 30 days before that effective date of cancellation if **we** cancel for any other reason.
- c. **We** will mail or deliver **our** notice to the **first Named Member's** last mailing address known to **us**.
- d. Notice of cancellation will state the effective date of cancellation. The coverage document will end on that date.
- e. If the coverage document is canceled whether by the **first Named Member** or by **us** the **first Named Member** will not be entitled to a contribution refund. The cancellation will be effective even if **we** have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. CHANGES

This coverage document and Member Agreement contain all the agreements between **you** and **us** concerning the Coverage afforded. To the degree, however, that a conflict exists between this document and the Member Agreement signed by the Association and the **first Named Member**, the Member Agreement controls. The **first Named Member** is authorized to make changes in the terms of this coverage document with our consent. This coverage document's terms can be amended or waived only by endorsement issued by **us** and made a part of this coverage document.

6. INSPECTION

We have the right, but are not obligated to inspect your premises and operations at any time. **Our** inspections are not safety inspections. They relate only to the insurability of the premises and operations and the contribution to be charged. **We** may give you reports on the conditions **we** find. **We** may also recommend

changes. While they may help reduce losses, **we** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. **We** do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

7. OTHER COVERAGE

If other Coverage applies to claims covered by this coverage document, the Coverage under this coverage document is excess and **we** will not make any payments until the **other Coverage** has been used up. This will not be true, however, if the **other Coverage** is specifically written to be excess over this coverage document.

Except to the extent stated in this coverage document, this Coverage is not subject to the terms, conditions, or limitations of any of your **other Coverage**.

8. PAYMENT OF LOSS

This coverage document will not apply until the underlying coverage is obligated to pay the amount of the underlying limit for an occurrence which is also covered by this coverage document. When the amount of loss has finally been determined **we** will promptly pay on behalf of the named member the amount of loss which falls within the terms of this coverage document.

9. SUBROGATION

Any persons or organizations for whom **we** make a payment under this Coverage must transfer to **us** their right to recovery against any other party. After a loss they must do everything necessary to secure, and nothing to impair, these rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

Your right and duties under this Coverage may not be transferred without **our** written consent, except if **you** die, then **your** rights and duties will be transferred to **your** legal representative, but only while acting within the scope of duties as **your** legal representative; or to anyone having temporary custody of your property until **your** legal representative has been appointed.

G. EXCLUSIONS

In addition to exclusions contained in the underlying Coverage, this coverage does not apply to the following:

1. Statutory Obligations to Employees

To any obligation for which the named member or VRSA may be held liable under:

- a. Workers' Compensation;

- b. Unemployment Compensation;
- c. Disability
- d. Under any similar laws.

2. **Automobile First Party Coverage**

To liability imposed on the insured under any uninsured/underinsured motorist or automobile no fault or first party personal injury law.

3. **Prior Acts Liability Coverage**

This coverage does not apply to any damages covered under any Prior Acts Liability Coverage afforded by the Schedule of Underlying Coverage.

4. **Nuclear Energy Liability Exclusion (Broad Form)**

This coverage document does not apply to bodily injury or **property damage**:

- a. with respect to a named member under this coverage document who is also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Coverage Association, Mutual Atomic Energy Liability Underwriters or Nuclear Coverage Association of Canada, or the successor of any of them, or would be insured under any such coverage document but for its termination upon exhaustion of its limits of liability; or
- b. resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the named member is, or had this coverage document not been issued would be entitled to indemnity from the United States of America or any agency of it, in any agreement entered into by the United States of America, or any agency of it, with any person or entity; or
- c. resulting from the **hazardous properties of nuclear material**, if:
 - (1) the **nuclear material** is at any **nuclear facility** owned by, or operated by or on behalf of, a named member or has been discharged or dispersed from it;
 - (2) the **nuclear material** is contained in **spent fuel of waste** at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of a named member; or
 - (3) the bodily injury or **property damage** arises out of the furnishings by a named member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation

or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (C) applies only to **property damage** to such **nuclear facility** and any property located there.

As used in this exclusion:

Hazardous Properties include radioactive, toxic or explosive properties;

Nuclear Material means **source material, special nuclear material** or **byproduct material**;

Source Material, Special Nuclear Material, and Byproduct Material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

Waste means any waste material:

- a. containing **byproduct material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content and
- b. resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility** under (1) or (2) thereof;

Nuclear Facility means:

- a. any **nuclear reactor**
- b. any equipment or, device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing **spent fuel**, or (c) handling, processing or packaging **waste**,
- c. any equipment or, device used for the processing, fabrication or alloying of **special nuclear material** if any time the total amount of such material in the custody of the Named Member at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site of which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

Property Damage includes all forms of radioactive contamination of property.

5. Medical Services

This policy shall not provide coverage for *medical services* however this policy does cover *incidental medical services*.

6. Pathogens

This policy shall not provide coverage for liability arising out of:

- a. any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "*organic pathogen*."
- b. claim, suit, request, demand, order or statutory or regulatory requirement for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "*organic pathogen*."

"Organic pathogen" means any:

- a. Any infectious and/or contagious disease or condition including, but not limited to any pandemic, epidemic or other spread of pathogen, howsoever styled and whether or not declared or acknowledged as such by any government or competent authority
- b. viruses or other pathogens (whether or not a microorganism); or
- c. colony or group of any of the foregoing.

7. Pollution

This policy shall not provide any coverage for pollution including but not limited to, claims resulting from exposure to perfluoralkyl substances (PFAs), pathogens, asbestos, lead or silica.

8. Cyber

This policy shall not provide coverage for cyber liability or resulting expenses including but not limited to, data breach, virus, or other malicious cybersecurity attack.

9. Global Sanction

This policy shall not provide coverage and the insurer shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

H. DEFINITIONS

1. Schedule of Underlying Coverage

The term **Schedule of Underlying Coverage** means the coverage document(s) in the Declarations.

2. **Other Coverage:**

The term **Other Coverage** means Coverage other than Scheduled Underlying Coverage or Coverage specifically purchased to be excess of this coverage document affording coverage that this coverage document also affords.

3. **First Named Member**

The person or organization first named in the Declarations is primarily responsible for the payment of all the contributions. The **first Named Member** will act on behalf of all other named members for the giving and receiving of notice of cancellation and the receiving of any return contributions that become payable under this coverage document.

4. **Incidental Medical Services**

Incidental medical services means professional medical services rendered or which should have been rendered to any person or persons (excepting employees of the named insured injured in the course of his/her employment) by any duly qualified medical practitioner (except any physician licensed to practice medicine in the Commonwealth of Virginia).

However a physician licensed to practice medicine in the Commonwealth, who is employed by, or on contract with our member, is considered to be providing *incidental medical services* so long as he/she is acting in an advisory capacity and is not performing any actual practice of medicine upon persons.

Incidental medical services also covers an insured while acting independent of that person's activities as the Member's employee or acting as a volunteer with another emergency unit or organization but only when the person encounters the scene of an accident or medical emergency requiring sudden action. However a physician licensed to practice medicine in the Commonwealth, who is employed by, or on contract with our member, is considered to be providing *incidental medical services* so long as he/she is acting in an advisory capacity and is not performing any actual practice of medicine upon persons.

5. **Medical Services**

Medical services means any *claim or suit* arising out of services provided by a licensed physician.

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY

AMENDATORY ENDORSEMENT
EXCESS LIABILITY COVERAGE CHANGES

All coverage parts or paragraphs included in this coverage document are subject to the following conditions and wherever there is conflict between this endorsement and any other terms of the coverage document this document shall control and the coverage document is so amended:

A. CANCELLATION

1. The first Named Entity shown in the Declarations may cancel this coverage by mailing or delivering to us advance written notice of cancellation as provided in the Member Agreement.

2. We may cancel this coverage by mailing or delivering to the first Named Entity written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of contribution or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Entity's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The coverage will end on that day.

5. If the coverage is cancelled whether by the Named Entity or by the Association/ Pool, the Named Entity will not be entitled to a contribution refund. The cancellation will be effective even if the Association/Pool has not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This coverage document and the Member Agreement contain all the agreements between you and us concerning the coverage afforded. To the degree, however, that a conflict exists between this document and the Member Agreement signed by the Association and the Named Entity, the Member Agreement controls. The Named Entity is authorized to make changes in the terms of this coverage only with our consent. This coverage document's terms can be amended or waived only by endorsement issued by us and made a part of this document.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the contributions to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person

or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. CONTRIBUTIONS

The first Named Entity shown in the Declarations:

1. Is responsible for the payment of all contributions; and

2. Will be the payee for any return contributions we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER COVERAGE DOCUMENT

Your rights and duties under this coverage document may not be transferred without our written consent.

G. INSTALLMENT PAYMENTS OF ANNUAL CONTRIBUTIONS:

In the event the member covered by this coverage document elects to exercise an option permitting payment of the total contribution for any coverage provided hereby by periodic installments, the member remains liable to the Pool for any unpaid balance thereof notwithstanding cancellation by either such member or the Association/Pool during the annual coverage period.

ENDORSEMENT NO. 1

Ed. 5/27/93

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY

AMENDATORY ENDORSEMENT
WORDING CHANGES

This endorsement modifies the coverage provided under the following:

EXCESS LIABILITY COVERAGE

The following words and phrases which are utilized in any way in any part of Excess Liability Coverage Document, Form VRSA Excess 07/23 or any other endorsement thereto shall be omitted.

The amended words and phrases shown opposite each shall be substituted therefor:

| <u>Printed Words or Phrases</u> | <u>Substituted Words or Phrases</u> |
|---------------------------------|-------------------------------------|
| Policy | Coverage Document |
| Insurance | Coverage |
| Company | Pool |
| Insured (noun) | Covered Person |
| Insured (verb) | Covered |
| Insure | Cover |
| Named Insured | Named Member or Entity |
| Premium(s) | Contribution(s) |

ENDORSEMENT NO. 2

Ed. 5/12/93

FUNGI OR BACTERIA EXCLUSION

This coverage does not apply to any damages which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria 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. This exclusion also applies to 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 Named Member or by any other person or entity.

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

War and Terrorism Exclusion

This coverage does not apply to any damages arising directly or indirectly out of, caused by, or resulting from war, as described in paragraph 1. below, or any act of terrorism, as described in paragraphs 2., 3. and 4. below. Such loss or damage is excluded regardless of (i) any other cause or event contributing to such loss or damage in any way or at any time, or (ii) whether such loss or damage is accidental or intentional.

1. War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. War includes any activity that would be included as an "act of terrorism" in paragraphs 2., 3. below, but for the fact that such activity was perpetrated by an official, employee or agent of a foreign state acting for or on behalf of such state.
2. "Act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. It shall also mean any event that is certified as an act of terrorism under the Terrorism Risk Insurance Act of 2022, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 or any subsequent reauthorizations.
3. An "act of terrorism" is a loss attributable to:
 - a. All actual or threatened loss or damage to persons or property, whether tangible (including all consequential loss or damage of any type) arising through any means whatsoever; or
 - b. The intentional use, release or escape of nuclear materials that directly results in nuclear reaction or nuclear radiation or radioactive contamination; or
 - c. The intentional dispersal or application of pathogenic biological materials or poisonous chemical materials; or
 - d. The release of pathogenic biological materials or poisonous chemical materials where one purpose of the Act of Terrorism was the intentional release of such materials.

This exclusion shall not be construed to apply to loss occasioned by riots, strikes, civil commotion, vandalism or malicious damage as those terms have been interpreted by United States Courts to apply to insurance policies.



P.O. Box 3239, Glen Allen, VA 23058

1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

MISCELLANEOUS PROPERTY ITEMS/RENEWAL DECLARATIONS

AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW

Named Member: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Coverage Period: 7/1/2023 to 7/1/2024

Policy Number: P-2023-2024-VRSA-0497-1

Member Type: School

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

COVERAGES PROVIDED

Refer to Schedule of Miscellaneous Property Items

*CONTRIBUTION SHOWN IS PAYABLE: \$6,681

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Cystal B. Ariffin

Authorized Signature

8/7/2023

Date

COMMERCIAL FINE ARTS COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

A. Coverage

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

1. Covered Property

Covered Property, as used in this Coverage Form, means the following property described in the Declarations:

- a. Your fine arts; and
- b. Fine arts of others that are in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Property while on exhibition at fair grounds or on the premises of any national or international exposition, unless this coverage is added by endorsement and an additional premium is paid; or
- b. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage

NEWLY ACQUIRED PROPERTY

If during the policy period you take possession of additional objects of art, we will cover such objects for up to 60 days, but not beyond the end of the policy period. The most we will pay for loss or damage under this Additional Coverage is the lesser of:

- a. 25% of the total of the Limits of Insurance shown in the Miscellaneous Property Schedule of Items Declarations for all individually listed and described items; or
- b. \$50,000.

You will report the values of such property to us within 60 days from the date you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 60 days after the date you take possession of the property or at the end of the policy period, whichever occurs first.

The Coinsurance Additional Condition does not apply to this Additional Coverage.

B. Exclusions

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

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

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - b. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

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

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- c. Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.

But we will pay for loss or damage for such breakage caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to the vehicle carrying the property, if these causes of loss would be covered under this Coverage Form.

This Breakage Exclusion applies unless otherwise indicated in the Declarations.

- d. Any repairing, restoration or retouching of the Covered Property.
- e. Marring, scratching, chipping or denting.

But we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.
- f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- g. Unauthorized instructions to transfer property to any person or to any place.
- h. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

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

- a. Wear and tear.
- b. Any quality in the property that causes it to damage or destroy itself, gradual deterioration.
- c. Insects, vermin or rodents.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Miscellaneous Property Schedule of Items.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the deductible amount shown in the Miscellaneous Property Schedule of Items. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

1. The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

a. The value of each item of property that is individually listed and described in the Declarations is the applicable Limit of Insurance shown in the Declarations for that item if valued \$25,000 or greater. Items valued under less than \$25,000 will be covered whether scheduled or not, up to the blanket limit stated on the Declarations or up to \$25,000 if no limit stated.

b. The value of all other Covered Property, including newly acquired property, will be the least of the following amounts:

- (1) The replacement cost of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- (3) The cost of replacing that property with substantially identical property.

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

2. The **Pair, Sets Or Parts** Loss Condition in the Commercial Inland Marine Conditions is replaced by the following:

a. In case of total loss of any items that are part of a pair or set that is individually listed and described in the Declarations, we will pay the full Limit of Insurance shown in the Declarations for that pair or set. You will surrender to us the remaining items of the pair or set.

b. In case of loss or damage to any part of a pair or set that is not individually listed and described in the Declarations, we may:

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

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

a. Coverage Territory

- (1) We cover property wherever located within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.
- (2) We also cover property being shipped by air within and between points in Paragraph (1).

b. Packing And Unpacking

You agree that Covered Property will be packed and unpacked by competent packers.

MISCELLANEOUS ARTICLES COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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

A. Coverage

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

1. Covered Property

Covered Property, as used in this Coverage Form, means the property described in the Declarations that:

- a. You own; or
- b. Is in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Real Property;
- b. Aircraft, Motor Vehicles designed for highway use;
- c. Watercraft, unless under \$10,000 and covered under blanket miscellaneous limit or specifically scheduled.
- d. Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement; or
- e. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Acquired Property

If during the policy period you take possession of additional property of a type already covered by this coverage form, we will cover such property for up to 30 days, but not beyond the end of the policy period. The most we will pay for loss or damage is the lesser of:

- a. 25% of the total Limit of Insurance shown in the Declarations for all individually listed and described items; or
- b. up to \$10,000 for any unscheduled item or the scheduled item value for items valued over \$10,000 and scheduled.

You will report values of such property to us within 30 days after you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

The Coinsurance Additional Condition does not apply to this coverage.

This Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations.

B. Exclusions

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;

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

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a. Denting, chipping, marring, scratching.
- b. Delay, loss of use, loss of market or any other consequential loss.
- c. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

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

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- d. Breakdown of refrigeration equipment.
But we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by "accident" to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.
- e. Processing or work upon the property.
But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered under this Coverage Form.

- f. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.

This Theft From Any Unattended Vehicle Exclusion applies unless otherwise indicated in the Declarations.

- g. Unexplained disappearance.
- h. Shortage found upon taking inventory.
 - i. Artificially generated current creating a short circuit or other electrical disturbance within an article covered under this Coverage Form.
This exclusion applies only to loss or damage to that article in which the disturbance occurs.
 - j. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - k. Unauthorized instructions to transfer property to any person or to any place.
 - l. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

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

- a. Wear and tear, depreciation.
- b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
- c. Mechanical breakdown.
- d. Insects, vermin or rodents.
- e. Corrosion, rust, dampness, extremes of temperature.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is:

- 1) the value of each item of property that is individually listed and described in the Miscellaneous Items Schedule or;
- 2) if the individual item is not listed, we will pay up to \$10,000 per item up to the blanket limit stated on the Declarations or up to \$25,000 if no limit stated.

D. Deductible

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

E. Additional Conditions

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

1. Coverage Territory

We cover property wherever located.

F. Definitions

"Accident" means:

- 1.** Upset or overturn of the transporting vehicle; or
- 2.** The violent and accidental contact of the transporting vehicle with another vehicle or object, but not including:
 - a.** The roadbed or curbing;
 - b.** Rails or ties of street, steam or electric railroad; or
 - c.** Any stationary object while backing for loading or unloading purposes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST

This endorsement modifies insurance under the following:

MISCELLANEOUS ARTICLES COVERAGE FORM

The **Miscellaneous Articles Limit** is amended to include the following:

- A. If replaced, the value of Covered Property will be the cost of replacing that property with similar property without depreciation, but not more than the Limit of Insurance shown in the Miscellaneous Articles/Equipment Schedule.
- B. If not replaced, the value of that property will be the least of the following:
 1. Actual cash value of that property;
 2. Cost of reasonably restoring that property to its condition immediately before loss or damage; or
 3. Cost of replacing that property with functionally equivalent property.
- C. In the event of loss, the value of property will be determined at the time of the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MISCELLANEOUS ARTICLES COVERAGE PART

The following words and phrases as utilized in any form or endorsement of the MISCELLANEOUS ARTICLES COVERAGE PART of this Coverage Document shall have the meaning attributed below:

| <u>Printed Words or Phrases</u> | <u>Substituted Words or Phrases</u> |
|---------------------------------|-------------------------------------|
| Policy | Coverage Document |
| Insurance | Coverage |
| Company | Pool |
| Insured (noun) | Covered Person |
| Insured (verb) | Covered |
| Insure | Cover |
| Named Insured | Named Member |
| Premium(s) | Contribution(s) |



P.O. Box 3239, Glen Allen, VA 23058

1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

LOCAL GOVERNMENT LIABILITY COVERAGE/RENEWAL DECLARATIONS

AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW

Named Member: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Coverage Period: 7/1/2023 to 7/1/2024 **Policy Number:** P-2023-2024-VRSA-0497-1

Member Type: School

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

| LINES OF COVERAGE | LIMIT |
|---|-------------|
| Each occurrence limit | \$1,000,000 |
| Deductible | \$0 |
| Land Use | \$100,000 |
| Medical Expense | \$10,000 |
| Defense of Certain Excluded Occurrences | \$100,000 |
| Damages to Premises Rented To You | \$1,000,000 |

*CONTRIBUTION SHOWN IS PAYABLE: _____ \$23,157 at inception

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Cystal B. Ariffin

Authorized Signature

8/7/2023

Date

VIRGINIA RISK SHARING ASSOCIATION (VRSA)
LOCAL GOVERNMENT LIABILITY COVERAGE

Various provisions in this coverage document restrict coverage. Read the entire coverage document carefully to determine rights, duties and coverage.

SECTION I - COVERAGES

COVERAGE A. LOCAL GOVERNMENT LIABILITY COVERAGE
(OCCURRENCE FORM)

1. COVERAGE AGREEMENT

- a) Except as otherwise provided in this agreement, VRSA will pay on behalf of the *named member* all sums that the *named member* becomes legally obligated to pay as *damages* from an *occurrence* to which this coverage applies. VRSA will have the right and duty to defend the *named member* against any *suit* seeking those *damages*. However, VRSA will have no duty to defend the *named member* against any *suit* seeking *damages* from an *occurrence* to which this coverage does not apply. Further, any duty to defend owed by VRSA is satisfied by VRSA paying only the *costs of defense*. VRSA may, at our discretion, investigate or defend any *occurrence* or *claim*.

But: i) The amount VRSA will pay for *damages* is limited as described in SECTION III – LIMITS OF COVERAGE; and

- ii) VRSA's right and duty to defend ends when VRSA has used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this coverage document.

- b) This coverage applies to sums that the *named member* becomes legally obligated to pay as *damages* from an *occurrence* only if the following conditions are met:
- i) The *occurrence* must occur during the coverage period. The date of *occurrence* is the date on which the *wrongful act* giving rise to the *claim* or *suit* for *damages* took place or is alleged to have taken place. If *damages* are alleged to have arisen from a series of similar or related *wrongful acts*, including a series of similar or related *wrongful acts* by a perpetrator against multiple victims, these series of similar or related *wrongful acts* shall constitute one single occurrence the date which shall be the date when the first of the series of similar or related *wrongful acts* took place or is alleged to have taken place (even if some portion of the series of similar or related *wrongful acts* took place or is alleged to have taken place after the coverage period of this coverage).
- ii) The *occurrence* must have taken place in the *coverage territory*.
- c) Settlement of Claims. VRSA has the right to settle any *claim* or *suit* against a *named member* seeking *damages* to which this coverage applies. Provided, however, that the *first named member* may require that it consent to the settlement by VRSA of a *claim* or *suit* against a *named member* to which this coverage applies, by providing written notice from the *first named member's*

governing body to VRSA that such consent is required for that specific *claim* or *suit*. Such notice must be actually received by VRSA before VRSA has made any settlement offer on the *claim* or *suit*, and such notice must include the name, address and telephone number of the *first named member's* designee authorized to give or refuse consent on the *first named member's* behalf with respect to such *claim* or *suit*. After such notice is actually received by VRSA, VRSA will then provide the *first named member's* designee with notice of a proposed settlement of the *claim* or *suit* recommended by VRSA, and such designee shall be deemed to have consented to such recommended settlement unless the designee informs VRSA of its lack of consent to the recommended settlement within ten (10) business days after being notified by VRSA of the recommended settlement. If no such lack of consent is timely received by VRSA, the *first named member* will be deemed to have consented to the recommended settlement. Should the *first named member* not consent to a settlement of a *claim* or *suit* acceptable to the claimant/plaintiff, and recommended by VRSA, VRSA shall not be obligated to indemnify the *named member(s)* with respect to such *claim* or *suit* for any amounts exceeding the amount of such recommended settlement; nor in such event shall VRSA have any further duty or obligation to defend the *named member(s)* against the *claim* or *suit* (the lack of consent by the *first named member* constituting an irrevocable rejection of any defense by VRSA on behalf of all *named members*) – and such defense shall be assumed by the *named member(s)* at the *named member's* cost and expense.

2. EXCLUSIONS – This coverage does not apply to:

a) *Damages*, amounts or obligations:

- i) For which the *named member* is liable by reason of the assumption of liability in a contract or agreement; or
- ii) Which the *named member* is obligated to pay or perform under the terms of a contract or agreement.

This exclusion does not apply to liability for *damages*: (i) assumed in a contract or agreement that is a *covered contract*; or (ii) the *named member* would have in the absence of the contract or agreement.

b) *Bodily injury* to:

- i) An employee of the *named member* arising out of and in the course of employment by the *named member*; or
- ii) *Damages* to the spouse, child, parent, brother or sister of that employee as a consequence of above.

This exclusion applies whether the *named member* may be liable as an employer or in any other capacity; and 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 *named member* under a *covered contract*.

c) Any obligation of the *named member* under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

- d) i) *Claims*, *suits* or *damages* based upon, arising out of, or in consequence of the actual, alleged, threatened or suspected discharge, dispersal, seepage, migration, release or escape of *pollutants* at any time.

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

This exclusion does not apply to *claims*, *suits* or *damages* based upon, arising out of, or in consequence of the purposeful discharge or dispersal of any chemicals in authorized law enforcement operations.

- e) *Claims*, *suits* or *damages* based upon, arising out of, or in consequence of the ownership, maintenance, use or entrustment to others of any *automobile* or aircraft, airfield, runways, hangars, buildings or other properties owned or operated by, or rented or loaned to any insured in connection with aviation activities. Use includes operation, *loading* or *unloading*. This exclusion does not apply to parking an *automobile* on, or on the ways next to, premises the *named member* owns or rents, provided the *automobile* is not owned by or rented or loaned to the *named member*.
- f) *Property damage* to:
 - i) Property the *named member* owns, rents or occupies, including any costs or expenses incurred by the *named member*, or any person or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or *property damage* to another's property;
 - ii) Premises the *named member* sells, gives away or abandons, if the *property damage* arises out of any part of those premises;
 - iii) Personal property in the care, custody or control of the *named member*;
 - iv) That particular part of real property on which the *named member* or any contractors or subcontractors working directly or indirectly on the *named member's* behalf are performing operations, if the *property damage* arises out of those operations;
 - v) That particular part of any property that must be restored, repaired or replaced because *your work* was incorrectly performed on it;
 - vi) *Your work* arising out of it or any part of it; or
 - vii) *Your product*, arising out of it or any part of it.
- g) *Claims*, *suits* or *damages* based upon, arising out of, or in consequence of any *land use* issue, proceeding, or dispute, including, without limitation, any *land use* issue, proceeding, or dispute raising, addressing or involving civil rights *claims*, constitutional *claims*, the exercise of eminent domain, condemnation, inverse condemnation, dedication by adverse use, or adverse possession.
- h) Exemplary *damages*, punitive *damages*, *damages* multiplied pursuant to any law, or any *damages* other than compensatory *damages*. This exclusion does not apply to punitive *damages* claimed or awarded against an officer, employee or volunteer of the *named member*, provided that, with respect to the *occurrence* from which such punitive *damages* are claimed or awarded, he or she:
 - i) Was acting in the performance of the duties of the position; and

- ii) Was not guilty of malfeasance in office, willful neglect of duty, or bad faith.
- i) Fines, penalties, assessments, or surcharges imposed by law.
- j) Injunctive or other equitable relief, or quasi-judicial or administrative orders. Further, VRSA shall have no obligation to indemnify the *named member* for any costs, fees including attorney's fees, or expenses which the *named member* shall become obligated to pay as a result of an adverse judgment for injunctive or other equitable relief, or a quasi-judicial or administrative order.
- k) *Claims, suits or damages* based upon, arising out of, or in consequence of the payment, repayment, assessment or collection of any tax, fee or charge. This exclusion also applies to any interest on any amount paid as a tax, fee or charge, and to any amounts claimed for the loss of use of any money paid as a tax, fee or charge.
- l) Amounts paid or payable for the purchase or permanent acquisition of property or property rights or for the right to permanently enforce an ordinance, regulation or restriction on the use of property.
- m) *Claims, suits or damages* based upon, arising out of, or in consequence of the actual, alleged or threatened ingestion or inhalation of lead or lead compounds by any person.
- n) *Claims, suits or damages* based upon, arising out of, or in consequence of the *named member* gaining any profit, advantage or remuneration to which the *named member* is not entitled. This exclusion applies even if the *named member* gaining such profit, advantage or remuneration is not itself illegal, and regardless of whether any gain by the *named member* is incidental.
- o) *Claims, suits or damages* based upon, arising out of, or in consequence of any dishonest, fraudulent, or criminal act of the *named member*.
- p) *Claims, suits or damages* based upon, arising out of, or in consequence of the willful violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of any *named member*. Further, VRSA shall have no obligation to indemnify any *named member* for any loss, cost, civil fine, penalty or expense against any *named member* arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency.
- q) *Claims, suits or damages* based upon, arising out of, or in consequence of any failure or omission of a *named member* to purchase or maintain insurance of any kind. This exclusion does not apply to exclude coverage afforded by LGL endorsement 16.
- r) *Claims, suits or damages* based upon, arising out of, or in consequence of – (i) any collective bargaining agreement; or (ii) any *named member's* payment or failure to pay any back or front wages, overtime, or similar amounts under any federal, state or local statute, rule, ordinance or regulation, even if designated as liquidated damages.
- s) i) *Claims, suits or damages* based upon, arising out of, or in consequence of 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 thereto.

- ii) Any loss, cost or expense arising out of any 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 *named member* or by any other person or entity.
- This exclusion (s) does not apply to any *fungi* or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- t) *Claims, suits or damages* based upon, arising out of, or in consequence of any nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.
 - u) *Claims, suits or damages* based upon, arising out of, or in consequence of:
 - i) War, including undeclared or civil war;
 - ii) 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
 - iii) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - v) *Claims, suits or damages* based upon, arising out of, or in consequence of the provision of *medical services*. However, this exclusion does not apply to the provision of *incidental medical services*.
 - w) *Claims, suits or damages* based upon, arising out of, or in consequence of tortious interference by any *named member* with any contract, contract right, contractual relationship, business relationship, contract expectancy, economic advantage, or business expectancy of any person or entity.
 - x) *Claims or suits* made or brought against the *first named member* by, on behalf of, or in the name or right of any board, commission, committee, or other entity which is a *named member*; or *claims or suits* made or brought by, on behalf of, or in the name or right of the *first named member* against any board, commission, or other entity which is a *named member*.
 - y)
 - i) *Claims, suits or damages* based upon, arising out of, or in consequence of asbestos in any form.
 - ii) Any loss, cost or expense arising out of any: (a) request, demand, order or statutory or regulatory requirement that any *named member* or others test for, monitor, clean up, remove, contain, treat, or in any way respond to, or assess the effects of asbestos; or (b) *claim or suit* by or on behalf of a governmental authority for *damages* because of testing for, monitoring, cleaning up, removing, containing, treating, or in any way responding to, or assessing the effects of, asbestos.
 - z) *Claims, suits or damages* based upon, arising out of, or in consequence of: (a) any act or omission of any *named member* which in any way impacts, effects, diverts the flow of, reduces the quality or amount of, degrades, or pollutes any downstream water or downstream water resources; or (b) the setting of charges for, or collection of payments by any *named member* for, water or sewer utility service.
 - aa) *Claims, suits or damages* based upon, arising out of, or in consequence of any act, conduct, or omission which violates the Driver's Privacy Protection Act (18 U.S.C. § 2721, *et seq.* and any amendments thereto) or any state equivalent.

- bb) *Claims, suits or damages* based upon, arising out of, or in consequence of statements or communications by any *named member* in support of, against or otherwise about any candidate for elected office (federal, state, or local.)
- cc) *Claims, suits or damages* based upon, arising out of, or in consequence of:
 - (a) the transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any *named member*; or (b) the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity; or (c) the rental of "mobile equipment" to anyone other than the *named member*.
- dd) *Claims, suits or damages* based upon, arising out of, or in consequence of: i) Any access to or disclosure of any person's organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, health information, or any other type of nonpublic information; or ii) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claims for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (dd)(i) or (dd)(ii) above.

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

This exclusion does not include patents, trade secrets, or copyright agreements if Cyber Security Coverage is not issued by VRSA.

- ee) *Claims, suits or damages* covered (or which would have been covered but for the exhaustion of the applicable limits as to a specific *claim* or *suit* or in the aggregate) under a Cyber Security Coverage issued through VRSA.
- ff) *Claims, suits or damages* arising from the ownership, maintenance, or use of a commuter rail system including but not limited to bodily injury to any passenger while on, entering into or alighting from a passenger train.

COVERAGE B. MEDICAL AND RELATED PAYMENTS

1. COVERAGE AGREEMENT

- a) VRSA will pay *medical and related expenses* for *bodily injury* caused by an accident:

- i) On premises the *named member* owns or rents;
 - ii) On ways next to premises the *named member* owns or rents;
 - iii) Because of the *named member's* operations;
- provided that:
- a. The accident takes place in the *coverage territory* during the coverage period;
 - b. The accident is reported in writing to VRSA and the expenses are incurred and submitted to VRSA within one year of the date of the accident;
 - c. The injured person submits to examination, at our expense, by physicians of VRSA's choice as often as reasonably required; and
 - d. The injured person provides to VRSA, if requested, written authorization to obtain medical reports and copies of records and proof of claim;
 - e. The injured person first submits said expenses to his or her health insurance company(ies), if any.
- b) VRSA will make these payments regardless of fault for only those actual expenses incurred by or on behalf of the injured person. These payments will not exceed the applicable limit of coverage described in SECTION III - LIMITS OF COVERAGE.
2. EXCLUSIONS - VRSA will not pay *medical and related expenses for bodily injury*:
- a) To any *named member*, except volunteers authorized and supervised by the *named member*.
 - b) To a person hired to do work for or on behalf of any *named member* or a tenant of any *named member*.
 - c) To a person injured on that part of premises the *named member* owns or rents and that person normally occupies.
 - d) To a person, whether or not an employee of the *named member*, if benefits for the *bodily injury* are payable or must be provided under a workers' compensation or disability benefits law or similar law.
 - e) To a person injured while participating in any: athletic or sport activity, contest, competition, exhibition, or practice, including, without limitation, interscholastic or intramural sport; gym or exercise class; use of trampolines; or activity sponsored by a parks and recreation department of a *named member*.
 - f) To any prisoner, inmate or person under the *named member's* custody.
 - g) Arising out of conduct or activities excluded under Coverage A.
 - h) To any student.
 - i) Caused by or the result of horseplay, fighting or willful misconduct.

COVERAGE C. DEFENSE OF CERTAIN EXCLUDED OCCURRENCES

1. DEFENSES OF CERTAIN EXCLUDED OCCURRENCES COVERAGE AGREEMENT

For *suits* for injunctive or other equitable relief against a *named member* as to which VRSA would otherwise have owed a duty to defend under Coverage A but for the application of exclusion (A)(2)(j), VRSA will provide a defense limited to paying only the *costs of defense*.

But VRSA's obligation under this Coverage C to pay the *costs of defense* will not exceed the applicable limit of coverage described in SECTION III - LIMITS OF COVERAGE. When VRSA has used up the applicable limit of coverage in the payment of *costs of defense*, the defense of any *suits* being defended by VRSA under this Coverage C shall revert to and become the sole responsibility of the *named member*.

2. EXCLUSIONS

All exclusions to Coverage A shall apply to the coverage provided under this Coverage C except for exclusion (A)(2)(j).

COVERAGE D. LAND USE COVERAGE

The coverage provided under this Coverage D applies only to *claims* or *suits* based upon, arising out of, or in consequence of any *land use* issue, proceeding, or dispute, including, without limitation, any *land use* issue, proceeding, or dispute raising, addressing or involving civil rights *claims*, constitutional *claims*, the exercise of eminent domain, condemnation, inverse condemnation, dedication by adverse use, or adverse possession. To the extent that any such *claim* or *suit* would otherwise have been covered under Coverage A but for the application of exclusion (A)(2)(g) and/or exclusion (A)(2)(w) thereto, VRSA will provide coverage for such *claim* or *suit* under this Coverage D to the same extent that coverage under Coverage A would be available for such *claim* or *suit* disregarding exclusion (A)(2)(g) and exclusion (A)(2)(w), except that the applicable limits of coverage for all *claims* and *suits* under this Coverage D shall not be the limits of coverage applicable to Coverage A, but shall be the Land Use Coverage Limit shown in the declarations. Further, any *costs of defense* incurred in defending a *suit* under this Coverage D shall erode the applicable Land Use Coverage Limit, and VRSA's duty to defend and pay *costs of defense* under this Coverage D ends when VRSA has used up the applicable limit in the payment of judgments, settlements, or *costs of defense*, after which the defense of any *suits* being defended by VRSA under this Coverage D shall revert to and become the sole responsibility of the *named member*.

SECTION II - WHO IS COVERED - COVERAGES A, C AND D

The *first named member* and *named members* are covered under this coverage document subject to the terms, conditions, exclusions, and limits of liability thereof.

SECTION III - LIMITS OF COVERAGE

1. The limits shown in the declarations and the rules below fix the most VRSA will pay regardless of the number of:
 - a) *Named members*;
 - b) *Claims* made or *suits* brought; or
 - c) *Persons* or organizations making *claims* or bringing *suits*

2. The each *occurrence* limit shown in the declarations is the most VRSA will pay for the sum of *damages* under Coverage A and *medical and related expenses* under Coverage B arising out of any one *occurrence*.
3. Subject to 2. above, the Damages to Premises Rented to You limit shown in the declarations is the most VRSA will pay under Coverage A for *damages* because of *property damage* to premises rented to the *named member* arising out of any one *occurrence*.
4. Subject to 2. above, the Medical and Related Expense Limit shown in the declarations is the most VRSA will pay under Coverage B for all *medical and related expenses* because of *bodily injury* sustained by any one person. Incurred expenses do not include expenses covered or waived by other insurance.
5. The Defense of Certain Excluded Occurrences Limit shown in the declarations is the most VRSA will pay under Coverage C for the costs of *defense* for all *suits* combined as to which Coverage C applies during the coverage period.
6. The Land Use Coverage Limit shown in the declarations is the most VRSA will pay under Coverage D for the sum of *damages* and *costs of defense* arising out of all *occurrences* combined covered under Coverage D occurring during the coverage period.

SECTION IV - DEFINITIONS

All words or terms used in this coverage document which are italicized shall have the meaning set forth below:

1. *Automobile* means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. *Automobile* does not include *mobile equipment*.
2. *Bodily injury* means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
3. *Building codes* means laws and regulations setting forth standards for construction, maintenance, occupancy, use or appearance of buildings and dwelling units.
4. *Claim(s)* means an oral or written demand or notice received by the *named member* containing an allegation of *wrongful act(s)* committed by and seeking *damages* or other relief from the *named member*.
5. *Costs of defense* means for those *claims, suits, or occurrences* where VRSA owes or has agreed to provide a defense or has agreed to conduct an investigation, only reasonable and necessary costs and expenses which have been authorized, in advance, by VRSA for the defense or investigation of the *claim, suit, or occurrence*. *Costs of defense* does not include the costs and expenses attributable to any appeals, except where VRSA has consented to and authorized the appeal. *Costs of defense* also does not include any costs or expenses attributable to the *named member's* officers, employees, attorneys, agents or other representatives or any other expenses incurred or payable by the *named member* notwithstanding the *occurrence*.
6. *Coverage territory* means anywhere in the world if the *named member's* responsibility to pay *damages* is determined in a *suit* in the United States of America (including its territories and possessions), Puerto Rico or Canada.

7. *Covered contract* means an indemnification of a *named member* as required by ordinance, or that part of any contract or agreement pertaining to the *named member's* operations under which the *named member* assumes the tort liability of another to pay *damages* to a third person or organization, if the contract or agreement is made prior to the date of the *occurrence* giving rise to the *damages*. Mutual aid agreements made between public entities are *covered contracts*.
8. *Damages* means money *damages*.
9. *Emergency operations* means response activities associated with rescue and response to emergency incidents including fire suppression and emergency medical services.
10. *First named member* means the local political subdivision named in the declarations.
11. *Fungi* means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
12. *Incidental medical services* means professional medical services rendered or which should have been rendered to any person or persons (excepting employees of the *named member* injured in the course of his/her employment) by any duly qualified medical practitioner, except any physician licensed to practice medicine in the Commonwealth of Virginia or any other jurisdiction. However a physician licensed to practice medicine in the Commonwealth, who is employed by, or on contract with our member, is considered to be providing *incidental medical services* so long as he/she is acting in an advisory capacity and is not performing any actual practice of medicine upon persons. *Incidental medical services* shall also mean the activities of an employee or volunteer while working on behalf of the *named member's* emergency unit or organization. *Incidental medical services* shall also include the activities of nursing or medical student teachers and interns while working on behalf of the school system.
13. *Land use* shall mean the *named member's* ability to regulate, restrict or otherwise affect the use or value of real property under its zoning and subdivision ordinances or other authority.
14. *Loading or unloading* means the handling of property:
 - a) After it is moved from the place where it is accepted for movement into or onto an aircraft or *automobile*;
 - b) While it is in or on an aircraft or *automobile*; or
 - c) While it is being moved from an aircraft or auto to the place where it is finally delivered; but *loading or unloading* does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft or *automobile*.
15. *Medical and related expenses* means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, necessary ambulance, hospital, professional nursing and funeral services, and replacement or repair of damaged eyeglasses or clothing.
16. *Medical services* means professional services, acts, or omissions of a licensed physician.
17. *Mobile equipment* means any of the following types of land vehicles including any attached machinery or equipment:
 - a) Bulldozers; farm machinery; forklifts and other vehicles designed for use principally off public roads;
 - b) Vehicles maintained for use solely on or next to premises you rent;
 - c) Vehicles that travel on crawler treads;

- d) Vehicles, whether self propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills;
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e) Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f) Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street Cleaning
 - (2) Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
 - (3) Air Compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

18. *Named member* means the *first named member* and each of the following, but, only for acts within the scope of their duties for the *first named member*:
- a) Members of the *first named member’s* governing board;
 - b) The *first named member’s* local social services board, local library board, planning commission, board of zoning appeals, and their employees;
 - c) Other boards or commissions and their members when such boards or commissions are created by the *first named member*, serve only the *first named member* and no other entity in an advisory capacity only, and any employees connected therewith are the *first named member’s* employees
 - d) Employees of the *first named member*; and
 - e) Volunteers authorized and supervised by the *first named member*, except that no volunteer is a *named member* for professional services provided by or on behalf of the volunteer.
 - f) Student teachers teaching as part of their educational requirements in a school operated by the *first named member*.
 - g) Students participating in school sponsored and approved vocational and internship programs.

However, the following are not *named members* under any circumstance: (a) constitutional officers or employees of a constitutional officer; and (b) separately chartered volunteer fire and rescue squads.

19. *Occurrence* means a *wrongful act* or a series of related *wrongful acts*. A charge of employment discrimination filed with the federal Equal Employment Opportunity Commission or similar federal, state or local agency shall be deemed to be an *occurrence* alleging *damages*.

20. *Personal injury* means injury other than *bodily injury* and includes mental anguish, shock, mental injury, discrimination or humiliation, arising out of one or more of the following offenses:
- False arrest, detention, imprisonment, or malicious prosecution;
 - The publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
 - Wrongful entry or eviction, or other invasion of the right of private occupancy;
 - Assault or battery;
 - Infringement of copyright, title or slogan;
 - False or improper service of process; or violation of property rights.
21. *Pollutants* means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. *Pollutants* include Perfluoroalkyl And Polyfluoroalkyl substances.
22. *Products-completed operation hazard* includes all *bodily injury* and *property damage* occurring away from premises you own or rent and arising out of *your product* or *your work* except:
- Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned.

Your work will be deemed completed at the earliest of the following times:

- When all the work called for in your contract has been completed.
- When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- When that part of the work at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair, replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include *bodily injury* or *property damage* arising out of:

- The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the *loading or unloading* of it; or
- The existence of tools, uninstalled equipment or abandoned or unused materials.

23. *Property damage* means:
- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
24. *Public school system* shall mean any primary or secondary, vocational or special education school, training facility or educational program operated by one or more Virginia local governments.
25. *Suit* means a civil proceeding in which *damages* to which this coverage applies are alleged. *Suit* includes an arbitration proceeding alleging such *damages* to which the *named member* must submit. *Suit* does not mean any criminal proceeding against any *named member* unless *damages* are also alleged in that proceeding.

26. *Training operations* means activities designed to improve work procedures. These activities must be at the direction of the member, and for the benefit of the member.
27. *Volunteer* means a person who is not the *named member's* employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. However, professional physicians, engineers, dentists, architects, building contractors, attorneys and other professionals who would be required to have error and omissions coverage or medical malpractice coverage in their said professions are not considered volunteers while offering these same professional services free of charge.
28. *Wrongful act* means any actual or alleged error, statement, act, omission, offense, neglect, accident, or violation. Violation includes violation of any rights, immunities, or privileges secured by the Constitution and Laws of the United States of America. *Wrongful Act* includes *bodily injury*, *personal injury* and *property damage*.
29. *Your product* means:
- a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - i) The *named member*;
 - ii) Others trading under the *named member's* name; or
A person or organization whose business or assets the *named member* has acquired.
 - b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
Your product includes warranties or representations made at any time with respect to the fitness, quality, durability, use or performance of *your product* and the providing of or failure to provide warnings or instructions. *Your product* does not include vending machines or other property rented to or located for the use of others but not sold.
30. *Your work* means:
- a) Work or operations performed by the *named member* or on the *named member's* 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.

SECTION V - SUPPLEMENTARY PAYMENTS - COVERAGE A

VRSA will pay, with respect to any *claim* VRSA investigates or settles, or any *suit* against a *named member* VRSA defends:

1. All expenses VRSA incurs.
2. Up to \$250 for the cost of bail bonds required because of accidents or traffic law violations arising out of use of any vehicle to which the *bodily injury* liability coverage applies. VRSA does not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. VRSA does not have to furnish these bonds.

4. All reasonable expenses incurred by the *named member* at VRSA's request, to assist it 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.
5. All costs taxed against the *named member* in the *suit*.
6. Prejudgment interest awarded against the *named member* on that part of the judgment VRSA pays. If VRSA makes an offer to pay the applicable limit of coverage, VRSA will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before VRSA has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limits of coverage.

These payments will not reduce the LIMITS OF COVERAGE.

SECTION VI - CONDITIONS

1. NAMED MEMBER'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

- a) In the event of an *occurrence*, *claim* or *suit*, notice containing particulars sufficient to identify the *named member* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *named member* to VRSA or any of its authorized agents as soon as practicable. The *named member* shall promptly take, at its own expense, all reasonable steps to prevent *damages* from arising out of the same or similar conditions; provided that:
 - i) A failure to take such preventative measures shall not constitute a breach of this condition unless VRSA has requested the *named member* in writing to undertake such preventative measures; and
 - ii) Such expense shall not be recoverable under this coverage document.

Notice of *damages* or injury is not notice of a *claim*.

- b) If a *claim* is made or *suit* is brought against the *named member*, the *named member* shall immediately forward to VRSA every demand, notice, summons or other process received by him or his representative.
- c) The *named member* shall cooperate with VRSA and, upon VRSA's request, assist in making settlements, assist in the conduct of *suits* and assist in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *named member* because of *damages* for which coverage is afforded under this covenant; and the *named member* shall attend hearings and trials and assist in securing and getting evidence and obtaining the attendance of witnesses. The *named member* shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

2. LEGAL ACTION AGAINST VRSA

No person or organization shall have a right under this coverage document:

- a) To join VRSA as a party or otherwise bring VRSA into a *suit* asking for damages from a member; or
- b) To sue VRSA on this coverage document unless all of its terms have been fully complied with.

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

3. OTHER INSURANCE

If other valid and collectible insurance is available to the *named member* for a loss covered under Coverage A of this Coverage Part, our obligations are limited as follows:

- a) Primary insurance-this insurance is primary. VRSA's obligations are not affected unless any other insurance is primary. Then VRSA will share with all other insurance by the method described in b.
- b) Method of Sharing-if all other insurance permits contribution by equal shares, VRSA will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- c) If any of the other insurance does not permit contribution by equal shares, VRSA will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

4. CANCELLATION

- a) The *first named member* may cancel this coverage by mailing or delivering to VRSA advance written notice of cancellation as provided in the Member Agreement.
- b) VRSA may cancel this coverage by mailing or delivering to the *first named member* shown in the declarations written notice of cancellation at least:
 - i) 10 days before the effective date of cancellation if VRSA cancels for nonpayment of contribution, or
 - ii) 45 days before the effective date for cancellation for any other reason.
- c) VRSA will mail or deliver notice of cancellation to the *first named member's* last known address.
- d) Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.
- e) If the coverage is cancelled whether by the *named member* or by VRSA, the *named member* will not be entitled to a contribution refund. The cancellation will be effective even if VRSA has not made or offered a refund.
- f) If notice is mailed, proof of mailing will be sufficient proof of notice.

5. CHANGES

This coverage document and the Member Agreement contain all the agreements between the *named member* and VRSA concerning the coverage afforded. To the degree, however, that a conflict exists between this document and the Member Agreement signed by the Association and *named member*, the Member Agreement controls. The *named member* is authorized to make changes in the terms of this coverage only with VRSA's consent. This coverage document's terms can only be

amended or waived by endorsement issued by VRSA and made a part of this document.

6. INSPECTIONS AND SURVEYS

VRSA has the right but is not obligated to:

- a) Make inspections and surveys at any time;
- b) Give the *named member* reports on the conditions VRSA finds; and
- c) Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the contributions to be charged. VRSA does not warrant that conditions:

- a) Are safe or healthful; or
- b) Comply with laws, regulations, codes or standards.

This condition applies not only to VRSA, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on VRSA's behalf.

7. CONTRIBUTIONS

The *first named member*:

- a) Is responsible for the payment of all contributions;
- b) In the event the *first named member* elects to exercise the option permitting payment of the total contribution by periodic installments, the *named member* remains liable to VRSA for any unpaid balance thereof notwithstanding cancellation by either the member or VRSA during annual coverage period; and
- c) Will be the payee for any return contributions VRSA pays.

8. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THE COVERAGE DOCUMENT

Your rights and duties under this coverage document may not be transferred without VRSA's written consent.

9. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO VRSA

If the *named member* has rights to recover all or part of any payment VRSA has made under this coverage document, those rights are transferred to VRSA. The *named member* must do nothing after the loss to impair those rights of recovery. At VRSA's request, the *named member* will bring *suit* or transfer those rights to VRSA and help VRSA enforce them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

LOCAL GOVERNMENT LIABILITY PART

SCHEDULE

| Coverage | Limit Of Insurance | Each Employee Deductible | Premium |
|--|----------------------------|--------------------------|-------------|
| Employee Benefits Programs | \$ 1,000,000 Each Employee | \$ | \$ Included |
| | \$ 2,000,000 Aggregate | | |
| Retroactive Date: | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | |

A. The following is added to Section I – Coverages:

Coverage – Employee Benefits Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:
 - (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
 - (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
 - (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
 - (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverage A is replaced by Supplementary Payments – Coverages A and Employee Benefits Liability.
2. Paragraphs 2. of the Supplementary Payments provision does not apply.

- C. For the purposes of the coverage provided by this endorsement, the following are added to Section II – Who Is Covered:

1. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Coverage** is replaced by the following:

1. Limits Of Coverage

- a. The Limits Of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions; negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The limits of insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim";

apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions 1. and 3. of **Section VI – Local Government Liability Conditions** are replaced by the following:
- 1. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

3. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar section in that Coverage Part:

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if a "triggering event" takes effect.

However, we will not offer an Extended Reporting Period if cancellation or nonrenewal of this endorsement is due to nonpayment of premium, failure to comply with terms or conditions of the Policy, or fraud.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the date a "triggering event" takes effect but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled by us, except for fraud. The premium for the Extended Reporting Period Endorsement will be deemed to be fully earned when the endorsement takes effect.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the date a "triggering event" takes effect. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and

- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limit Of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
5. "Triggering event" means:
 - a. This endorsement is canceled or not renewed; or
 - b. With respect to this endorsement, any of the following occurs during the policy period or upon renewal:
 - (1) The Retroactive Date is changed such that it is later than the date shown in the Schedule of this endorsement; or
 - (2) This endorsement no longer applies to an act, error or omission on a claims-made basis.
- H. For the purposes of the coverage provided by this endorsement,
 1. Definition **25.** in the **Definitions** Section is replaced by the following:

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
 2. The definition of "Employee is added:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT LGL 16

- A.** Paragraph **C.2.** of the Employee Benefits Liability Coverage Endorsement is replaced by the following:
 - 2.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if no other similar insurance applies to that organization. However:
 - a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b.** Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- B.** Paragraph **F.1.** of the Employee Benefits Liability Coverage Endorsement is replaced by the following:
 - EXTENDED REPORTING PERIOD**
 - 1.** You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a.** The policy to which this endorsement is attached is canceled or not renewed; or
 - b.** We renew or replace this endorsement with insurance that:
 - (1)** Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2)** Does not apply to an act, error or omission on a claims-made basis; or
 - c.** The coverage provided by this endorsement is terminated.

GRIEVANCE PROCEDURES – ATTORNEY FEES

This endorsement changes the coverage document.
Please read it carefully.

LOCAL GOVERNMENT LIABILITY COVERAGE PART

In consideration of a premium charge of \$0, VRSA will select and pay an attorney to ensure that the member's employee grievance procedure is properly followed when the member initiates an employment action against one of its employees. VRSA shall have the right to select the attorney under this endorsement.

The aggregate limit for this coverage is \$25,000.00.

This coverage is not subject to a deductible.

KIDNAP & RANSOM COVERAGE

This endorsement changes the coverage document provided.
Please read it carefully.

LOCAL GOVERNMENT LIABILITY COVERAGE

SECTION I – COVERAGE

In consideration of a premium charge of \$0, this policy is extended to provide crisis intervention services when a **Event** occurs.

VRSA will pay for the following services when a **Kidnapping, Unlawful Detention or Hijacking** occurs to an **Insured Person** during the policy period:

- a. Media specialist to handle external communications with electronic, print, television and radio media for up to 1 month post **Event**;
- b. Costs of communications equipment, recording equipment and advertising incurred solely and directly to obtain the release of a **Kidnapped or Detained or Hijacked Insured Person**;
- c. Costs, fees and expenses of temporary security measures solely and directly for the purpose of protecting an **Insured Person(s)** where a threatened or actual **Kidnapping, Unlawful Detention or Hijacking** of an **Insured Person** has occurred;
- d. Fees and expenses of independent forensic analysts engaged to assist in the release of an **Insured Person**;
- e. Money paid as the result of an **Extortion** to secure the release of an **Insured person**.
- f. Fees and expenses of an experienced negotiator to secure the release of an **Insured Person**;
- g. Costs of travel and accommodation incurred by the member or the **Insured Person**;
- h. Fees for related independent counseling services for the **Insured Person**;
- i. Reward paid to an informant to assist in the release of an **Insured Person**;
- j. Repatriation cost

SECTION II – DEFINITIONS

EVENT is defined as a threatened or actual act of **Extortion, Kidnapping, Unlawful Detention or Hijacking** of an **Insured Person** which has occurred while on member property or at an approved member sponsored event.

EXTORTION is the making of illegal threats either directly or indirectly to an **Insured Person** to:

- a. kill, injure, or abduct an **Insured Person**; or
 - b. pollute, cause physical damage or loss to Property;
- by persons who then demand a Ransom as a condition of not carrying out such threats.

HIJACK is the attempted or actual illegal holding under duress of an **Insured Person** for a period in excess of six hours whilst traveling in or on any aircraft, motor vehicles, railroad train, or waterborne vessel or any other form of public or private transport while on member business or on an approved member trip.

INSURED PERSON shall be:

- a. parent or relative or legal guardian while acting as an approved chaperone for a student school trip;
- b. an approved exchange student; or the guardian of a school approved exchange student while engaged in an approved school activity
- c. a permissive guest or customer of the Member while on the member premises or on board any vehicle, aircraft or waterborne vessel owned or leased by the member or an **Insured Person**;
- d. a person who is temporarily employed for the sole purpose of negotiation and/or delivering ransom;
- e. all board members, administrators, employees, students, parents, family members, volunteers and alumni while attending or participating in an activity organized by the member;
- f. members of the board;
- g. students of a member school system

KIDNAP is the actual, alleged, or attempted taking, and holding captive of one or more **Insured Persons** against his/her/their will by persons who demand or intend to demand specifically from assets of **Insured Person** or member, a ransom as a condition of the release of such captive.

UNLAWFUL DETENTION is illegal detention of an **Insured Person** on member property for a period of six (6) hours or more.

SECTION III – CONDITIONS

When an **EVENT** has occurred, or is believed to have occurred, the member shall:

- a. inform VRSA and provide whatever information is required as soon as is practicable as well as the appropriate authorities responsible for law enforcement in the territory where a **EVENT** has occurred, or is as believed to have occurred, or where the ransom demand has been made.
- b. Before agreeing to the payment of any ransom, make every reasonable effort to:
 1. determine that the **EVENT** has actually occurred and is not a hoax,
 2. ensure that a senior official of the member agrees to the payment of the ransom
- c. When requesting the reimbursement hereunder of a ransom, be able to demonstrate that such ransom has been surrendered under duress.

SECTION IV – EXCLUSIONS

VRSA shall not owe for:

1. The surrender of a ransom either at the location where the **Kidnap** of one or more **Insured Person(s)** occurs or where the **Extortion** is first made, unless brought to such location after receipt of the ransom demand for the sole purpose of paying such ransom demand.
2. The **Kidnap, Extortion, or Hijack** if the loss is the result of a fraudulent, or criminal act of the member, a director, officer, employee or agent of the member, or an **Insured Person** or agent thereof, whether acting alone or in collusion with others and sanctioned by the member.
3. A detention which lasts for a period of less than six (6) hours.
4. The actual or alleged **Kidnapping Unlawful Detention, Extortion, or Hijacking** by a custodial parent.

SECTION V – LIMITS OF LIABILITY

This coverage is subject to a \$1,000,000 per member, per year aggregate limit of liability. The deductible as noted on the Local Government Declarations page will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOCAL GOVERNMENT LIABILITY COVERAGE PART

The following words and phrases as utilized in any form or endorsement of the LOCAL GOVERNMENT LIABILITY COVERAGE PART of this Coverage Document shall have the meaning attributed below:

| <u>Printed Words or Phrases</u> | <u>Substituted Words or Phrases</u> |
|---------------------------------|-------------------------------------|
| Policy | Coverage Document |
| Insurance | Coverage |
| Company | Pool |
| Insured (noun) | Covered Person |
| Insured (verb) | Covered |
| Insure | Cover |
| Named Insured | Named Member |
| Premium(s) | Contribution(s) |

Terrorism Sublimit

This coverage does not apply to any claims or suits arising directly or indirectly out of, caused by, or resulting from any "act of terrorism", as described in paragraphs 1., 2. and 3. below. Such loss or damage is excluded regardless of (i) any other cause or event contributing to such loss or damage in any way or at any time, or (ii) whether such loss or damage is accidental or intentional.

1. Any "act of terrorism", as described in paragraphs 2. and 3. below.
2. "Act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. It shall also mean any event that is certified as an act of terrorism under the Terrorism Risk Insurance Act of 2022, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 or any subsequent reauthorizations.
3. An "act of terrorism" is a loss attributable to:
 - a. All actual or threatened loss or damage to persons or property, whether tangible (including all consequential loss or damage of any type) arising through any means whatsoever; or
 - b. The intentional use, release or escape of nuclear materials that directly results in nuclear reaction or nuclear radiation or radioactive contamination; or
 - c. The intentional dispersal or application of pathogenic biological materials or poisonous chemical materials; or
 - d. The release of pathogenic biological materials or poisonous chemical materials where one purpose of the Act of Terrorism was the intentional release of such materials.

However, this coverage shall apply to 1. 2. and 3. in an amount not to exceed \$1,000,000 per occurrence subject to a \$1,000,000 annual aggregate including defense costs. Furthermore, this coverage is subject to a \$3,000,000 annual aggregate for VRSA including defense costs. Should more than three members be affected in any one policy year, and the total loss exceeds \$3,000,000, then the \$3,000,000 aggregate limit will be pro-rated.

This exclusion shall not be construed to apply to loss occasioned by riots, strikes, civil commotion, vandalism or malicious damage as those terms have been interpreted by United States Courts to apply to insurance policies.

VIOLENT ACTS ENDORSEMENT (07 13)

This Violent Acts Endorsement changes the Local Government Liability Coverage. Please read it carefully.

Italicized words in this Endorsement have the meaning set out in the definitions below, or are defined in the Local Government Liability Coverage, except that: (1) for purposes of the *crisis expense* coverage provided under this Endorsement, the term *bodily injury* means bodily injury, sickness, shock, fright, mental injury or anguish, emotional distress or disability sustained by a *victim*, including death resulting from any of these at any time; and (2) for the sole purpose of applying the exclusions to the Local Government Liability Coverage (whether set out in Section I(A)(2) (Exclusions) thereof or by endorsement) to the *crisis expense* coverage provided under this Endorsement, the term *damages* defined in Section IV(8) of the Local Government Liability Coverage shall mean *crisis expenses*.

SECTION I. COVERAGE AGREEMENT & LIMITS

1. VRSA will reimburse the *first named member* for reasonable and necessary *crisis expenses* incurred by the *first named member* because of a *violent act* at the *first named member's facilities* which takes place during the coverage period and to which this insurance applies.

2. Regardless of the number of *violent acts* taking place during the coverage period, or the number of *victims* or *named members* impacted by one or more *violent acts* taking place during the coverage period, or the amount of *crisis expenses* incurred by the *first named member*, \$1,000,000 is the most VRSA will reimburse to the *first named member* for all *crisis expenses* incurred by the *first named member* because of all *violent acts* which take place during the coverage period. Such limit is subject to and reduced by any deductible applicable to the *first named member* for Local Government Liability Coverage.

SECTION II. EXCLUSIONS

Each of the exclusions to the Local Government Liability Coverage (whether set out in Section I(A)(2) (Exclusions) thereof or by endorsement) apply to the coverage for *crisis expenses* provided through this Endorsement, except that exclusions I(A)(2)(a) and I(A)(2)(b) of the Local Government Liability Coverage shall not apply to the coverage for *crisis expenses* provided through this Endorsement. In addition, the following exclusion shall also apply to the coverage for *crisis expenses* provided through this Endorsement:

VRSA will not pay for any *crisis expenses* arising directly or indirectly out of, or which the *first named member* is obligated to pay under or because of the *first named member's* employee benefits plan or plans (including, but not limited to, health, life, disability, and employee assistance plans).

SECTION III. DEFINITIONS

1. *Crisis expenses* means:

A. Crisis management services expenses the *first named member* incurs for services provided by *crisis management service providers* if they are provided within thirty (30) days of the *violent act*. This does not include any costs relating to physical improvements or alterations to the *first named members' facilities*, or the costs of such improvements or alterations or replacement of real or personal property. However, subject to the annual aggregate limit stated in Section I(2) above, and any applicable deductible, we will pay up to \$25,000 (maximum per coverage period, regardless of the number of *violent acts* during the coverage period) following a *violent act* which takes place during the coverage period for equipment or property improvements that are not covered by other insurance and that relate directly to the security of *facilities* and that may assist in prevention or mitigation of future *violent acts*.

B. Travel expenses for natural or adoptive parents, legal guardians, spouse, or child of a *victim* to the location where the *violent act* occurred: Travel expenses will include coach air transportation and/or ground transportation and standard class hotel accommodations.

The following items are not *crisis expenses* under any circumstances: (1) salaries, wages or any other employment related expenses of any *named member* or (2) salaries, wages, or any other employment related expense of any state or federal government employee unless a *named member* is legally liable for such payment.

2. *Crisis management service providers* means persons, other than the *named members' employees*, who are engaged by the *first named member* to, and are qualified to: (A) provide mental health counseling to *victims* after a *violent act*; or (B) to provide public relations and communications services to the *first named member* in direct response to a *violent act*.

3. *Facilities* means: Any building, facility or other real property, including adjoining ways, which the *first named member* owns, rents or leases, and is used at the time of the *violent act* as a place to conduct operations of the *first named member*.

Facilities do not include buildings, facilities, or other real property owned, rented or leased for activities that are under the management and direction of others. *Facilities* also do not include any vehicles.

4. *Violent act* means a violent act resulting in death or grave physical injury to *victim(s)*, which takes place on *facilities*, and which is reasonably believed by the *first named member* to have been intended to cause and results in *bodily injury*. In the event of sequence or series of related violent acts, the *violent act* will be deemed to have taken place at the time the first violent act began. Continuous or repeated exposure to substantially the same event regardless of how many *victims* by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one *violent act*.

5. *Victim(s)* means the *named members'* employee(s), including full-time, part-time and temporary employees of the *named member*. It also includes any person visiting *facilities* for purposes related to the first named member's operations, and volunteers, in whose presence a *violent act* takes place. *Victim(s)* does not include any independent contractors or subcontracted personnel working on *facilities*. *Victim(s)* also does not include any persons(s) who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any *violent act*.

SECTION IV. CONDITIONS

In addition to the Conditions (Section VI) of the Local Government Liability Coverage, the following condition applies to the coverage provided under this Endorsement.

To be covered under this Endorsement, a *violent act* must be reported to VRSA within 10 days of the *named member* receiving notice thereof.

SCHOOL VIOLENT ACTS ENDORSEMENT (07 13)

This School Violent Acts Endorsement changes the Local Government Liability Coverage. Please read it carefully.

Italicized words in this Endorsement have the meaning set out in the definitions below, or are defined in the Local Government Liability Coverage, except that: (1) for purposes of the *crisis expense* coverage provided under this Endorsement, the term *bodily injury* means bodily injury, sickness, shock, fright, mental injury or anguish, emotional distress or disability sustained by a *victim*, including death resulting from any of these at any time; and (2) for the sole purpose of applying the exclusions to the Local Government Liability Coverage (whether set out in Section I(A)(2) (Exclusions) thereof or by endorsement) to the *crisis expense* coverage provided under this Endorsement, the term *damages* defined in Section IV(8) of the Local Government Liability Coverage shall mean *crisis expenses*.

SECTION I. COVERAGE AGREEMENT & LIMITS

1. VRSA will reimburse the *first named member* for reasonable and necessary *crisis expenses* incurred by the *first named member* because of a *school violent act* at the *first named member's facilities* which takes place during the coverage period and to which this insurance applies.

2. Regardless of the number of *school violent acts* taking place during the coverage period, or the number of *victims* or *first named members* impacted by of one or more *school violent acts* taking place during the coverage period, or the amount of *crisis expenses* incurred by the *first named member*, 1,000,000 is the most VRSA will reimburse to the *first named member* for all *crisis expenses* incurred by the *first named member* because of all *school violent acts* which take place during the coverage period. Such limit is subject to and reduced by any deductible applicable to the *first named member* for Local Government Liability Coverage.

SECTION II. EXCLUSIONS

Each of the exclusions to the Local Government Liability Coverage (whether set out in Section I(A)(2) (Exclusions) thereof or by endorsement) apply to the coverage for *crisis expenses* provided through this Endorsement, except that exclusions I(A)(2)(a) and I(A)(2)(b) of the Local Government Liability Coverage shall not apply to the coverage for *crisis expenses* provided through this Endorsement. In addition, the following exclusion shall also apply to the coverage for *crisis expenses* provided through this Endorsement:

VRSA will not pay for any *crisis expenses* arising directly or indirectly out of, or which the *first named member* is obligated to pay under or because of the *first named member's* employee benefits plan or plans (including, but not limited to, health, life, disability, and employee assistance plans).

VRSA will not pay for any *crisis expenses* arising directly or indirectly out of any threatened or actual act of *extortion, kidnapping, unlawful detention or hijacking*.

SECTION III. DEFINITIONS

1. *Crisis expenses* means:

A. Crisis management services expenses the *first named member* incurs for services provided by a *crisis management service providers*, provided such services are: (1) consistent with and authorized under the *first named members' emergency response plan* after and in response to a *school violent act*; and (2) are provided within thirty (30) days of the *school violent act*. This does not include any costs relating to physical improvements or alterations to the *first named members' facilities*, or the costs of such improvements or alterations or replacement of real or personal property. However, subject to the annual aggregate limit stated in Section I(2) above, and any applicable deductible, we will pay up to \$25,000 (maximum per coverage period, regardless of the number of *school violent acts* during the coverage period) following a *school violent act* which takes place during the coverage period for equipment or property improvements that are not covered by other insurance and that relate directly to the security of *facilities* and that may assist in prevention or mitigation of future *school violent acts*.

B. Travel expenses for natural or adoptive parents, legal guardians, spouse, or child of a *victim* to the location where the *school violent act* occurred:

- i. Provided the *school violent act* took place on a school-sponsored field trip; or
- ii. If the *victim* was part of a school sponsored student or teacher exchange program.

Travel expenses will include coach air transportation and/or ground transportation and standard class hotel accommodations.

The following items are not *crisis expenses* under any circumstances: salaries, wages or any other employment related expenses of any state or federal government employee unless *first named member* is legally liable for such payment.

2. *Crisis management service providers* means persons, other than the *first named members' employees* who are engaged by the *first named member* to, and are qualified to: (A) provide mental health counseling to *victims* after a *school violent act*; or (B) to provide public relations and communications services to the *first named member* in direct response to a *school violent act*.

3. *Emergency response plan* is a formal written school safety and crisis response manual adopted by the *first named member* in accordance with Virginia Code § 22.1-279.8 that details the *first named members' policies* and procedures in the event of a *school violent act*.

4. Extortion is the making of illegal threats either directly or indirectly to a *victim* to:

a. kill, injure, or abduct a victim; or
b. pollute, cause physical damage or loss to property;
by persons who then demand a ransom as a condition of not carrying out such threats.

5. *Facilities* means:

A. Any building, facility or other real property, including adjoining ways, which the *first named member* owns, rents or leases, and is used at the time of the *school violent act* as a place to conduct education, including administration, maintenance and recreational facilities supporting education, or is used for school authorized after-school or extracurricular activities for students;

B. Temporary locations that are visited as official school sponsored field trips;

C. Temporary locations used for Parent Teacher Organization, Parent Teacher Association, or Parent Teacher Council sponsored special events; and

D. School buses or other vehicles used in the transportation of students owned or leased by the *first named member* (or which is owned or leased by the *first named members'* school system).

Facilities do not include buildings, facilities, or other real property owned, rented or leased for activities that are under the management and direction of others; or locations for events independently organized by students. *Facilities* also do not include any other vehicles.

6. *Hijack* is the attempted or actual illegal holding under duress of a *victim* for a period in excess of six hours whilst traveling in or on any aircraft, motor vehicles, railroad train, or waterborne vessel or any other form of public or private transport while on school business or on an approved school trip.

7. *Kidnap* is the actual, alleged, or attempted taking, and holding captive or one or more *victims* against his/her/their will by persons who demand or intend to demand specifically from assets of the *victim(s)* or named insured, a ransom as a condition of the release of such captive.

8. *School violent act* means a violent act resulting in death or grave physical injury to *victim(s)*, which takes place on *facilities*, and which is reasonably believed by the *first named member* to have been intended to cause and results in *bodily injury*. In the event of sequence or series of related violent acts, the *school violent act* will be deemed to have taken place at the time the first violent act began. Continuous or repeated exposure to substantially the same event regardless of how many *victims* by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one *school violent act*.

9. *Unlawful Detention* is illegal detention of a *victim* on school property for a period of six (6) hours or more.

10. *Victim(s)* means the *first named members'* students including students attending the *first named members'* school as part of a school sponsored exchange program, parents or legal guardians of such students, or employee(s), including full-time, part-time and temporary employees of the *first named member*. It also includes any person visiting *facilities* for purposes related to students' education including, but not limited to, student teachers, substitute teachers, guest speakers, and volunteers, in whose presence a *school violent act* takes place. *Victim(s)* does not include any independent contractors or subcontracted personnel working on *facilities*. *Victim(s)* also does not include any persons(s) who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any *school violent act*.

SECTION IV. CONDITIONS

In addition to the Conditions (Section VI) of the Local Government Liability Coverage, the following condition applies to the coverage provided under this Endorsement.

To be covered under this Endorsement, a *school violent act* must be reported to VRSA within 10 days of the *first named member* receiving notice thereof.



P.O. Box 3239, Glen Allen, VA 23058

1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

**PROPERTY COVERAGE PART RENEWAL DECLARATIONS
AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW**

Named Member: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Coverage Period: 7/1/2023 to 7/1/2024 **Policy Number:** P-2023-2024-VRSA-0497-1

Member Type: School

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

DESCRIPTION OF PREMISES: Per Statement of Values on file with the Pool.

| COVERAGES PROVIDED | LIMIT OF COVERAGE | DEDUCTIBLE | SHARED AGGREGATE LIMIT | COVERED CAUSES OF LOSSES |
|--|-------------------|------------|----------------------------------|--------------------------|
| Blanket Real & Personal Property Replacement Cost, Agreed Amount | \$499,829,742 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Accounts Receivable | \$50,000 | \$250 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Off Premises Power PD/Utility Interruption | \$500,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Off Premises BI/Utility Interruption | \$500,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Increased Cost of Construction | \$5,000,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Demolition | \$5,000,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Flood (Zones B, C & X only) | \$100,000,000 | \$25,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Extra Expense | \$10,000,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Proof Of Loss Costs | \$50,000 | \$5,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Business Interruption - Property | \$100,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Debris Removal | \$500,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Earthquake | \$100,000,000 | \$25,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Contingent Liability from Operation of Building Laws | \$5,000,000 | \$1,000 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
| Signs | \$45,000 | \$250 | See Shared Aggregate Endorsement | Comprehensive Risk Form |

| | | | | |
|--|-----------|-------|----------------------------------|-------------------------|
| Electronic Data Processing (incl. in blanket contents) | \$200,000 | \$500 | See Shared Aggregate Endorsement | Comprehensive Risk Form |
|--|-----------|-------|----------------------------------|-------------------------|

*CONTRIBUTION SHOWN IS PAYABLE: _____ \$289,183

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Cystal S. Aniffin

Authorized Signature

8/7/2023

Date

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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

A. Coverage

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

1. Covered Property

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

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the described premises.

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

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
The above does not apply to stored potable water that is lost due to a covered cause of loss.
- i. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- j. Retaining walls that are not part of a building;

k. Bulkheads, pilings, piers, wharves and docks where loss or damage caused by action of water or ice or impact of watercraft.

l. Underground pipes flues, drains, or transmission lines more than 1,000 feet from the premises of the named insured unless specifically scheduled;

m. Electronic data.

(1) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes program, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

(2) However, in the event that a peril listed below results from any of the matters described in the paragraph (1) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this policy directly caused by such listed peril:

- Fire
- Explosion

(3) Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows: Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any electronic data contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed \$1,000,000 (or \$25,000 for Computer Virus) any one loss, incurred by the named Insured in recreating, gathering and assembling of such electronic data. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such electronic data to the named insured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

- n. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data as well as all other electronic data. Refer to Coverage Extension for Valuable Papers and Records for limited coverage which may be available for valuable papers and records.
- o. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-Owned Detached Trailers.

p. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

- q. Offshore property, oilrigs, underground mines, caverns, or underground storage facilities and their contents. Railroad track is excluded unless values have been reported by the Insured.
- r. Underground mines, storage tanks, caverns or any property contained therein.

3. Covered Causes Of Loss

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

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2) and (3), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

- (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
- (e) Remove deposits of mud or earth from the grounds of the described premises;
- (f) Extract "pollutants" from land or water; or
- (g) remove, retore or replace polluted land or water.

(3) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage, except that we will pay up to an additional \$500,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property in the event such Limit of Insurance has been exhausted and after payment of any deductible.

b. Preservation Of Property

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

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

d. Ordinance or Law

This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

(1) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased cost to comply with enforcement of any ordinance or law that:

- (i) Requires the demolition of parts of the same building or structure not damaged by the Covered Cause of Loss;
- (ii) Regulates the construction or repair of building, or establishes zoning or land use requirements at the described premises; and
- (iii) Is in force at the time of loss,

This Additional Coverage only applies if the building or structure is repaired or rebuilt, and intended for similar occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

Additionally, if this Additional Coverage applies, we will pay for the cost to demolish and clear the site of undamaged parts of the building or structure caused by enforcement of the building, zoning or land use ordinance or law.

However, we will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which 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", "fungi", wet or dry rot or bacteria; or any costs associated with the enforcement of an ordinance or law which requires demolition, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants", "fungi", wet or dry rot or bacteria.

We will not pay for increased construction costs under this Additional Coverage:

- a. Until the property is actually repaired or replaced, at the same premises or elsewhere; and
- b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years.

(2) This coverage is limited to \$5,000,000 for

any one occurrence or the limit stated in the declarations as specifically applicable to this Extension. Vacant properties are limited to \$1,000,000.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the described premises.

Each of these Extensions is additional insurance unless otherwise indicated.

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

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

The most we will pay for loss or damage under this Extension is \$2,500,000 at each building, or such greater amount shown in the declarations as specifically applicable to this Extension.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iv) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 60 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is the blanket real and personal property limit shown on the declaration page. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers and Records

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost or damaged information on valuable papers and records including those records which exist on electronic or magnetic media. Valuable papers and

records include but are not limited to

proprietary information, books of account, drawings and card script, abstracts, drawings and card index systems for which duplicates do not exist.

- (2) If the Causes Of Loss – Comprehensive Risk Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$100,000 at each described premises, unless a higher limit is shown in the Declarations as specifically applicable to this Extension. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$1,000,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to loss or damage to your outdoor fences, radio and television antennas (including satellite dishes), and signs (other than signs attached to buildings), including debris removal expense, caused by or resulting from any Covered Cause of Loss.

The most we will pay for loss or damage under this Extension is \$1,000,000 per occurrence for specifically scheduled items, \$25,000 per occurrence for unscheduled items. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Landscaping, Tees, Sand Traps and Greens

You may extend the insurance provided by this Coverage Form to apply to loss or damage to your trees, shrubs, plants (other than "stock" of trees, shrubs or plants), tees, sand traps and greens, caused by and resulting from any Covered Cause of Loss.

The most we will pay under this extension is \$1,000 per tree, shrub or plant not to exceed more than \$100,000 per occurrence, and no more than \$1,000,000 per occurrence for tees, sand traps and greens, or such greater amount shown in the declarations as specifically applicable to this Extension. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence

g. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations as specifically applicable to this Extension.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

h. Unscheduled Building and Structures

You may extend the insurance provided by this Coverage Form to apply to your unscheduled buildings and structures you have owned or possessed more than 60 days. The most we will pay for loss or damage under this Extension is \$1,000,000 per occurrence. However we will not pay for outdoor fences, radio and television antennas, satellite dishes and unattached signs which are covered as unscheduled outdoor property. The unscheduled building and structures covered under this extension do not have to be within 1000 feet of scheduled premises.

i. Accounts Receivable

- (1) You may extend the insurance provided by this Coverage Form to cover a loss at the described premises for:
- (a) all amounts due from your customers that you are unable to collect
 - (b) interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts
 - (c) collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
 - (d) other reasonable expenses that you incur to re-establish your records of accounts receivable;
- that result from Covered Causes of Loss to your records of accounts receivable. The most we will pay under this Extension is \$100,000 per occurrence.

j. Fire Extinguisher Recharge Expense

You may extend the insurance provided by this Coverage Form to pay for the cost to recharge or refill any fire extinguishing equipment. We will also pay the cost you incur to clean up the released extinguishing agent. The most we will pay for a loss under this Extension is \$10,000 per occurrence.

k. Money, Securities and Stamps

You may extend the insurance provided by this Coverage Form to pay for the loss or damage to money, securities and stamps. The most we will pay for loss under this extension is \$25,000. However, each occurrence covered by this Extension is subject to a \$250 deductible.

l. Off Premises Power/Utility Services – Direct Damage

You may extend the insurance provided by this Coverage Form to apply to damage to Covered Property caused by the interruption of service to the described premises. The interruption must be the result of a “Covered Cause of Loss” to the following property, other than overhead power supply and communication transmission lines, not on the described premises.

- (1) water supply services, meaning pumping stations and water mains supplying water to the described premises
- (2) communication supply services, meaning Property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) communication transmission lines, including optic fiber transmission lines;
 - (b) coaxial cables
 - (c) microwave radio relays except satellites.
- (3) power supply services meaning utility generating plants, switching stations, substation, transformers and transmission lines supplying electricity, steam or gas to the described premises.

The most we will pay for loss or damage under this Extension is limited to the loss you sustain not to exceed \$100,000 per occurrence or the limit stated in the declarations as specifically applicable to this Extension. This Extension is subject to a pool wide maximum aggregate of \$5,000,000.

m. Off Premises Power/Utility Services- Time Element

You may extend the insurance provided by the Coverage Form to apply to a “suspension” of operations at the described premises caused by an interruption in utility services to that premise. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss in the form to the following property, other than overhead power supply and communication transmission lines, not on described premises:

- (1) water supply property, meaning the following types of property supplying water to the described premises:
 - a. pumping stations; and
 - b. water mains.
- (2) wastewater, removal property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

- (3) communications supply property, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as
 - a. communication transmission lines, including optic fiber transmission lines;
 - b. coaxial cables; and
 - c. microwave radio relays except satellites.

It does not include overhead transmission lines unless specifically scheduled.

- (4) power supply property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. utility generating plants;
- b. switching stations
- c. substations
- d. transformers; and
- e. transmission lines

It does not include overhead transmission lines unless specifically scheduled.

Coverage under this endorsement applies to loss sustained and expense incurred during the period of time that:

- (1) Begins at the time of interruption of utility service to the described premises, for Extra Expense (and for Business Income, if a Business Income waiting period does not apply); and
- (2) Ends when:
 - a. operations are fully resumed by any means; or
 - b. operations could be fully resumed with reasonable speed following restoration of utility service to the described premises;

Whichever comes first.

The period of restoration definition in the Coverage Form, or in any endorsement amending the coverage Form, does not apply to the coverage provided under this extension.

Coverage under this Extension does **not** apply to:

- (1) Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data.
- (2) Business Income loss or Extra Expense for members who generate power.

The most we will pay for loss or damage under this Extension is limited to the loss you sustain not to exceed \$100,000 per occurrence or the limit stated in the declarations as specifically applicable to this Extension. This Extension is subject to a pool wide maximum aggregate of \$5,000,000.

n. Claims Data Expense

You may extend the insurance provided by this Coverage Form to apply to the expense you incur in preparing claim data when we

require it. This includes the cost of taking inventories, making appraisals, and preparing other documentation to show the extent of loss.

The most we will pay for preparation of claim data under this Extension is \$25,000. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in the LOSS CONDITION – Appraisal.

o. Communications Equipment, Computers and Media

This coverage is extended to apply to direct loss or damage from any of the Covered Causes of Loss to communication equipment, computers, software and media you own, lease or rent from others, or for which you are legally responsible.

For the purposes of this Extension, communications equipment, computers, software and media includes:

- (1) telephone and telephone systems including peripheral switches and support equipment;
- (2) facsimile machines;
- (3) photostat machines;
- (4) photocopy machines;
- (5) radio and televisions equipment and video cassette recorders including antennas, satellite dishes, masts, towers and lead-in wiring all if permanently installed within 1000 feet of your premises;
- (6) emergency sirens/horns and traffic control override devices that are permanently installed or away from your premises;
- (7) computers, printers, scanners, modems and related peripheral equipment;
- (8) materials on which data is recorded such as magnetic tapes, discs, disk packs, drums, paper tapes, cards and programs as well as the data contained on any of these materials;
- (9) licensed software.

This coverage is subject to the Blanket Real and Personal Property limit of liability as stated on the declarations page.

B. Exclusions And Limitations

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

C. Limits Of Insurance

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

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

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

Example No. 1:

| | |
|-------------------------------|-----------|
| Deductible: | \$ 250 |
| Limit of Insurance – Bldg. 1: | \$ 60,000 |
| Limit of Insurance – Bldg. 2: | \$ 80,000 |
| Loss to Bldg. 1: | \$ 60,100 |
| Loss to Bldg. 2: | \$ 90,000 |

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

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

| |
|----------------------------------|
| \$ 60,100 |
| – 250 |
| <hr/> |
| \$ 59,850 Loss Payable – Bldg. 1 |

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

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

Example No. 2:

The Deductible and Limits of Insurance are the same as those in Example No. 1.

| | | | |
|--|----|-----------------|------------------|
| Loss to Bldg. 1: | \$ | 70,000 | |
| (exceeds Limit of Insurance plus Deductible) | | | |
| Loss to Bldg. 2: | \$ | 90,000 | |
| (exceeds Limit of Insurance plus Deductible) | | | |
| Loss Payable – Bldg. 1 | | <u>\$60,000</u> | |
| (Limit of Insurance) | | | |
| Loss Payable – Bldg. 2 | | <u>\$80,000</u> | |
| (Limit of Insurance) | | | |
| Total amount of loss payable: | | | <u>\$140,000</u> |

E. Loss Conditions

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

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

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

3. Duties In The Event Of Loss Or Damage

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

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

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

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

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

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

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

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;

- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b.** The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c.** We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d.** We will not pay you more than your financial interest in the Covered Property.
- e.** We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f.** We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g.** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will

pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and all other provisions of this Loss payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

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

6. Vacancy

Vacancy Provisions

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

- a.** We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (1) Vandalism;
 - (2) Sprinkler leakage, unless you have protected the system against freezing;
 - (3) Building glass breakage;
 - (4) Water damage;
 - (5) Theft; or
 - (6) Attempted theft
- b.** For a Covered Cause of Loss other than those listed in 6. a. above, for coverage to apply vacant buildings must be reported to VRSA as vacant within 60 consecutive days of vacancy and fire protection, security and alarm systems must be maintained. In the event you do not have and/or maintain fire protection, security and alarm systems at the vacant or unoccupied building(s) or have not provided notice to VRSA prior to the sixtieth (60th) consecutive day of vacancy, the maximum amount recoverable shall be the amount

reported on the schedule of values held on file with VRSA for that location.

Any Increased Cost of Construction coverage for such reported vacant building is sub-limited to \$1,000,000 per occurrence and shall be calculated as the increased cost of, and the additional period of time required for, repair or replacement caused by the enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs. In the event that a vacant building is slated for demolition, the maximum amount recoverable will be limited to emergency expenses, demolition and debris removal.

A building is considered vacant when:

- a) Such building does not contain adequate insured property to conduct customary business operations; or
- b) Such building is no longer used by you, a lessee or a sub-lessee to conduct customary business operations;
- c) 70% or more of its total square footage is "vacant";

7. Valuation

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

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

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

F. Additional Conditions

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

Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part 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 mortgageholder.

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

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

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

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

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- c. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made within two years after the loss or damage.
- d. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2), or (3), subject to e. below
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property: (a) of comparable material and quality; and (b) used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in d.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- e. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

3. Reproduction Cost

Buildings on the National Register of Historic Places may be covered at reproduction cost if coverage on this basis is indicated in the Statement of Values on file with us. If this option is elected, a pre-loss appraisal must be done to determine the cost to reproduce the building with same materials and specifications based on current prices.

H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Rental Value" means the:
 - (a) Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
 - (b) Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
 - (c) Fair rental value of any portion of the described premises which is occupied by you.
- 4. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
- 5. "Suspension" means:
 - (a) The slowdown or cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income including "Rental Value" applies.

BUSINESS INTERRUPTION (WITHOUT EXTRA EXPENSE) COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

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

A. Coverage

1. Business Interruption

Business Interruption means the:

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

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Interruption Including "Rental Value".
- (2) Business Interruption Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Interruption will include "Rental Value". If option (3) above is selected, the term Business Interruption will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Interruption you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Interruption Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1000 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 1000 feet of the building or within 1000 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

2. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

3. Additional Limitation – Interruption Of Computer Operations

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

4. Additional Coverages

a. Expenses To Reduce Loss

In the event of a covered loss of Business Interruption, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of Business Interruption. The total of our payment for Business Interruption loss and Expenses To Reduce Loss will not be more than the Business Interruption loss that would have been payable under this Coverage Form (after application of any Coinsurance penalty) if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Limit of Insurance.

The Coinsurance condition does not apply specifically to such Expenses To Reduce Loss, but it is used as described above to determine the total amount payable.

b. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

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

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

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

c. Alterations And New Buildings

We will pay for the actual loss of Business Interruption you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

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

d. Extended Business Interruption

(1) Business Interruption Other Than "Rental Value"

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

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

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

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

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a)** Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b)** Ends on the earlier of:

- (i)** The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or

- (ii)** 60 consecutive days after the date determined in **(2)(a)** above.

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

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

e. Interruption Of Computer Operations

(1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

(2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Interruption to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **A.3.c.** therein.

(3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

- (a)** If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

- (b)** If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.

- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

5. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Interruption Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

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

The Additional Condition, Coinsurance, does not apply to this Extension. B.Limits Of Insurance

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extended Business Interruption;
- 4. Expenses To Reduce Loss;
- 5. Rental Value; or
- 6. Interruption of Computer Operations.

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

B. Limit of Insurance

The most we will pay for loss in any one occurrence is the greater of \$100,000 or the applicable Limit Of Insurance shown in the Declarations. Coverage is subject to a pool wide maximum aggregate limit of \$100,000,000.

C. Loss Conditions

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

1. Appraisal

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

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

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

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

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

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

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

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

b. Resumption Of Operations

We will reduce the amount of your Business Interruption loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

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

4. Loss Payment

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

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

D. Definitions

- 1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Interruption in the Declarations.

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

- 2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Interruption Including "Rental Value" or "Rental Value" applies.
- 3. "Period of restoration" means the period of time that:
 - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

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

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) 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".

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

- 4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 5. "Rental Value" means Business Interruption that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which is the legal obligation of the tenant(s) but would otherwise be your obligations.
- 6. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Interruption Including "Rental Value" or "Rental Value" applies.

EXTRA EXPENSE COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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

A. Coverage

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at premises which are described in the Property Schedule (Statement of Values) and for which an Extra Expense Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- a. The portion of the building which you rent, lease or occupy; and
- b. The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- c. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

1. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

- a. Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- b. Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

2. Covered Causes Of Loss, Exclusions And Limitations

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

3. Additional Limitation – Interruption Of Computer Operations

a. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.

b. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled

equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

c. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

4. Additional Coverages

a. Alterations And New Buildings

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

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1000 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

b. Civil Authority

We will pay for the actual and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to three consecutive weeks from the date of that action.

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

Civil Authority Coverage will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end four consecutive weeks after the date of that action.

c. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations includes Collapse as set forth in that form.
 - (c) If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payments relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

(5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained after the end of the "period of restoration", even if the applicable Limit of Insurance stated in (4) above has not been exhausted.

5. Coverage Extension

You may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

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

We will charge you additional premium from the date you acquire the property.

This Extension is additional insurance.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is \$1,000,000 or such other amount shown in the Declarations as the Limit of Insurance for this coverage.

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

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Alterations and New Buildings; or
2. Civil Authority.
3. Interruption of Computer Operations.

C. Loss Conditions

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

1. Appraisal

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

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

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

2. Duties If You Incur Extra Expense

- a. You must see that the following are done if you incur Extra Expense:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

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

(6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(7) Cooperate with us in the investigation or settlement of the claim.

(8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

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

3. Loss Determination

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

(1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct

physical loss or damage had occurred. We will deduct from the total of such expenses:

(a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(2) Necessary expenses that reduce the Extra Expense otherwise incurred.

b. We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

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

4. Loss Payment

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

a. We reach agreement with you on the amount of loss; or

b. An appraisal award has been made.

D. Definitions

1. "Operations" means your business activities occurring at the described premises.

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

a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

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

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) 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".

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

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

4. "Suspension" means the slowdown or cessation of your business activities.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

B. CONTROL OF PROPERTY

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

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

C. INSURANCE UNDER TWO OR MORE COVERAGES

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

D. LEGAL ACTION AGAINST US

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

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

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

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

G. OTHER INSURANCE

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

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

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

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

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

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to you 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.** We will mail or deliver our notice to your last mailing address known to us.
- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
 - b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar.

However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The Appraisal Loss Condition is replaced by the following:

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will not be binding on either party.

Each party will:

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

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

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

C. Paragraph a.(1) of the Duties In The Event Of Loss Or Damage Loss Condition does not apply.

D. When insurance is provided under the:

Legal Liability Coverage Form or Mortgageholders Errors And Omissions Coverage Form.

The following is added and supersedes any other provisions to the contrary:

If we elect to cancel or not renew this policy, then:

1. We will mail or deliver a written notice of such action to you stating the reason, at least:
 - a. 15 days before the effective date of cancellation or the expiration date of this policy for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation or the expiration date of this policy for any other reason.
2. We will mail or deliver our notice to your last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail; proof of mailing will be sufficient proof of notice.

E. For insurance provided under the Commercial Property Coverage Part, if the Replacement Cost Optional Coverage is shown in the Commercial Property Coverage Part Declarations, the following provision applies and supersedes any provision to the contrary:

You may make an initial claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Replacement Cost Optional Coverage provides if you notify us of your intent to do so within 6 months of the later of the following dates:

1. The last date on which you received a payment for actual cash value; or

2. The date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

F. With respect to the coverage provided under the Legal Liability Coverage Form and under Coverage C – Mortgageholder's Liability of the Mortgageholders Errors And Omissions Coverage Form, the Newly Acquired Organizations Coverage Extension is replaced by the following:

NEWLY ACQUIRED ORGANIZATIONS

1. Any organization (other than a partnership, joint venture or limited liability company) that you newly acquire or form is an insured, provided that you maintain ownership of or majority interest in that organization and there is no other similar insurance available to it.
2. This Coverage Extension ends:
 - a. 90 days after you acquire or form the organization; or
 - b. At the end of the policy period shown in the Declarations;whichever is earlier.
3. Under the Legal Liability Coverage Form, this Extension does not apply to direct physical loss or damage that occurred before you acquired or formed the organization.
4. Under the Mortgageholders Errors And Omissions Coverage Form, this Extension does not apply to errors or accidental omissions that occurred before you acquired or formed the organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS ON FUNGUS, WET ROT, DRY ROT AND BACTERIA

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – BASIC FORM
CAUSES OF LOSS – BROAD FORM
CAUSES OF LOSS – SPECIAL FORM
MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
STANDARD PROPERTY POLICY

- A.** The following exclusion is added. With respect to the loss or damage addressed therein, this exclusion supersedes any other exclusion which addresses fungus.

"Fungus", Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But if "fungus", wet or dry rot or bacteria results in:

1. A "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss", if the Causes of Loss – Special Form applies; or
2. A Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss, if the Causes of Loss – Basic Form, Causes of Loss – Broad Form or Standard Property Policy applies.

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
 2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.
- B.** The following exclusion replaces any exclusion pertaining to continuous or repeated seepage or leakage of water; and supersedes any other exclusion, preclusion of coverage or exception to an exclusion pertaining to leakage or discharge of water or steam from a system or appliance.

We will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- C.** The following is added:

Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **C.2.** and **C.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning, if the Causes of Loss – Special Form applies; or
 - b. A Covered Cause of Loss other than fire or lightning, if the Causes of Loss – Basic Form, Causes of Loss – Broad Form or Standard Property Policy applies.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
- 3. The coverage described under **C.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences described in **C.1.**, which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- 4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
- 5. The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage – Collapse, if such Additional Coverage applies to your policy.
- 6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but re-mediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.
- D.** If the policy is endorsed to provide Ordinance Or Law Coverage with respect to property damage, Business Income or Extra Expense, we will not pay under the Ordinance Or Law Coverage for:
- 1. Loss or expense sustained due to the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - 2. The costs associated with the enforcement of any ordinance or law which 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 "fungus", wet or dry rot or bacteria.
- E.** The following definition is added:
- "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or re-leased by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The following is added to the CANCELLATION Common Policy Condition:

If any one of the following conditions exists at any building that is Covered Property in this policy, we may cancel this policy by mailing or delivering to you written notice of cancellation at least 5 days before the effective date of cancellation.

- A.** The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
1. Seasonal unoccupancy;
 2. Buildings in the course of construction, renovation or addition; or
 3. Buildings to which the Vacancy Permit endorsement applies.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- B.** After damage by a covered cause of loss, permanent repairs to the building:
1. Have not started, and
 2. Have not been contracted for,
- within 30 days of initial payment of loss.

- C.** The building has:

1. An outstanding order to vacate;
2. An outstanding demolition order; or
3. Been declared unsafe by governmental authority.

- D.** Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

- E.** Failure to:

1. Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
2. Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

CAUSES OF LOSS – SPECIAL FORM

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

A. Covered Causes Of Loss

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

B. Exclusions

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

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

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

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

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

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

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

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

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

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

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

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

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

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

d. Nuclear Hazard

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

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

e. Utility Services

The failure of power, electricity, fuel, gas, water, steam, refrigeration, outgoing sewerage, communication, water or other services supplied to the described premises, however caused, if the failure:

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

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

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

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

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

This exclusion does not apply to Off Premises Power Interruption.

f. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

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

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

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

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

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

- b.** Delay, loss of use or loss of market.
- c.** Smoke, vapor or gas from agricultural smudging or industrial operations.

d.(1) Wear and tear;

- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings; all unless physical damage not otherwise excluded by this Policy ensues, in which event, this policy will cover only such ensuing damage;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

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

- e.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1)** You do your best to maintain heat in the building or structure; or
- (2)** You drain the equipment and shut off the supply if the heat is not maintained.

h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1)** An abrupt falling down or caving in;
- (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

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

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
- (b)** To collapse caused by one or more of the following:
 - (i)** The "specified causes of loss";
 - (ii)** Breakage of building glass;
 - (iii)** Weight of rain that collects on a roof; or
 - (iv)** Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1)** Planning, zoning, development, surveying, siting;
- (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3)** Materials used in repair, construction, renovation or remodeling; or
- (4)** Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

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

We will not pay for:

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

b. Leasehold Interest Coverage Form

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

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph **B.1.a.** Ordinance Or Law;
 - (b) Paragraph **B.1.c.** Governmental Action;
 - (c) Paragraph **B.1.d.** Nuclear Hazard;
 - (d) Paragraph **B.1.e.** Utility Services; and
 - (e) Paragraph **B.1.f.** War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

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

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

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

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

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

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

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

(1) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(2) Changes in or extremes of temperature;

(3) Disease;

(4) Frost or hail; or

(5) Rain, snow, ice or sleet.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

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

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

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

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

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$150,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$150,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

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

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

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

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

4. Broadened Water – Direct Damage

This insurance provides Coverage for direct loss or damage caused by water that backs up or overflows from a sewer, drain or sump located in a building described in the Property Schedule of Location.

This Coverage Extension, **F.4.**, does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:

- (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and
- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.

B. Limit of Insurance

1. General Information

Earthquake and Volcanic Eruption Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit of Insurance for Earthquake and Volcanic Eruption is \$1,000,000 or the limit shown under Earthquake Coverage in the Declarations.

2. Application of Limit

The Limit of Insurance for Earthquake and Volcanic Eruption is the most we will pay in a single occurrence of Earthquake or Volcanic Eruption for loss or damage caused by Earthquake or Volcanic Eruption. If there is more than one Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Earthquake or Volcanic Eruption is \$1,000,000 or the amount that is Identified under Earthquake Coverage in the Declarations.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Earthquake or Volcanic Eruption, the most we will pay, for the total of all loss or damage caused by Earthquake or Volcanic Eruption, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and Earthquake and Volcanic Eruption Limits.

C. Additional Covered Causes Of Loss

1. The following are added to the Covered Causes Of Loss:

- a.** Earthquake.
- b.** Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

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

2. If the Declarations indicate that this endorsement covers Earthquake - Sprinkler Leakage Only, then the Covered Causes of Loss in Paragraph **C.1.** of this endorsement do not apply, and the following apply instead:

- a.** Sprinkler Leakage resulting from Earthquake.
- b.** Sprinkler Leakage resulting from Volcanic Eruption. 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.

D. Exclusions, Limitations And Related Provisions

1. The Exclusions and Limitation(s) sections of the Causes Of Loss Form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement, except as provided in **D.2.** and **D.3.** below.
2. To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply.
3. The exclusion of collapse, in the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to collapse caused by Earthquake or Volcanic Eruption.
4. The Additional Coverage – Collapse, in the Causes Of Loss – Broad Form, Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.
5. We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.
6. We will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.
7. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
8. We will not pay for loss of or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying the Property Damage Deductible applicable to this endorsement.

This limitation, **D.8.**, does not apply if:

- a. The Declarations indicate that the "Including Masonry Veneer" option applies or the premises description in the Declarations specifically states "Including Masonry Veneer"; or
 - b. Less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco).
9. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

E. Property Damage Deductible

1. The provisions of Section **E.2.** of this endorsement are applicable to all Coverage Forms except:
 - a. Business Income (And Extra Expense) Coverage Form;
 - b. Business Income (Without Extra Expense) Coverage Form;
 - c. Extra Expense Coverage Form.
2. The Deductible is \$25,000 per occurrence, unless notated differently under Earthquake or Volcanic Eruption sublimit on property declaration:
 - a. **All Policies**
 - (1) The Deductible provisions apply to each Earthquake or Volcanic Eruption.
 - (2) We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition, Agreed Value Optional Coverage, Additional Condition – Need for Adequate Insurance or Additional Condition – Need for Full Reports.
 - (3) When property is covered under the Coverage Extension for Newly Acquired or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Declarations for any described premises.
 - (4) If there is loss or damage caused by Earthquake or Volcanic Eruption, and loss or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to the Earth Movement Exclusion, then the only applicable Deductible provisions are those stated in this endorsement.

F. Business Income And Extra Expense Period Of Restoration

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

1. Business Income (And Extra Expense) Coverage Form;
2. Business Income (Without Extra Expense) Coverage Form;
3. Extra Expense Coverage Form.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.

B. This endorsement applies to the Covered Property and Coverages within Federal Flood Zones B, C & X and for which a Flood Limit of Insurance is shown in the Flood Coverage Schedule or in the Declarations.

C. Additional Covered Cause Of Loss

The following is added to the Covered Causes Of Loss:

Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas in Federal Flood Zones B, C & X due to:

1. The overflow of inland or tidal waters;
2. The unusual or rapid accumulation or runoff of surface waters from any source; or
3. Mudslides or mudflows which are caused by flooding as defined in **C.2.** above. For the purpose of this Covered Cause Of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

All flooding in a continuous or protracted event will constitute a single flood.

D. Exclusions, Limitations And Related Provisions

1. The Exclusions and Limitation(s) sections of the Causes Of Loss Form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in **D.2.** and **D.3.** below.
2. To the extent that a part of the Water Exclusion might conflict with coverage provided under this endorsement, that part of the Water Exclusion does not apply.

0. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.

1. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.

2. The following exclusions and limitations are added and apply to coverage under this endorsement:

a. We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.

b. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.

c. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of

water which exceed the cyclical levels and cause Flood.

- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Flood Coverage Schedule or in the Declarations.
- e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - 1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.
 - (4) The following are removed from Property Not Covered and are therefore Covered Property:
 - (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains that are specifically scheduled and approved for coverage by VRSA.
- f. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes.

E. Additional Coverages And Coverage Extensions

- 1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a Limit Of Insurance clause or an endorsement) is not applicable and is replaced by the following:

DEBRIS REMOVAL

- a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in **E.1.a.** and **E.1.b.** above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
- 2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 - a. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.
 - b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.
 - 0. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in **E.1.** and **E.2.** above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. Limit of Insurance

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit of Insurance for Flood is \$1,000,000 or the limit shown under Flood Coverage in the Declarations.

2. Application of Limit

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is \$1,000,000 or the amount that is identified under Flood Coverage in the Declarations.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and Flood Limits.

EXAMPLES - ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes of Loss – Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE #1

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

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood deductible = \$495,000; Limit is \$400,000)

EXAMPLE #2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood deductible = \$795,000; Limit is \$400,000)

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

Total Loss Payment is \$500,000.

Note: These Examples are given only to illustrate the situation of flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

G. Deductible

1. The Deductible for coverage provided under this endorsement is \$25,000 per occurrence or the Deductible notated under Flood in the Declarations.
2. We will not pay that part of the loss that is attributable to and Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies. (e.g., the Flood deductible or the Fire deductible).

H. Other Insurance

The Other Insurance Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under

that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the the Flood Coverage Schedule or the Declarations of this Coverage Part. However, this provision I.1 does not apply under the following circumstances:

- a. At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written; or
 - b. An NFIP policy is not in effect because we Have agreed to write this Flood Coverage Endorsement without underlying NFIP Coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.
2. If there is other insurance coverage the loss, other than that described in I.1 above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

CANINE PROPERTY COVERAGE

This endorsement extends coverage under the coverage document provided.
Please read it carefully.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

COVERAGE:

We will pay for medical expenses and/or replacement cost of owned law enforcement dog(s) due to injury, death or destruction of the dog(s) caused in the course and scope of law enforcement operations performed on behalf of the insured locality.

We will also cover the loss of the dog(s) by:

- 1) Breaking into your home, kennel or other place where your dog(s) may be kept or into a conveyance in which they are being transported. There must be visible signs of break-in.
- 2) Stealing when on exhibition at any show, trial or otherwise provided the dog(s) are constantly in the charge of an attendant or watchman.

LIMITATION:

We do not insure against loss due to escape or disappearance.

DEDUCTIBLE:

\$500 deductible per occurrence

CONDITIONS:

You agree that:

- 1) The dog(s) covered are in sound condition and not defective in eyesight or hearing at the time we issue this policy;
- 2) Necessity for humane destruction of any dog(s) covered must be certified by a licensed veterinarian.

Unless specifically scheduled, the limit of this coverage is \$15,000 per canine, per occurrence.

PROPERTY CYBER AND DATA ENDORSEMENT

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

- 7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
owned or operated by the Insured or any other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROPERTY POLICY

The following words and phrases as utilized in any form or endorsement of the PROPERTY COVERAGE PART of this Coverage Document shall have the meaning attributed below:

| Printed Words or Phrases | Substituted Words or Phrases |
|--------------------------|------------------------------|
| Policy | Coverage Document |
| Insurance | Coverage |
| Company | Pool |
| Insured (noun) | Covered Person |
| Insured (verb) | Covered |
| Insure | Cover |
| Named Insured | Named Member |
| Premium(s) | Contribution(s) |
| Schedule | Statement of Values |
| Special form | Comprehensive risk form |

UPGRADE TO GREENSM - COMMERCIAL ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The coverages and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real and/or personal property is caused by any of the perils covered by the policy and replacement cost valuation applies. This coverage does not apply to: (1) personal property of others in the Insured's care, custody, and control, (2) leased personal property, and/or (3) finished or unfinished stock.

In no event, does this endorsement increase or change the per occurrence limit of liability shown in the declarations or the annual aggregate for specified perils.

1. Notwithstanding the Valuation Provision of this policy or limits of liability applicable to specific locations or perils, if replacement cost valuation applies to real and/or personal property, then the Company's liability for loss applicable to this endorsement shall be the cost to repair or replace the covered damaged property, subject to the applicable limit of liability, plus the least of the following amounts:
 - A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A - Non-LEED[®] Certified Coverage or as described in Coverage Section B - LEED[®] Certified Coverage, whichever is applicable; or
 - B. An additional 25% of the applicable limit of liability for the building and/or business personal property shown in the Statement of Values or similar schedule to upgrade to green; or
 - C. \$1,000,000 (one million dollars) to upgrade to green.

At the Insured's sole discretion, the Insured may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Company will adjust the claim in accordance with the standard provisions of the policy, as modified by all other applicable endorsements.

Subject to the least of A, B., or C. above, if business interruption coverage is provided as part of this policy, if necessary, the Period of Restoration shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

The most we will pay for this coverage is \$1,000,000 in any one policy year.

2. **COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE**

In the event of direct physical loss or damage by any of the perils covered by the policy to a building that is not LEED certified at the time of the loss, or to the personal property within such a building, the Company will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Personal Property

- (1) "Appliances" or "Office Equipment" with products of like kind and quality that have been identified as "ENERGY STAR®" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
- (2) "Systems Furniture" or "Seating", with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

B. Loss Settlement for Your Building

- (1) Interior Finish Materials Upgrade
 - a. Lower Emissions Products Upgrade Coverage

"Defined Building Materials" with products of like kind and quality that have "Lower Emissions". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
 - b. Environmentally Preferable Products Upgrade Coverage

Interior wood, carpeting and flooring with products of like kind and quality that have "Lower Emissions", are "Sustainably Produced", are "Rapidly Renewable" or include "Recycled Content". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
- (2) Interior Plumbing Systems Upgrade Coverage

Interior plumbing fixtures including, but not limited to, toilets, shower heads, and lavatory faucets with products of like kind and quality that are more "Water Efficient". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Company will also pay to install occupant sensors to reduce the potable water demand.
- (3) Lighting Systems Upgrade Coverage

Lighting systems, with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. The Company will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

(4) Efficient Heating and Cooling Equipment Upgrade Coverage

"Heating and cooling equipment" with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

(5) Building Reconstruction Following Total Loss

a. Solely with respect to a "Total Loss" to a building, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC[®] Rating System).

b. Certification Expenses

(i) The Company will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that the Insured incurs should the Insured decide to seek LEED Silver certification. However, the Company will not pay to modify the reconstructed structure if it is not certified.

(ii) The Sublimit of Insurance for this coverage is \$25,000.

3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverages provided in Coverage Section A (with the exception of 2.8.(5) Building Reconstruction Following a Total Loss) and in the event of direct physical loss or damage by any of the perils covered by the policy to a building that is LEED certified at the time of the loss, or to the personal property within such building, the Company will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs

(1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the policy to the contrary, trees and shrubs are Covered Property. The sublimit of insurance for this coverage is \$3,000 per tree or \$3,000 per shrub up to a maximum of \$25,000.

(2) Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the policy to the contrary, vegetative roofs are Covered Property.

B. Loss Settlement for Your Building

(1) Recertification Expenses

- a. In the event of direct physical loss or damage by any of the perils covered by the policy that necessitates recertification of the damaged building, the Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs as a result of the recertification process.
- b. The Sublimit of Insurance for this coverage is \$25,000.

(2) Building Reconstruction Following Total Loss

- a. Solely with respect to a "Total Loss" to a building that is LEED certified at the time of the loss, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.
- a. Certification Expenses
 - (i) The Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs should the Insured decide to seek LEED certification. However, the Company will not pay to modify the reconstructed structure if it is not certified.
 - (ii) The Sublimit of Insurance for this coverage is \$25,000.

4. **COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR BAND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS**

In the event of direct physical loss or damage by any of the perils covered by the policy to a LEED or Non-LEED certified building:

A. Recycling Expenses

- (1) The Company will pay the Insured's expenses to clean-up, sort, segregate and transport debris from the Insured's damaged building to recycling facilities, if such debris can be recycled.
- (2) The Sublimit of Insurance for this coverage is \$25,000 and is in addition to the debris removal expense sublimit provided by the policy, if any.
- (3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space

- (1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (hereinafter, "Construction IAQ"), the Company will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.
- (2) After the two week period of increased outdoor air *ventilation* of the reconstructed space, the Company will pay to replace the filtration media with new media.
- (3) The Sublimit of Insurance for this coverage is \$25,000.

C. Professional Services

The Company will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and/or construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The Sublimit for this coverage is \$50,000.

D. Building Commissioning Expenses

- (1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils *covered* by the policy which necessitates the commissioning or re-commissioning of those systems, the Company will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.
- (2) The Sublimit of Insurance for this coverage is \$25,000.

5. Additional Definitions

- A. "Appliances" means products including, but not limited to, dishwashers, refrigerators, freezers, ovens, *microwave* ovens, room air conditioners, room air cleaners and water heaters.
- B. "Defined Building Materials" means: (1) all carpet and floor coverings, including adhesives to affix them to the floor, (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, sealants, and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.
- C. "ENERGY STAR" means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.
- D. "Heating and Cooling Equipment" means products including, but not limited to, heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.

- E. "Lower emissions" means:
- (1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;
 - (2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule # 1113;
 - (3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and
 - (4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added ureaformaldehyde resins.
- F. "Office Equipment" means electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.
- G. "Recycled Content" means those products that contain at least 20% post-consumer recycled content.
- H. "Rapidly Renewable" means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including, but not limited to, bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.
- I. "Seating" means task and guest chairs used with "System Furniture".
- J. "Sustainably Produced" means those products certified by the Forest Stewardship Council ("FSC").
- K. "System Furniture" means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.

L. "Total Loss" means:

- (1) The covered building is completely destroyed regardless of whether any damage

is done to the foundation or slab, or

- (2) The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.
- M. "Water Efficient" means dry fixtures such as composting toilet systems and nonwater using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

All other terms and conditions of the policy remain the same.

LOSS OF REVENUE ENDORSEMENT

This endorsement changes the coverage document provided.
Please read it carefully.

VRSA BUILDING AND PERSONAL PROPERTY COVERAGE FORM

In consideration of a premium charge of \$0, this policy is extended to insure against actual loss of Sales Tax or other Revenues during a 90 day period as a result of a **insured event** which inhibits a locality's ability to collect usual revenue.

Loss of Revenue will be tracked by comparing the monthly receipts for the previous year (as submitted) to receipts during the time after coverage has been triggered. Factors unrelated to the **insured event** that cause loss would not be covered. The maximum period of indemnity will be three months. The maximum limit of liability will be the lesser of:

- (1) The policy limit selected (\$100,000 Per Occurrence limit subject to a \$100,000 Annual Aggregate limit); or
- (2) The actual loss of revenue during the period of indemnity covered under this Endorsement.

In the event any additional **insured events** occur within the 90-day period for the initial trigger of coverage, and also meet the criteria mentioned above, no additional deductible applies.

This coverage is subject to the Blanket Real and Personal Property deductible as stated on the Property Coverage Part Renewal Declarations page.

Insured Event is defined as a disaster which has a significant effect on the locality's revenues or operations. The cause of loss must be one of the following:

- *Storms named by the National Hurricane Center
- *Fire
- *Windstorm

The loss must result in significant damage to the member's facilities or other businesses located within the member's corporate limits.

POOL WIDE MAXIMUM AGGREGATE LIMIT ENDORSEMENT

The coverage provided under this Policy is subject to pool wide maximum aggregate limits applicable to the coverages, and in the amounts, as set forth below:

Coverage under the Flood Coverage Endorsement (CP 10 65 07 21) - \$100,000,000;

Coverage under the Earthquake and Volcanic Eruption Endorsement (CP 10 40 07 16) - \$100,000,000;

All coverage provided under this Policy except for coverage provided under the Flood Coverage Endorsement (CP 10 65 07 21) or the Earthquake and Volcanic Eruption Endorsement (CP 10 40 07 16) - \$ 500,000,000.

Coverage under this Policy for property damage, loss or expense sustained by Tier Members resulting from a Named Windstorm (as those terms are defined below) - \$200,000,000.

VRSA has issued numerous policies (including this Policy), with identical policy periods, to numerous member entities (including you) which provide similar or identical coverage as set out in this Policy. The entirety of these policies issued by VRSA for the policy period of this Policy are referred to herein as the "VRSA Property Policies".

The pool wide maximum aggregate limits stated in this Endorsement are not available to you as a limit of insurance (per occurrence, aggregate, or otherwise) or coverage amount under this Policy or otherwise, and do not increase the stated limits (per occurrence, aggregate, or other) as stated in the Policy outside this Pool Wide Maximum Aggregate Limit Endorsement, and do not provide any increase in limits or benefit to the insured. Such pool wide maximum aggregate limits only limit and restrict the coverage obligation of VRSA under this Policy and the VRSA Property Policies, and potentially reduces and/or eliminates the coverage provided under this Policy and the VRSA Property Policies.

VRSA shall have no further coverage obligation under the Flood Coverage Endorsement of this Policy (to make payments or otherwise) once VRSA has paid claims under the Flood Coverage Endorsements to the VRSA Property Policies totaling \$ 100,000,000. This pool wide maximum aggregate limit applies to each and every coverage or obligation of VRSA under the Flood Coverage Endorsement of this Policy, whether described in the Flood Coverage Endorsement as a coverage, additional coverage, coverage extension, or any other nomenclature, and regardless of any language in the Flood Coverage Endorsement indicating a separate limit or that coverage is in addition to limits.

VRSA shall have no further coverage obligation under the Earthquake and Volcanic Eruption Endorsement of this Policy (to make payments or otherwise) once VRSA has paid claims under the Earthquake and Volcanic Eruption Endorsements to the VRSA Property Policies totaling \$100,000,000. This pool wide maximum aggregate limit applies to each and every coverage or obligation of VRSA under the Earthquake and Volcanic Eruption Endorsement of this Policy, whether described in the Earthquake and Volcanic Eruption Endorsement as a coverage, additional coverage, coverage extension, or any other nomenclature, and regardless of any language in the Earthquake

and Volcanic Eruption Endorsement indicating a separate limit or that coverage is in addition to limits.

VRSA shall have no further coverage obligation under this Policy (to make payments or otherwise) once VRSA has paid claims under the VRSA Property Policies totaling \$500,000,000 - excluding amounts paid under a Flood Coverage Endorsement (CP 10 65 07 21) or Earthquake and Volcanic Eruption Endorsement (CP 10 40 07 16) . This pool wide maximum aggregate limit applies to each and every coverage or obligation of VRSA under this Policy, whether described in the Policy as a coverage, additional coverage, coverage extension, or any other nomenclature, and regardless of any language in the Policy indicating a separate limit or that coverage is in addition to limits.

If you are a Tier Member, VRSA shall have no further coverage obligation under this Policy (to make payments or otherwise) for loss or damage caused directly or indirectly by a Named Windstorm once VRSA has paid claims under the VRSA Property Policies issued to Tier Members totaling \$200,000,000 for loss or damage caused directly or indirectly by that Named Windstorm. Tier Members means those VRSA members having scheduled locations in any of the following localities: Accomack County, City of Chesapeake, Gloucester County, City of Hampton, Isle of Wight County, James City County, Lancaster County, Mathews County, Middlesex County, New Kent County, City of Newport News, City of Norfolk, Northampton County, Northumberland County, Prince George County, City of Poquoson, City of Portsmouth, City of Suffolk, Surry County, Sussex County, City of Virginia Beach, Westmoreland County, City of Williamsburg, or York County. Named Windstorm means the direct action of wind, including wind driven rain, storm surge and flood when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureaus, National Hurricane Center or any other recognized meteorological authority as a numbered catastrophe. This pool wide maximum aggregate limit applies to each and every coverage or obligation of VRSA under this Policy, whether described in the Policy as a coverage, additional coverage, coverage extension, or any other nomenclature, and regardless of any language in the Policy indicating a separate limit or that coverage is in addition to limits.

At such time as VRSA's coverage obligation ceases as stated above, there shall be no coverage under the Policy or endorsement (as applicable) regardless of whether a claim has already been submitted or not, or whether loss or damage has already occurred or not.

Terrorism Sublimit

This coverage does not apply to any loss or damage arising directly or indirectly out of, caused by, or resulting from any act of terrorism, as described in paragraphs 1., 2. and 3. below. Such loss or damage is excluded regardless of (i) any other cause or event contributing to such loss or damage in any way or at any time, or (ii) whether such loss or damage is accidental or intentional.

1. Any "act of terrorism", as described in paragraphs 2. and 3. below.
2. Any act authorized by a governmental authority for the purpose of preventing, terminating, countering or responding to any act or threat of terrorism or for the purpose of preventing or minimizing the consequences of any act or threat of terrorism.
3. An "act of terrorism" means an activity, including the threat of an activity or any preparation for an activity, that:
 - a. Causes damage to property
 - b. Appears to be intended to:
 - (1) Intimidate or coerce a civilian population; or
 - (2) Disrupt any segment of an economy; or
 - (3) Influence the policy of a government by intimidation or coercion; or
 - (4) Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - (5) Advance a political, religious or ideological cause.

However, this coverage shall apply to 1. 2. and 3. in an amount not to exceed \$250,000,000 per occurrence subject to a \$500,000,000 annual aggregate including defense costs. Furthermore, this coverage is subject to a \$500,000,000 annual aggregate for Virginia Risk Sharing Association including defense costs.

Electrical Damage to Computer Equipment

This endorsement changes the coverage document provided

Please read it carefully.

BUILDING AND PERSONAL PROPERTY FORM

Section A. 5. N) Communications Equipment, Computers and Media is amended to add the following:

Coverage under this Extension for computers and their related peripheral equipment will also include direct loss or damage from Artificially Generated Electrical Current (Power Surges) with a limit of \$250,000.

VRSA EMPLOYERS' LIABILITY

Terms and Conditions

A. How This Coverage Applies

This Employers' Liability Coverage applies to bodily by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by the covered Member.
2. The employment must be necessary or incidental to the Members' work in the Commonwealth of Virginia.
3. Bodily injury by accident must occur during the period of membership.
4. Bodily injury by disease must be caused or aggravated by the conditions of the Members' employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the membership period.
5. If the Member is sued, the original suit and any related legal actions for damages for bodily injury by accident or disease must be brought in the United States of America, its territories or possessions, or Canada.

B. The Program will Pay

The Program will pay all sums a covered Member legally must pay as damages because of bodily injury to its employees, provided the bodily injury is covered by this Employers' Liability Coverage.

The damages which the Program will pay, where recovery is permitted by law, include damages:

1. For which Member is liable to a third party by reason of a claim or suit against the Member by that third party to recover the damages claimed against such third party as a result of injury to the Members' employee;
2. For care and loss of services;
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequences of bodily injury that

arises out of and in the course of the injured employee's employment by the Member; and

4. Because of bodily injury to the Members' employee that arises out of and in the course of employment, claimed against the Member in a capacity other than as employer.

C. Exclusions

The Program does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that Members' work will be done in a workmanlike manner;
2. Punitive or exemplary damages whether because of bodily injury to an employee employed in violation of law, or otherwise;
3. Bodily injury to an employee while employed in violation of law with the Members' actual knowledge or the actual knowledge of any of its executive officers;
4. Any obligation imposed by an worker's compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by the Member;
6. Bodily injury occurring outside the United States of America, its territories or possessions and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee or any personnel practices, policies, acts or omissions.

D. The Program Will Defend

The Program has the right and duty to defend at its expense, any claim, proceeding or suit against Member for damages payable by this coverage. The Program

has the right to investigate and settle these claims, proceedings and suits.

The Program has no duty to defend a claim, proceeding or suit that is not covered by this coverage. The Program has no duty to defend or continue defending after it has paid its applicable limit of liability under this coverage.

E. The Program Will Also Pay

The Program will also pay these costs, in addition to other amounts payable under this coverage, as part of any claim, proceeding or suit it defends:

1. Reasonable expenses incurred at its request; but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of its liability under this coverage;
3. Litigation costs taxed against the member;
4. Interest on a judgment as required by law until Program offers the amount due under the Members' coverage; and
5. Expenses the Program incurs.

F. Other Insurance

The Program will not pay more than its share of damages and costs covered by this coverage and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

The Program's obligation to pay for damages is limited. Its limits of liability are shown in the Declarations. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident" is the most the Program will pay for all damages covered hereby because bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most the Program will pay for all damages covered by the Program and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most the Program will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. The Program will not pay any claims for damages after the Program has paid the applicable limit of liability of its obligations under this cover.

H. Recovery From Others

The Program has the Members' rights to recover its payment from anyone liable for an injury covered hereunder. The Member will do everything necessary to protect those rights for the Program and to help it enforce them.

I. Actions Against the Program

There will be no right of action against the Program under this coverage unless:

1. The Member has complied with all the terms set forth herein and in the Member Agreement between the Program and the Member, the Virginia Workers' Compensation Act (the "Act"), the rules promulgated by the Virginia State Corporation Commission under the Act, the By-laws and Constitution of the Program and the rules and regulations promulgated by the Program's Advisory Board.
2. The amount the Member owes has been determined with the Program's consent or by actual trial and final judgment.

This coverage does not give anyone the right to add the Program as a defendant in an action against the Member to determine the Member's liability.

(Revised 7/1/10)



P.O. Box 3239, Glen Allen, VA 23058

1-800-963-6800 (Phone); 1-804-968-4662 (Fax); www.vrsa.us

**WORKERS' COMPENSATION PLUS (WC Plus) COVERAGE PART
RENEWAL DECLARATIONS**

AT 12:01 A.M. STANDARD TIME AT YOUR ADDRESS SHOWN BELOW

Named Member: York County Public Schools

Member Address: 302 Dare Road
Yorktown, Virginia 23692

Coverage Period: 7/1/2023 to 7/1/2024

Policy Number: P-2023-2024-VRSA-0497-1

Member Type: School

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION SHOWN, AND SUBJECT TO ALL THE TERMS OF THE COVERAGE DOCUMENTS, WE AGREE WITH YOU TO PROVIDE THE COVERAGE DESCRIBED BELOW.

Per Occurrence Limit: \$10,000

Annual Aggregate: \$25,000

Deductible: N/A

*CONTRIBUTION SHOWN IS PAYABLE:

\$2,500 at inception

*This amount may include endorsement premiums that have been waived. Please refer to policy invoices to determine how much you owe.

Endorsements attached to this coverage: Refer to Forms and Endorsements Schedule.

Cystal B. Aniffin

Authorized Signature

8/7/2023

Date



WC PLUS Terms and Conditions

Words and phrases that appear in *italics* have special meaning. Refer to Section III – Definitions.

SECTION I - COVERAGE

This WC Plus Coverage applies to reimbursement on behalf of a *named member* for payment of covered expenses to *injured employees*. These benefits are outside of the benefits covered by the Virginia Workers' Compensation Act. In no event will a benefit paid to an injured employee by a *named member* which is covered under the Virginia Workers' Compensation act be reimbursable under this endorsement.

VRSA will pay on behalf of the *named member* for covered expenses. If covered expenses were previously paid by *named member*, reimbursement of those expenses may be made directly to member.

Covered expenses include:

1. Amounts paid over the amount provided by Va. Code Ann. Section 65.2-603 to furnish and maintain modifications to or equipment for automobiles, bedside lifts, adjustable beds, and modification of the employee's principal home consisting of ramps, handrails, or door alterations or any appliances prescribed by the treating physician.
 - a. Employees must qualify for the benefit per Section 65.2-603.
 - b. Equipment and alterations must be prescribed by an authorized treating physician.

The amount of this coverage is limited to per occurrence limit stated in the declarations and subject to the WC Plus policy annual aggregate.

2. Payments made to provide counseling for immediate family members and/or co-workers of the injured employee who are affected by a death of or *catastrophic injury* to the injured employee.

The amount of this coverage is limited to \$5,000 per occurrence or the occurrence limit on the declarations page (whichever is less)

and is subject to the WC Plus annual policy aggregate.

3. Reimbursements paid to a spouse or relative of an injured employee while the injured employee is an inpatient in either a hospital or rehabilitation facility for up to 30 days. Expenses provided under this benefit include:
 - a. Transportation/mileage reimbursement at the IRS rate
 - b. Lodging up to \$200 per night and/or
 - c. Meals for spouse/primary caregiver up to \$75/day
 - d. Boarding of *injured employee's* pet by a licensed boarding facility.

This benefit applies only to the extent a claimed expense is not covered under the Virginia Workers' Compensation Act. The amount of this coverage is limited by the WC Plus policy annual aggregate.

4. Reimbursements made to an *injured employee* for personal belongings damaged as a result of a compensable work-related claim. These items include, but are not limited to, prescription eyeglasses (when not compensable under workers' compensation), sunglasses, jewelry, and clothing.

VRSA will pay to replace or repair with like kind and quality up to \$1,000 per occurrence, subject to the WC Plus policy annual aggregate.

5. If a compensable injury results in the death of the *injured employee* VRSA will pay reasonable burial and transportation expenses.

This benefit applies only to the extent a claimed expense is not covered under the Virginia Workers' Compensation Act. The amount of coverage is limited to \$5,000 per occurrence, subject to the WC Plus policy annual aggregate.

6. Expenses incurred by the *named member* for required Centers for Disease Control (CDC)



testing for non-compensable bloodborne pathogen exposures. Coverage is limited to \$2,500 per occurrence and subject to the policy annual aggregate.

The benefits payable under this endorsement are payable only to the *named member* and in no event will be payable to an injured employee.

Named member will authorize all covered expenses.

SECTION II – CONDITIONS

1. To be eligible to receive benefits provided by this endorsement, the *named member* must purchase workers' compensation coverage through VRSA.
2. To be payable to the named member, covered expenses must be associated with (a) a compensable workers' compensation claim or (b) a bloodborne pathogen exposure for a *covered employee*.
3. Documentation for claimed expenses should be provided to VRSA within 90 days of the date of associated workers' compensation claim or exposure to bloodborne pathogen.
4. The associated workers' compensation claim or exposure to bloodborne pathogen must occur during the policy period.

Section III - DEFINITIONS

Catastrophic injury – a catastrophic injury is defined as one or more of the following: (a) fatality, (b) brain injury, (c) spinal cord injury, (d) paralysis of any part of the body, (e) serious burn injury (burns over 25% or more of the body), (f) amputation of a major extremity, (g) crushing or massive internal injury; or (h) partial or total loss of vision in one or both eyes.

Covered employee – an employee exposed to bloodborne pathogens in the course and scope of employment.

Injured employee – an employee with a compensable workers' compensation injury.

Named member – the member as shown on the WC Plus declarations page.

SECTION IV – EXCLUSIONS

The Program does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that Members' work will be done in a workmanlike manner;
2. Punitive or exemplary damages whether because of bodily injury to an employee employed in violation of law, or otherwise;
3. Bodily injury to an employee while employed in violation of law with the Members' actual knowledge or the actual knowledge of any of its executive officers;
4. Any obligation imposed by a worker's compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by the Member.

SECTION V – RECOVERY FROM OTHERS

The Program has the *named members'* rights to recover its payment from anyone liable for an injury covered hereunder. The *named member* will do everything necessary to protect those rights for the Program and to help it enforce them.



VRSA

Virginia Risk Sharing Association

Virginia Risk Sharing Association (VRSA)

Large Deductible Agreement

This Deductible Acknowledgement and Agreement (“Agreement”) is made and given as of the 3rd day of May, 2023, by York County Public Schools to and in favor of Virginia Risk Sharing Association (VRSA)..

VRSA provides certain liability coverages to Member (which may include workers compensation, local government liability, auto, and similar coverages) under which VRSA makes defense, indemnity or statutory payments for or on behalf of Member (or other covered person or entity) under the terms of the applicable coverage agreement (collectively Liability Coverages and each a Liability Coverage). Member has selected to retain a deductible applicable to one or more of the Liability Coverages (as set out in the applicable Liability Coverage).

In doing so, Member acknowledges and agrees as follows with respect to any deductible under any of the Liability Coverages:

1. The deductible does not change the rights or duties as between VRSA and Member (or any other covered persons or entities) as to the defense or settlement of claims under the terms of the applicable Liability Coverage or existing law, including amounts within the deductible. For purposes of the defense and settlement of covered claims and suits, the retention of a deductible does not provide Member (or any other covered person or entity) with any additional rights or input which does not otherwise exist under the applicable Liability Coverage or applicable law (as though there was no deductible).
2. Unless VRSA provides written notice to Member otherwise as to any specific claim or suit, VRSA will initially make payment of amounts within the deductible under the terms of the applicable Liability Coverage, and Member hereby promises and agrees to pay to and reimburse VRSA for all amounts paid by VRSA within the deductible within twelve (12) days of written request from VRSA. Member shall be obligated to make such payment and reimbursement of the deductible with respect to all claims and suits as to which a deductible applies under any of the Liability Coverages, regardless of whether the claim or suit is against the Member or some other covered person or entity. In the event reimbursement is not made within such time, interest thereon will accrue at the rate of the highest yield on VRSA’s most recent investment at that time. If VRSA is required to seek reimbursement by suit or by other means in which VRSA incurs expenses to recover such payment or reimbursement, Member agrees to pay VRSA’s reasonable attorneys’ fees and all costs incurred in the suit.
3. This Agreement shall remain in force and effect for so long as VRSA provides any Liability Coverages to the Member, and the obligations of Member hereunder shall survive any expiration or other termination of this Agreement. Nothing in this agreement shall alter, in any way, the terms and conditions of the Member Agreement, and to the extent the terms of this Agreement conflict with the terms of any applicable Liability Coverage with respect to a particular covered claim or suit, the terms of the applicable Liability Coverage shall control.

Authorized Signature

Date

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to VRSA advance written notice of cancellation as provided in the Member Agreement.
2. We may cancel this policy by mailing or delivering to the first Named Insured 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. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART

- A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
 - 3.** We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
 - 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
- b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a.** 10 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
 - 2.** We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
 - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|------------------------------------|-----------------|-------------|------|-------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| Member: York County Schools | | | | | | |
| 7/13/2021 | | | 2021 | | | |
| | 0013 | M-3 | | Light Truck | 500.00 | 45,562.00 |
| | | | | | 250.00 | Original Cost New |
| 10/25/2021 | Admin | | 2021 | | | |
| | 0015 | A-39 | | Light Truck | 500.00 | 30,380.00 |
| | | | | | 250.00 | Original Cost New |
| 1/19/2023 | Food Service | | 2021 | 6912 | | |
| | 0049 | M-78 | | Light Truck | 500.00 | 47,947.00 |
| | | | | | 250.00 | Original Cost New |
| 1/19/2023 | Food Service | | 2021 | 4597 | | |
| | 0050 | M-79 | | Light Truck | 500.00 | 47,448.00 |
| | | | | | 250.00 | Original Cost New |
| 1/19/2023 | Food Service | | 2020 | 6720 | | |
| | 0051 | M-80 | | Private Passenger | 500.00 | 31,017.00 |
| | | | | | 250.00 | Original Cost New |
| 4/13/2023 | Maintenanc e | | 2023 | 9437 | | |
| | 0052 | M-81 | | Light Truck | 500.00 | 48,014.00 |
| | | | | | 250.00 | Original Cost New |
| 5/2/2023 | Maintenanc e | | 2023 | 6797 | | |
| | 0053 | M-82 | | Light Truck | 500.00 | 48,014.00 |
| | | | | | 250.00 | Original Cost New |
| 5/23/2023 | Maint | | 2023 | 1FTBW9CG3PKA86049 | | |
| | 0054 | M-83 | | Light Truck | 500.00 | 48,014.00 |
| | | | | TRUCK | 250.00 | Original Cost New |
| 6/1/2023 | | | 2008 | 1FTNF20598EE17742 | | |
| | 0055 | M-84 | | Heavy Truck | 500.00 | 3,500.00 |
| | | | | TRUCK | 250.00 | Original Cost New |
| | Maintenanc e | | 2015 | 6850 | | |
| | 368 | M065 | | Trailer | 500.00 | 531.00 |
| | | | | Carry On Trailer | 250.00 | Original Cost New |
| | Maintenanc e | | 2021 | 4416 | | |
| | 0012 | M009 | | Light Truck | 500.00 | 24,350.00 |
| | | | | Chevrolet Truck | 250.00 | Original Cost New |
| | | | 2003 | 2G1WF52E239103423 | | |
| | 0016 | A009 | | Private Passenger | 500.00 | 13,300.00 |
| | | | | PASSENGER CAR | 250.00 | Original Cost New |
| | | | 2008 | 2G1WT55K189192791 | | |
| | 0018 | A032 | | Private Passenger | 500.00 | 14,630.00 |
| | | | | PASSENGER CAR | 250.00 | Original Cost New |
| | Administrati on | | 2012 | 6950 | | |
| | 351 | A005 | | Private Passenger | 500.00 | 24,875.00 |
| | | | | | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------------|-------------|--------------------|-------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | | | 2008 | 2763 | Private Passenger | 13,450.00 |
| | 350 | A004 | Chevy | Private Passenger | 250.00 | Original Cost New |
| | Maintenance | | 2016 | 8996 | Medium Truck | 40,286.00 |
| | 280 | M034 | Chevy 3500 Pick Up | Medium Truck | 250.00 | Original Cost New |
| | Information Services | | 2004 | 4326 | Private Passenger | 11,500.00 |
| | 202 | C004 | Chevy Malibu | Private Passenger | 250.00 | Original Cost New |
| | Administration | | 2006 | 7093 | Light Truck | 17,603.00 |
| | 211 | A013 | Chevy Pick Up | Light Truck | 250.00 | Original Cost New |
| | Maintenance | | 2017 | 2997 | Light Truck | 43,521.00 |
| | 321 | M012 | Chevy Pick Up | Light Truck | 250.00 | Original Cost New |
| | Maintenance | | 2017 | 4492 | Light Truck | 43,521.00 |
| | 322 | M014 | Chevy Pick Up | Light Truck | 250.00 | Original Cost New |
| | Information Services | | 2019 | 9214 | Light Truck | 39,510.00 |
| | 338 | C021 | Chevy Pick Up | Light Truck | 250.00 | Original Cost New |
| | Maintenance | | 2019 | 0474 | Light Truck | 26,923.00 |
| | 336 | M070 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | Maintenance | | 2017 | 2479 | Light Truck | 25,633.00 |
| | 306 | M064 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | Maintenance | | 2017 | 1246 | Light Truck | 25,633.00 |
| | 305 | M063 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | Maintenance | | 2019 | 8864 | Light Truck | 26,923.00 |
| | 335 | M069 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| 7/1/2022 | MAINT | | 2022 | 200951 | Light Truck | 31,530.00 |
| | 0042 | M-74 | Chevy Van | | 250.00 | Original Cost New |
| 7/1/2022 | MAINT | | 2022 | 201071 | Light Truck | 31,530.00 |
| | 0043 | M-75 | Chevy Van | | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------------|-------------|-----------|------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Maintenance | 2006 | 7490 | Light Truck | 500.00 | 17,078.00 |
| | 73 | M017 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | | 2006 | 7765 | Light Truck | 500.00 | 17,078.00 |
| | 240 | M-13 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | | 2006 | 8493 | Light Truck | 500.00 | 17,078.00 |
| | 181 | M-52 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | | 2006 | 1914 | Light Truck | 500.00 | 15,408.00 |
| | 215 | C-16 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | Information Services | 2006 | 2516 | Light Truck | 500.00 | 15,408.00 |
| | 101 | C017 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | | 2006 | 3350 | Light Truck | 500.00 | 17,122.00 |
| | 194 | M-57 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | | 2008 | 4484 | Activity Bus (1-8 passenger) | 500.00 | 17,620.00 |
| | 199 | C-19 | Chevy Van | Activity Bus (1-8 passenger) | 250.00 | Original Cost New |
| | Maintenance | 2000 | 6145 | Light Truck | 500.00 | 25,820.00 |
| | 106 | M025 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | | 2004 | 5489 | Light Truck | 500.00 | 16,180.00 |
| | 19 | M-23 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | | 2004 | 6147 | Light Truck | 500.00 | 16,180.00 |
| | 223 | M-6 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2005 | 1757 | Private Passenger | 500.00 | 6,485.00 |
| | 363 | M002 | Chevy Van | Private Passenger | 250.00 | Original Cost New |
| | Maintenance | 2000 | 1589 | Light Truck | 500.00 | 25,820.00 |
| | 27 | M011 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2000 | 4313 | Light Truck | 500.00 | 9,400.00 |
| | 248 | M016 | Chevy Van | Light Truck | 250.00 | Original Cost New |
| | Information Services | 2003 | 4537 | Light Truck | 500.00 | 15,687.00 |
| | 241 | C002 | Chevy Van | Light Truck | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New | |
|--------------|----------------------|-------------|-----------|--------------------------------------|---------------------|-------------------|-----------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis | |
| | Information Services | 2003 | 4810 | Light Truck | 500.00 | 15,687.00 | |
| | 158 | C001 | Chevy Van | Light Truck | 250.00 | Original Cost New | |
| | Information Services | 2008 | 3057 | Activity Bus (1-8 passenger) | 500.00 | 17,620.00 | |
| | 117 | C018 | Chevy Van | Activity Bus (1-8 passenger) | 250.00 | Original Cost New | |
| | Information Services | 2008 | 1290 | Private Passenger | 500.00 | 14,270.00 | |
| | 108 | C020 | Chevy Van | Private Passenger | 250.00 | Original Cost New | |
| | Maintenance | 2009 | 4101 | Light Truck | 500.00 | 18,457.00 | |
| | 229 | M-32 | Chevy Van | Light Truck | 250.00 | Original Cost New | |
| | 24411 | | 2009 | 5401 | Light Truck | 500.00 | 18,417.00 |
| | 227 | M-29 | Chevy Van | Light Truck | 250.00 | Original Cost New | |
| | Maintenance | 2009 | 6867 | Light Truck | 500.00 | 18,417.00 | |
| | 131 | M050 | Chevy Van | Light Truck | 250.00 | Original Cost New | |
| | Maintenance | 2009 | 3192 | Private Passenger | 500.00 | 18,457.00 | |
| | 213 | M-7 | Chevy Van | Private Passenger | 250.00 | Original Cost New | |
| | 0021 | A037 | 2020 | 2C4RDGBG9LR236445 | Private Passenger | 500.00 | 24,198.67 |
| | | | Dodge | MULTIPURPOSE PASSENGER VEHICLE (MPV) | 250.00 | Original Cost New | |
| | 0022 | A038 | 2007 | 2D4FV47T37H723286 | Private Passenger | 500.00 | 3,500.00 |
| | | | Dodge | MULTIPURPOSE PASSENGER VEHICLE (MPV) | 250.00 | Original Cost New | |
| | 0019 | A035 | 2020 | 2C4RDGBG3LR236441 | Private Passenger | 500.00 | 24,198.67 |
| | | | Dodge | MULTIPURPOSE PASSENGER VEHICLE (MPV) | 250.00 | Original Cost New | |
| | 0020 | | 2020 | 2C4RDGBG3LR236442 | Private Passenger | 500.00 | 24,198.67 |
| | | | Dodge | MULTIPURPOSE PASSENGER VEHICLE (MPV) | 250.00 | Original Cost New | |
| | 0027 | M047 | 2005 | 1D7HW22N15S225843 | Private Passenger | 500.00 | 3,000.00 |
| | | | Dodge | TRUCK | 250.00 | Original Cost New | |
| | Administration | 2017 | 9163 | Private Passenger | 500.00 | 23,331.00 | |
| | 312 | A028 | Dodge | Private Passenger | 250.00 | Original Cost New | |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------|-------------|---------------|-------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Administration | 2017 | 9164 | Private Passenger | 500.00 | 23,331.00 |
| | 313 | A029 | Dodge | Private Passenger | 250.00 | Original Cost New |
| | Transportation | 2018 | 4147 | Private Passenger | 500.00 | 23,294.00 |
| | 326 | A019 | Dodge | Private Passenger | 250.00 | Original Cost New |
| | Transportation | 2018 | 4148 | Private Passenger | 500.00 | 23,294.00 |
| | 327 | A021 | Dodge | Private Passenger | 250.00 | Original Cost New |
| | Transportation | 2019 | 4482 | Private Passenger | 500.00 | 23,698.00 |
| | 339 | A033 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Transportation | 2019 | 4483 | Private Passenger | 500.00 | 23,698.00 |
| | 340 | A034 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Administration | 2016 | 6884 | Private Passenger | 500.00 | 21,579.00 |
| | 266 | A024 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Administration | 2016 | 6974 | Private Passenger | 500.00 | 21,579.00 |
| | 265 | A023 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Administration | 2016 | 5432 | Private Passenger | 500.00 | 21,481.00 |
| | 268 | A026 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| 3/30/2022 | Admin | 2007 | 1546 | Private Passenger | 500.00 | 18,000.00 |
| | 0032 | A-15 | Dodge Caravan | | 250.00 | Original Cost New |
| | Transportation | 2010 | 8002 | Light Truck | 500.00 | 17,650.00 |
| | 132 | A008 | Dodge Caravan | Light Truck | 250.00 | Original Cost New |
| | Administration | 2016 | 0316 | Private Passenger | 500.00 | 21,480.00 |
| | 267 | A025 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Administration | 2016 | 1882 | Private Passenger | 500.00 | 22,023.00 |
| | 293 | A027 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Transportation | 2010 | 4134 | Private Passenger | 500.00 | 17,650.00 |
| | 67 | A007 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------------|-------------|-----------------|----------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Transportation | 2008 | 0611 | Private Passenger | 500.00 | 15,247.00 |
| | 17 | A017 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Administration | 2011 | 6906 | School Bus (1-8 passenger) | 500.00 | 38,000.00 |
| | 251 | A012 | Dodge Caravan | School Bus (1-8 passenger) | 250.00 | Original Cost New |
| | Information Services | 2005 | 9736 | Private Passenger | 500.00 | 15,000.00 |
| | 110 | C014 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | | 2005 | 9795 | Private Passenger | 500.00 | 15,000.00 |
| | 30 | C015 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | | 2007 | 7375 | Private Passenger | 500.00 | 15,941.00 |
| | 65 | A-20 | Dodge Caravan | Private Passenger | 250.00 | Original Cost New |
| | Administration | 2002 | 7182 | Light Truck | 500.00 | 17,600.00 |
| | 64 | A018 | Dodge Caravan | Light Truck | 250.00 | Original Cost New |
| | Information Services | 2005 | 4585 | Light Truck | 500.00 | 15,123.00 |
| | 1 | C008 | Dodge Caravan | Light Truck | 250.00 | Original Cost New |
| 3/30/2022 | Maintenance | 2004 | 2645 | Light Truck | 500.00 | 20,000.00 |
| | 0033 | M-30 | Dodge Dakota PU | | 250.00 | Original Cost New |
| | | 2005 | 9943 | Private Passenger | 500.00 | 10,682.00 |
| | 244 | C-12 | Dodge Neon | Private Passenger | 250.00 | Original Cost New |
| | | 2005 | 9945 | Private Passenger | 500.00 | 10,600.00 |
| | 170 | C-11 | Dodge Neon | Private Passenger | 250.00 | Original Cost New |
| | Information Services | 2005 | 9952 | Private Passenger | 500.00 | 10,600.00 |
| | 127 | C013 | Dodge Neon | Private Passenger | 250.00 | Original Cost New |
| | Information Services | 2005 | 2919 | Private Passenger | 500.00 | 10,600.00 |
| | 150 | C010 | Dodge Neon | Private Passenger | 250.00 | Original Cost New |
| | | 2005 | 2920 | Private Passenger | 500.00 | 10,682.00 |
| | 172 | C-9 | Dodge Neon | Private Passenger | 250.00 | Original Cost New |
| | Information Services | 2005 | 2921 | Private Passenger | 500.00 | 10,600.00 |
| | 157 | C006 | Dodge Neon | Private Passenger | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New | |
|--------------|----------------------|-------------|---------------|--------------------------------------|---------------------|-------------------|-----------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis | |
| | Information Services | 2004 | 4758 | Private Passenger | 500.00 | 9,456.00 | |
| | 59 | C005 | Dodge Neon | Private Passenger | 250.00 | Original Cost New | |
| | Maintenance | 2004 | 5040 | Light Truck | 500.00 | 3,500.00 | |
| | 135 | M001 | Dodge Ram | Light Truck | 250.00 | Original Cost New | |
| | Information Services | 2003 | 8675 | Light Truck | 500.00 | 5,500.00 | |
| | 122 | M021 | Dodge Ram | Light Truck | 250.00 | Original Cost New | |
| 3/17/2022 | Maintenance | 2008 | 3303 | Light Truck | 500.00 | 1,500.00 | |
| | 0004 | M-72 | Dodge Ram | Light Truck | 250.00 | Original Cost New | |
| 3/17/2022 | Maintenance | 2005 | 9585 | Light Truck | 500.00 | 1,200.00 | |
| | 334 | M068 | Dodge Ram | Light Truck | 250.00 | Original Cost New | |
| | Maintenance | 1995 | 6465 | Medium Truck | 500.00 | 8,000.00 | |
| | 365 | M008 | Dump Truck | Medium Truck | 250.00 | Original Cost New | |
| | Maintenance | 2002 | 1625 | Light Truck | 500.00 | 4,000.00 | |
| | 366 | M022 | Ford | Light Truck | 250.00 | Original Cost New | |
| | | | 2009 | 1FMEU73E29UA14638 | Private Passenger | 500.00 | 24,067.00 |
| | 0017 | A010 | Ford | MULTIPURPOSE PASSENGER VEHICLE (MPV) | 250.00 | Original Cost New | |
| 2/28/2022 | | | 2021 | 1FTBF4XG7MKA89402 | Light Truck | 500.00 | 39,046.00 |
| | 0030 | M015 | Ford | TRUCK | 250.00 | Original Cost New | |
| 2/28/2022 | | | 2021 | 1ftbf4xg9mka89403 | Light Truck | 500.00 | 39,046.00 |
| | 0031 | | Ford | TRUCK | 250.00 | Original Cost New | |
| | Administration | 2016 | 5559 | Light Truck | 500.00 | 25,837.00 | |
| | 274 | A011 | Ford Explorer | Light Truck | 250.00 | Original Cost New | |
| | Maintenance | 2018 | 6073 | Light Truck | 500.00 | 27,816.00 | |
| | 331 | A030 | Ford Explorer | Light Truck | 250.00 | Original Cost New | |
| | Maintenance | 2018 | 6074 | Light Truck | 500.00 | 27,816.00 | |
| | 332 | A031 | Ford Explorer | Light Truck | 250.00 | Original Cost New | |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------|-------------|--------------|-------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Administration | 2015 | 0261 | Light Truck | 500.00 | 28,881.00 |
| | 263 | A006 | Ford F150 | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2016 | 3184 | Light Truck | 500.00 | 31,377.00 |
| | 264 | M019 | Ford F250 | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2019 | 3495 | Light Truck | 500.00 | 35,635.00 |
| | 330 | A016 | Ford F250 | Light Truck | 250.00 | Original Cost New |
| 3/30/2022 | Maintenance | 2008 | 5801 | Light Truck | 500.00 | 30,000.00 |
| | 0034 | M-48 | Ford F250 | | 250.00 | Original Cost New |
| 2/28/2022 | Maintenance | 2021 | 9402 | Light Truck | 500.00 | 39,046.00 |
| | 0028 | M-15 | Ford F350 | | 250.00 | Original Cost New |
| 2/28/2022 | Maintenance | 2021 | 9403 | Light Truck | 500.00 | 39,046.00 |
| | 0029 | M-28 | Ford F350 | | 250.00 | Original Cost New |
| | Maintenance | 2011 | 1562 | Light Truck | 500.00 | 1,500.00 |
| | 333 | M067 | Ford Pick Up | Light Truck | 250.00 | Original Cost New |
| | Administration | 2018 | 1133 | Private Passenger | 500.00 | 21,339.00 |
| | 349 | A002 | Ford Taurus | Private Passenger | 250.00 | Original Cost New |
| | Maintenance | 2017 | 4110 | Light Truck | 500.00 | 29,997.00 |
| | 320 | M066 | Ford Transit | Light Truck | 250.00 | Original Cost New |
| 8/30/2022 | IT | 2006 | 9651 | Light Truck | 500.00 | 20,000.00 |
| | 0041 | C-24 | Ford Van | | 250.00 | Original Cost New |
| | Maintenance | 2016 | 4651 | Light Truck | 500.00 | 25,991.00 |
| | 369 | M062 | GMC | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2016 | 4663 | Light Truck | 500.00 | 25,991.00 |
| | 367 | M061 | GMC | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2002 | 1873 | Light Truck | 500.00 | 19,024.00 |
| | 184 | M054 | GMC | Light Truck | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|-------------|-------------|------------------|--------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Maintenance | 1999 | 8612 | Light Truck | 500.00 | 16,440.00 |
| | 75 | M031 | GMC Pickup | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2008 | 0407 | Light Truck | 500.00 | 16,449.00 |
| | 26 | M-33 | GMC Pickup | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2000 | 0176 | Light Truck | 500.00 | 18,559.00 |
| | 160 | M026 | GMC Safari | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2000 | 4000 | Light Truck | 500.00 | 18,559.00 |
| | 76 | M010 | GMC Safari | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2002 | 4570 | Light Truck | 500.00 | 19,024.00 |
| | 77 | M053 | GMC Safari | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2002 | 5513 | Light Truck | 500.00 | 19,024.00 |
| | 217 | M027 | GMC Safari | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2000 | 4111 | Light Truck | 500.00 | 18,559.00 |
| | 74 | M004 | GMC Savannah Van | Light Truck | 250.00 | Original Cost New |
| 3/30/2022 | Maintenance | 2007 | 2552 | Private Passenger | 500.00 | 17,000.00 |
| | 0035 | M-51 | GMC Savannah Van | | 250.00 | Original Cost New |
| | Maintenance | 1990 | 0017 | Trailer | 500.00 | 3,499.00 |
| | 112 | M035 | Hudson Trailer | Trailer | 250.00 | Original Cost New |
| | Garage | 2018 | 1196 | School Bus (over 60 passenger) | 500.00 | 91,611.00 |
| | 286 | B141 | Hyundai | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2018 | 6496 | School Bus (21-60 passenger) | 500.00 | 90,111.00 |
| | 311 | B139 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | Garage | 2018 | 6497 | School Bus (over 60 passenger) | 500.00 | 93,584.00 |
| | 317 | B033 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2018 | 6498 | School Bus (over 60 passenger) | 500.00 | 97,725.00 |
| | 318 | B055 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2018 | 5029 | School Bus (over 60 passenger) | 500.00 | 90,111.00 |
| | 315 | B035 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------|-------------|-------------------|--------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Garage | 2018 | 5030 | School Bus (over 60 passenger) | 500.00 | 90,111.00 |
| | 316 | B051 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2018 | 5031 | School Bus (over 60 passenger) | 500.00 | 90,111.00 |
| | 309 | B057 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2018 | 5068 | School Bus (over 60 passenger) | 500.00 | 94,252.00 |
| | 307 | B006 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2018 | 5069 | School Bus (over 60 passenger) | 500.00 | 94,252.00 |
| | 308 | B007 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Transportation | 2021 | 7228 | School Bus (over 60 passenger) | 500.00 | 99,275.00 |
| | 354 | B025 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Transportation | 2022 | 5232 | School Bus (over 60 passenger) | 500.00 | 103,326.00 |
| | 370 | B046 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Transportation | 2022 | 6318 | School Bus (over 60 passenger) | 500.00 | 97,217.00 |
| | 372 | B044 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Transportation | 2022 | 6319 | School Bus (over 60 passenger) | 500.00 | 97,217.00 |
| | 373 | B047 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2022 | 7771 | School Bus (over 60 passenger) | 500.00 | 103,236.00 |
| | 0008 | B005 | IC CE School Bus | | 250.00 | Original Cost New |
| | Garage | 2022 | 7772 | School Bus (over 60 passenger) | 500.00 | 103,236.00 |
| | 0009 | B013 | IC CE School Bus | | 250.00 | Original Cost New |
| | Garage | 2022 | 7773 | School Bus (over 60 passenger) | 500.00 | 103,326.00 |
| | 371 | B048 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2022 | 4DRBUPWN8NB387770 | School Bus (over 60 passenger) | 500.00 | 103,236.00 |
| | 374 | B001 | IC CE School Bus | BUS | 250.00 | Original Cost New |
| | Garage | 2017 | 1185 | School Bus (9-20 passenger) | 500.00 | 95,752.00 |
| | 284 | B040 | IC CE School Bus | School Bus (9-20 passenger) | 250.00 | Original Cost New |
| | Garage | 2017 | 1782 | School Bus (over 60 passenger) | 500.00 | 83,961.00 |
| | 362 | B127 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2017 | 1783 | School Bus (over 60 passenger) | 500.00 | 83,961.00 |
| | 291 | B130 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2017 | 1784 | School Bus (over 60 passenger) | 500.00 | 83,961.00 |
| | 292 | B135 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|------------|------------------|--------------------------------|--------------------------------|---------------------|------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Garage | 2017 | 1828 | School Bus (over 60 passenger) | 500.00 | 95,752.00 |
| 361 | B026 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2017 | 1829 | School Bus (over 60 passenger) | 500.00 | 95,752.00 |
| 358 | B095 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2017 | 1830 | School Bus (over 60 passenger) | 500.00 | 95,752.00 |
| 360 | B108 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2017 | 3698 | School Bus (over 60 passenger) | 500.00 | 82,106.00 |
| 356 | B037 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2017 | 3699 | School Bus (over 60 passenger) | 500.00 | 82,106.00 |
| 359 | B097 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 1192 | School Bus (9-20 passenger) | 500.00 | 91,611.00 |
| 281 | B111 | IC CE School Bus | School Bus (9-20 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 1193 | School Bus (9-20 passenger) | 500.00 | 91,611.00 |
| 282 | B116 | IC CE School Bus | School Bus (9-20 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 1194 | School Bus (9-20 passenger) | 500.00 | 91,611.00 |
| 283 | B132 | IC CE School Bus | School Bus (9-20 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 1195 | School Bus (over 60 passenger) | 500.00 | 91,611.00 |
| 285 | B140 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 0346 | Transit Bus (1-8 passenger) | 500.00 | 90,111.00 |
| 319 | B065 | IC CE School Bus | Transit Bus (1-8 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 0347 | School Bus (over 60 passenger) | 500.00 | 90,111.00 |
| 24532 | 8 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 0356 | School Bus (21-60 passenger) | 500.00 | 90,111.00 |
| 299 | 43 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 0357 | School Bus (over 60 passenger) | 500.00 | 90,111.00 |
| 303 | B117 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2018 | 0358 | School Bus (21-60 passenger) | 500.00 | 90,111.00 |
| 300 | B045 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2012 | 2274 | School Bus (over 60 passenger) | 500.00 | 82,057.00 |
| 231 | B098 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2012 | 2275 | School Bus (over 60 passenger) | 500.00 | 82,057.00 |
| 230 | B102 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2013 | 1141 | School Bus (21-60 passenger) | 500.00 | 83,480.00 |
| 173 | B145 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New | |
|--------------|------------|-------------|------------------|--------------------------------|--------------------------------|---------------------|------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | # of Passengers | APD Comp Deductible | Cost Basis |
| | Garage | 2015 | 5883 | School Bus (21-60 passenger) | 500.00 | 81,519.00 | |
| | 253 | B032 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2015 | 5884 | School Bus (21-60 passenger) | 500.00 | 81,519.00 | |
| | 254 | B136 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 2699 | School Bus (21-60 passenger) | 500.00 | 86,159.00 | |
| | 00258 | B027 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 2716 | School Bus (over 60 passenger) | 500.00 | 86,159.00 | |
| | 257 | B070 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 2717 | School Bus (over 60 passenger) | 500.00 | 86,159.00 | |
| | 258 | B096 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 2718 | School Bus (over 60 passenger) | 500.00 | 86,159.00 | |
| | 00259 | B128 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 2719 | School Bus (over 60 passenger) | 500.00 | 86,159.00 | |
| | 260 | B129 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 2979 | School Bus (21-60 passenger) | 500.00 | 96,421.00 | |
| | 258 | B099 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 2980 | School Bus (21-60 passenger) | 500.00 | 96,421.00 | |
| | 259 | B101 | IC CE School Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 3080 | School Bus (over 60 passenger) | 500.00 | 96,421.00 | |
| | 261 | B091 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2016 | 3081 | School Bus (over 60 passenger) | 500.00 | 96,421.00 | |
| | 262 | B126 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2010 | 4569 | School Bus (over 60 passenger) | 500.00 | 86,250.00 | |
| | 355 | B031 | IC CE School Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | | 2008 | 0266 | School Bus (9-20 passenger) | 500.00 | 58,093.00 |
| | 4 | B-60 | IHC Bus | School Bus (9-20 passenger) | 250.00 | Original Cost New | |
| | Garage | 2008 | 0267 | School Bus (over 60 passenger) | 500.00 | 58,093.00 | |
| | 93 | B066 | IHC Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | | 2008 | 0268 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 44 | B-52 | IHC Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2008 | 0269 | School Bus (over 60 passenger) | 500.00 | 58,093.00 | |
| | 139 | B077 | IHC Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | | 2008 | 0270 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 54 | B-84 | IHC Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|------------|-------------|-------------------|--------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Garage | 2008 | 0271 | School Bus (over 60 passenger) | 500.00 | 58,575.00 |
| | 182 | B071 | IHC Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2008 | 0272 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 162 | B-89 | IHC Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2008 | 7688 | School Bus (21-60 passenger) | 500.00 | 81,220.00 |
| | 185 | B030 | IHC Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | Garage | 2008 | 9430 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 37 | B042 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2008 | 9431 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 238 | B-72 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2008 | 9432 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 78 | B016 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2008 | 9433 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 23 | B-63 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2008 | 9434 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 21 | B-68 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2008 | 9435 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 174 | B-81 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2008 | 9436 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 212 | B-83 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2008 | 9437 | School Bus (over 60 passenger) | 500.00 | 62,580.00 |
| | 168 | B074 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2009 | 2908 | School Bus (21-60 passenger) | 500.00 | 83,750.00 |
| | 46 | B-151 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | Garage | 2009 | 2909 | School Bus (21-60 passenger) | 500.00 | 83,750.00 |
| | 79 | B152 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | Garage | 2009 | 2910 | School Bus (21-60 passenger) | 500.00 | 83,750.00 |
| | 166 | B153 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | Garage | 2007 | 4545 | School Bus (21-60 passenger) | 500.00 | 63,597.00 |
| | 109 | B014 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | | 2007 | 4549 | School Bus (21-60 passenger) | 500.00 | 63,597.00 |
| | 66 | B-54 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | | 2006 | 3611 | School Bus (over 60 passenger) | 500.00 | 73,550.00 |
| | 53 | B-73 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|------------|-------------|-------------------|--------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Garage | 2006 | 3612 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 13 | B015 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2006 | 3613 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 25 | B-34 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2006 | 3614 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 33 | B076 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2006 | 3615 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 40 | B-58 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2006 | 3616 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 180 | B009 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2006 | 3617 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 148 | B050 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2006 | 4804 | School Bus (over 60 passenger) | 500.00 | 51,523.00 |
| | 60 | B-149 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2001 | 4582 | School Bus (21-60 passenger) | 500.00 | 57,840.00 |
| | 152 | B109 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New |
| | Garage | 2001 | 6801 | School Bus (over 60 passenger) | 500.00 | 52,964.00 |
| | 111 | B133 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2004 | 8199 | School Bus (over 60 passenger) | 500.00 | 59,133.00 |
| | 52 | B-143 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2010 | 4571 | School Bus (over 60 passenger) | 500.00 | 75,270.00 |
| | 136 | B018 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2010 | 4572 | School Bus (over 60 passenger) | 500.00 | 75,270.00 |
| | 163 | B023 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2010 | 4746 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | 116 | B020 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2010 | 4747 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | 57 | B022 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2010 | 4748 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | 90 | B088 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2010 | 4749 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | 36 | B118 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2010 | 4750 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | 7 | B119 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New | |
|--------------|------------|-------------------|--------------------------------|--------------------------------|---------------------|---------------------|------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | # of Passengers | APD Comp Deductible | Cost Basis |
| | Garage 6 | 2010 | 6163 | School Bus (over 60 passenger) | 500.00 | 83,750.00 | |
| | B003 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 164 | 2010 | 6164 | School Bus (over 60 passenger) | 500.00 | 83,750.00 | |
| | B061 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 141 | 2010 | 6654 | School Bus (over 60 passenger) | 500.00 | 73,476.00 | |
| | B021 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 242 | 2010 | 6655 | School Bus (over 60 passenger) | 500.00 | 73,476.00 | |
| | B069 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 104 | 2010 | 6656 | School Bus (over 60 passenger) | 500.00 | 73,476.00 | |
| | B085 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 32 | 2010 | 6657 | School Bus (over 60 passenger) | 500.00 | 73,476.00 | |
| | B104 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 176 | 2010 | 6658 | School Bus (over 60 passenger) | 500.00 | 73,476.00 | |
| | B112 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 198 | 2011 | 7071 | School Bus (over 60 passenger) | 500.00 | 75,976.00 | |
| | B019 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 156 | 2011 | 7072 | School Bus (over 60 passenger) | 500.00 | 75,976.00 | |
| | B082 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 86 | 2011 | 7074 | School Bus (21-60 passenger) | 500.00 | 76,057.00 | |
| | B121 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | | |
| | Garage 235 | 2011 | 7075 | School Bus (21-60 passenger) | 500.00 | 76,057.00 | |
| | B122 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | | |
| | Garage 8 | 2011 | 7076 | School Bus (21-60 passenger) | 500.00 | 76,057.00 | |
| | B123 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | | |
| | Garage 222 | 2011 | 7077 | School Bus (21-60 passenger) | 500.00 | 76,057.00 | |
| | B124 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | | |
| | Garage 119 | 2011 | 7080 | School Bus (over 60 passenger) | 500.00 | 76,057.00 | |
| | B024 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 237 | 2011 | 7081 | School Bus (over 60 passenger) | 500.00 | 76,057.00 | |
| | B059 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 146 | 2011 | 7082 | School Bus (over 60 passenger) | 500.00 | 76,057.00 | |
| | B103 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |
| | Garage 190 | 2011 | 7083 | School Bus (over 60 passenger) | 500.00 | 76,057.00 | |
| | B120 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | | |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New | |
|--------------|--------------|-------------|-------------------|--------------------------------|--------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | # of Passengers | APD Comp Deductible | Cost Basis |
| | Garage 45 | B125 | 2011 | 7084 | School Bus (over 60 passenger) | 500.00 | 76,057.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 178 | B093 | 2012 | 0560 | School Bus (over 60 passenger) | 500.00 | 93,520.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 142 | B159 | 2012 | 1263 | School Bus (over 60 passenger) | 500.00 | 82,057.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 105 | B160 | 2012 | 1264 | School Bus (over 60 passenger) | 500.00 | 82,057.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | 3 | B-75 | 2009 | 4135 | School Bus (over 60 passenger) | 500.00 | 73,476.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 69 | B079 | 2009 | 4136 | School Bus (over 60 passenger) | 500.00 | 73,476.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | 62 | B-87 | 2009 | 4137 | School Bus (over 60 passenger) | 500.00 | 73,476.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | 201 | B-36 | 2009 | 4138 | School Bus (over 60 passenger) | 500.00 | 73,476.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 214 | B028 | 2010 | 4562 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 210 | B029 | 2010 | 4563 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 138 | B062 | 2010 | 4564 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 12 | B092 | 2010 | 4565 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 191 | B094 | 2010 | 4566 | School Bus (over 60 passenger) | 500.00 | 75,976.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |
| | Garage 00256 | B105 | 2014 | 1439 | School Bus (21-60 passenger) | 500.00 | 93,520.00 |
| | | | International Bus | School Bus (21-60 passenger) | | 250.00 | Original Cost New |
| | Garage 255 | B137 | 2014 | 1440 | School Bus (21-60 passenger) | 500.00 | 93,520.00 |
| | | | International Bus | School Bus (21-60 passenger) | | 250.00 | Original Cost New |
| | Garage 250 | B144 | 2014 | 1651 | School Bus (21-60 passenger) | 500.00 | 93,520.00 |
| | | | International Bus | School Bus (21-60 passenger) | | 250.00 | Original Cost New |
| | Garage 71 | B080 | 2009 | 3828 | School Bus (over 60 passenger) | 500.00 | 70,067.00 |
| | | | International Bus | School Bus (over 60 passenger) | | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New | |
|--------------|------------|-------------|-------------------|--------------------------------|---------------------|---------------------|------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | # of Passengers | APD Comp Deductible | Cost Basis |
| | Garage | 2009 | 3829 | School Bus (over 60 passenger) | 500.00 | 70,067.00 | |
| | 114 | B090 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2012 | 2283 | School Bus (over 60 passenger) | 500.00 | 82,912.00 | |
| | 219 | B011 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2012 | 2284 | School Bus (over 60 passenger) | 500.00 | 82,912.00 | |
| | 216 | B012 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2012 | 2285 | School Bus (over 60 passenger) | 500.00 | 82,912.00 | |
| | 124 | B039 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2011 | 5819 | School Bus (over 60 passenger) | 500.00 | 93,520.00 | |
| | 220 | B155 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2011 | 5820 | School Bus (over 60 passenger) | 500.00 | 93,520.00 | |
| | 206 | B156 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2011 | 5821 | School Bus (over 60 passenger) | 500.00 | 93,520.00 | |
| | 15 | B157 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2011 | 5822 | School Bus (21-60 passenger) | 500.00 | 93,520.00 | |
| | 159 | B158 | International Bus | School Bus (21-60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2011 | 6756 | School Bus (over 60 passenger) | 500.00 | 75,270.00 | |
| | 155 | B154 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | 2017 | 3947 | School Bus (over 60 passenger) | 500.00 | 83,961.00 | |
| | 294 | B-56 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | 2017 | 3948 | School Bus (over 60 passenger) | 500.00 | 83,961.00 | |
| | 296 | B-106 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | 2017 | 3971 | School Bus (over 60 passenger) | 500.00 | 95,752.00 | |
| | 297 | B110 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | 2017 | 8927 | School Bus (over 60 passenger) | 500.00 | 94,932.00 | |
| | 287 | B-53 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | | 2017 | 8928 | School Bus (over 60 passenger) | 500.00 | 94,932.00 | |
| | 288 | B-138 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2017 | 2067 | School Bus (over 60 passenger) | 500.00 | 83,961.00 | |
| | 298 | B115 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2017 | 2070 | School Bus (over 60 passenger) | 500.00 | 95,752.00 | |
| | 295 | B134 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |
| | Garage | 2022 | 593 | School Bus (over 60 passenger) | 500.00 | 98,617.00 | |
| | 0002 | B113 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New | |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|------------|-------------|-------------------|--------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Garage | 2022 | 3611 | School Bus (over 60 passenger) | 500.00 | 98,617.00 |
| | 0001 | B073 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2022 | 0594 | School Bus (over 60 passenger) | 500.00 | 98,617.00 |
| | 0003 | B143 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2022 | 0595 | School Bus (21-60 passenger) | 500.00 | 98,617.00 |
| | 0005 | B147 | International Bus | Bus | 250.00 | Original Cost New |
| | Garage | 2022 | 0596 | School Bus (over 60 passenger) | 500.00 | 98,617.00 |
| | 0006 | B148 | International Bus | | 250.00 | Original Cost New |
| | Garage | 2022 | 0597 | School Bus (over 60 passenger) | 500.00 | 98,617.00 |
| | 0007 | B150 | International Bus | | 250.00 | Original Cost New |
| | Garage | 2020 | 4428 | Transit Bus (21-60 passenger) | 500.00 | 96,552.00 |
| | 347 | B038 | International Bus | Transit Bus (21-60 passenger) | 250.00 | Original Cost New |
| | Garage | 2020 | 6045 | School Bus (over 60 passenger) | 500.00 | 99,905.00 |
| | 0011 | B041 | International Bus | | 250.00 | Original Cost New |
| | Garage | 2020 | 6045 | School Bus (over 60 passenger) | 500.00 | 95,905.00 |
| | 357 | B041 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2020 | 6267 | School Bus (over 60 passenger) | 500.00 | 93,182.00 |
| | 346 | B064 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2020 | 6268 | School Bus (over 60 passenger) | 500.00 | 93,182.00 |
| | 343 | B067 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2020 | 6269 | School Bus (over 60 passenger) | 500.00 | 93,182.00 |
| | 344 | B078 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2020 | 6270 | School Bus (over 60 passenger) | 500.00 | 93,182.00 |
| | 345 | B146 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2020 | 9064 | School Bus (over 60 passenger) | 500.00 | 96,552.00 |
| | 342 | B004 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2019 | 9559 | School Bus (over 60 passenger) | 500.00 | 97,725.00 |
| | 337 | B100 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2019 | 2478 | School Bus (over 60 passenger) | 500.00 | 93,584.00 |
| | 323 | B107 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2019 | 2479 | School Bus (over 60 passenger) | 500.00 | 93,584.00 |
| | 324 | B131 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Garage | 2019 | 2480 | School Bus (over 60 passenger) | 500.00 | 93,584.00 |
| | 325 | B142 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------|-------------|--------------------------|----------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Garage | 2019 | 2486 | School Bus (over 60 passenger) | 500.00 | 97,725.00 |
| | 353 | B017 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| 4/11/2022 | Bus | 2023 | 6639 | School Bus (over 60 passenger) | 500.00 | 98,972.00 |
| | 0036 | Bus 9 | International Bus | | 250.00 | Original Cost New |
| 4/11/2022 | Bus | 2023 | 6640 | School Bus (over 60 passenger) | 500.00 | 98,972.00 |
| | 0037 | Bus 15 | International Bus | | 250.00 | Original Cost New |
| 4/13/2022 | Bus | 2023 | 6641 | School Bus (over 60 passenger) | 500.00 | 98,972.00 |
| | 0038 | Bus 50 | International Bus | | 250.00 | Original Cost New |
| 4/13/2022 | Bus | 2023 | 6642 | School Bus (over 60 passenger) | 500.00 | 98,972.00 |
| | 0039 | Bus 145 | International Bus | | 250.00 | Original Cost New |
| 4/13/2022 | Bus | 2023 | 6643 | School Bus (over 60 passenger) | 500.00 | 98,972.00 |
| | 0040 | Bus 149 | International Bus | | 250.00 | Original Cost New |
| | Garage | 2021 | 6312 | School Bus (over 60 passenger) | 500.00 | 99,275.00 |
| | 0010 | B002 | International Bus | | 250.00 | Original Cost New |
| | Transportation | 2021 | 6312 | School Bus (over 60 passenger) | 500.00 | 99,275.00 |
| | 352 | B002 | International Bus | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | | 2019 | 4DRBUC8N7KB652485 | School Bus (over 60 passenger) | 500.00 | 97,725.00 |
| | 0023 | B010 | International Bus | BUS | 250.00 | Original Cost New |
| 11/11/2022 | BUS | 2024 | 7908 | School Bus (over 60 passenger) | 500.00 | 103,591.00 |
| | 0048 | 109 | International Bus | | 250.00 | Original Cost New |
| 10/18/2022 | BUS | 2022 | 5078 | School Bus (over 60 passenger) | 500.00 | 112,980.00 |
| | 0045 | 34 | International Bus | | 250.00 | Original Cost New |
| 10/18/2022 | BUS | 2022 | 5079 | School Bus (over 60 passenger) | 500.00 | 112,980.00 |
| | 0046 | 58 | International Bus | | 250.00 | Original Cost New |
| | | 2022 | 4DRBUPWN5NB206320 | School Bus (over 60 passenger) | 500.00 | 97,217.00 |
| | 0024 | B049 | International Bus | BUS | 250.00 | Original Cost New |
| | | 2022 | 4DRBUPWN6NB545233 | School Bus (over 60 passenger) | 500.00 | 101,836.00 |
| | 0025 | B054 | International Bus | BUS | 250.00 | Original Cost New |
| | | 2019 | 4DRBUC8N2KB061027 | Activity Bus (over 60 passenger) | 500.00 | 93,584.00 |
| | 0026 | B114 | International Bus | BUS | 250.00 | Original Cost New |
| | Maintenance | 2005 | 8868 | Heavy Truck | 500.00 | 33,900.00 |
| | 115 | M018 | International Dump Truck | Heavy Truck | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|--------------|----------------------|-------------|---------------------|--------------------------------|---------------------|-------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Maintenance | 2009 | 2920 | Medium Truck | 500.00 | 50,678.00 |
| | 151 | M020 | International Truck | Medium Truck | 250.00 | Original Cost New |
| | Garage | 2007 | 7513 | School Bus (over 60 passenger) | 500.00 | 58,093.00 |
| | 226 | B086 | International Truck | School Bus (over 60 passenger) | 250.00 | Original Cost New |
| | Administration | 2016 | 0570 | Light Truck | 500.00 | 19,992.00 |
| | 276 | A022 | Jeep | Light Truck | 250.00 | Original Cost New |
| | Administration | 2016 | 0571 | Light Truck | 500.00 | 19,992.00 |
| | 275 | A003 | Jeep | Light Truck | 250.00 | Original Cost New |
| | Maintenance | 2016 | 3815 | Trailer | 500.00 | 6,400.00 |
| | 271 | M036 | Trailer | Trailer | 250.00 | Original Cost New |
| | Maintenance | 2015 | 2877 | Trailer | 500.00 | 5,600.00 |
| | 256 | M059 | Trailer | Trailer | 250.00 | Original Cost New |
| | Maintenance | 2006 | 2054 | Trailer | 500.00 | 38,501.00 |
| | 364 | M005 | Trailer | Trailer | 250.00 | Original Cost New |
| | Maintenance | 2004 | 6001 | Trailer | 500.00 | 6,900.00 |
| | 143 | M055 | Trailer | Trailer | 250.00 | Original Cost New |
| | Maintenance | 1988 | 9106 | Trailer | 500.00 | 10,895.00 |
| | 51 | M046 | Trailer | Trailer | 250.00 | Original Cost New |
| | Maintenance | 2004 | 0310 | Trailer | 500.00 | 2,350.00 |
| | 20 | M024 | Trailer | Trailer | 250.00 | Original Cost New |
| 7/1/2022 | Trailer | 2022 | 6977 | Trailer | 500.00 | 7,347.00 |
| | 0047 | C-23 | Trailer | | 250.00 | Original Cost New |
| 7/27/2022 | MAINT | 2004 | 1927 | Trailer | 500.00 | 2,000.00 |
| | 0044 | M-77 | Trailer | | 250.00 | Original Cost New |
| | Information Services | 2019 | 0269 | Trailer | 500.00 | 7,027.00 |
| | 341 | C022 | Trailer | Trailer | 250.00 | Original Cost New |

| Date Added | Department | Year | VIN | Vehicle Type | APD Coll Deductible | Cost New |
|---|-------------|-------------|----------------------|--------------|---------------------|----------------------|
| Date Removed | VRSA # | Member Veh# | Make | Description | APD Comp Deductible | Cost Basis |
| | Maintenance | 2000 | 5695 | Trailer | 500.00 | 4,854.00 |
| | 83 | M041 | Wells Cargo Box Trlr | Trailer | 250.00 | Original Cost New |
| Totals for York County Schools - 303 Vehicles Schedule | | | | | | 17,152,434.01 |
| 303 | | | | | | |
| Grand Totals - 303 Vehicles Schedule | | | | | | 17,152,434.01 |
| 303 | | | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|------------------------------------|---------------------------------|---------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| Member: York County Schools | | | | | | | | | | |
| 1 | School Board Office | 302 DARE RD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY BACK-UP GENERATOR, EMERGENCY LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FI RE EXTINGUISHERS | 25,723 | | \$5,780,460 | \$2,220,750 | \$45,150 | \$8,046,360 |
| 1 | York County School Board Office | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1976 | \$1,000 | | | | |
| 2 | Bus Shop | 505 COOK ROAD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY BACK-UP GENERATOR, EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FI RE EXTINGUISHERS | 13,106 | | \$1,903,335 | \$934,500 | \$83,265 | \$2,921,100 |
| 1 | Bus Shop | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1963 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|----------------------------|--------------------------------|------------------|--|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 2 | Bus Shop | 505 COOK RD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FIRE EXTINGUISHERS | 15,185 | | \$1,362,900 | \$435,750 | \$0 | \$1,798,650 |
| 3 | Offices/Warehouse | YORKTOWN | Occupied | 2 - Joisted Masonry | 1971 | \$1,000 | | | | |
| 2 | Bus Shop | 505 Cook Road | Replacement Cost | | 5,460 | | \$321,175 | \$187,779 | \$0 | \$508,954 |
| 2 | Maintenance Building | Yorktown | Occupied | 2 - Joisted Masonry | 1975 | \$1,000 | | | | |
| 2 | Bus Shop | 505 Cook Road | Replacement Cost | | 6,386 | | \$375,638 | \$219,457 | \$0 | \$595,094 |
| 4 | Warehouse | Yorktown | Occupied | 2 - Joisted Masonry | 1969 | \$1,000 | | | | |
| 3 | York High School | 9300 George Washington Parkway | Replacement Cost | | 348 | | \$17,371 | \$6,075 | \$0 | \$23,446 |
| 5 | Radio Transmitter Building | Yorktown | Occupied | 2 - Joisted Masonry | 1978 | \$1,000 | | | | |

Active Location Schedule

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|------------------------------|---|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 3 | York High School | 9300 GEORGE WASHINGTON MEMORIAL HIGHWAY | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FIRE EXTINGUISHERS | 11,812 | | \$2,030,490 | \$388,500 | \$0 | \$2,418,990 |
| 2 | Adult Education Building | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1956 | \$1,000 | | | | |
| 3 | York High School | 9300 GEORGE WASHINGTON MEMORIAL HIGHWAY | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FIRE EXTINGUISHERS | 8,700 | | \$1,834,035 | \$172,200 | \$0 | \$2,006,235 |
| 7 | Classroom Annex (V Building) | YORKTOWN | Occupied | 3 - Noncombustible | 1975 | \$1,000 | | | | |
| 3 | York High School | 9300 George Washington Highway | Replacement Cost | | 276 | | \$16,054 | \$9,521 | \$0 | \$25,575 |
| 4 | Electric Equipment Building | Yorktown | Occupied | 3 - Noncombustible | 1978 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|--------------------------------------|---|------------------|---|------------|---------------|----------------|----------------|-------------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 3 | York High School | 9300 George Washington Parkway | Replacement Cost | | 2,281 | | \$244,856 | \$77,640 | \$0 | \$322,495 |
| 15 | York High School- Project Experience | Yorktown | Occupied | 1 - Frame / Combustible | 1975 | \$1,000 | | | | |
| 3 | York High School | 9300 George Washington Hwy | Replacement Cost | | 0 | | \$92,311 | \$31,452 | \$0 | \$123,763 |
| 14 | Portable 4 | Yorktown | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |
| 3 | York High School | 9300 GEORGE WASHINGTON MEMORIAL HIGHWAY | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SPRINKLER SYSTEM,FIRE EXTINGUISHERS | 164,136 | | \$39,977,070 | \$5,030,760 | \$3,768,030 | \$48,775,860 |
| 1 | York High School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1956 | \$1,000 | | | | |
| 4 | Bailey Field | 9300 George Washington Mem. Highway | Replacement Cost | | 7,362 | | \$497,355 | \$0 | \$0 | \$497,355 |
| 7 | Home Bleachers | Yorktown | Occupied | 3 - Noncombustible | 1980 | \$1,000 | | | | |
| 4 | Bailey Field | 9300 George Washington Mem. Highway | Replacement Cost | | 7,362 | | \$497,355 | \$0 | \$0 | \$497,355 |
| 8 | Visitor Bleachers | Yorktown | Occupied | 3 - Noncombustible | 1980 | \$1,000 | | | | |

Active Location Schedule

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|------------------------------|-------------------------------------|------------------|-------------------------|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 4 | Bailey Field | 9300 George Washington Mem. Highway | Replacement Cost | | 1,375 | | \$278,652 | \$0 | \$0 | \$278,652 |
| 3 | Restroom Building (Visitors) | Yorktown | Occupied | 2 - Joisted Masonry | 1980 | \$1,000 | | | | |
| 4 | Bailey Field | 9300 George Washington Mem. Highway | Replacement Cost | | 803 | | \$170,085 | \$0 | \$0 | \$170,085 |
| 4 | Restroom Building (Home) | Yorktown | Occupied | 2 - Joisted Masonry | 1980 | \$1,000 | | | | |
| 4 | Bailey Field | 9300 George Washington Mem. Highway | Replacement Cost | | 1,990 | | \$293,853 | \$17,072 | \$0 | \$310,925 |
| 5 | Press Box/Concession | Yorktown | Occupied | 2 - Joisted Masonry | 1980 | \$1,000 | | | | |
| 4 | Bailey Field | 9300 George Washington Mem. Highway | Replacement Cost | | 480 | | \$24,930 | \$16,577 | \$0 | \$41,507 |
| 2 | Storage Building | Yorktown | Occupied | 1 - Frame / Combustible | 1980 | \$1,000 | | | | |
| 4 | Bailey Field | 9300 George Washington Mem. Highway | Replacement Cost | | 198 | | \$19,637 | \$0 | \$199,443 | \$219,080 |
| 1 | Bailey Field - Ticket Booth | Yorktown | Occupied | 1 - Frame / Combustible | 1990 | \$1,000 | | | | |
| 6 | Grafton School Complex | 405 Grafton Drive | Replacement Cost | | 1,152 | | \$79,254 | \$39,558 | \$0 | \$118,813 |
| 2 | Ballfield Storage | Yorktown | Occupied | 2 - Joisted Masonry | 1996 | \$1,000 | | | | |
| 6 | Grafton School Complex | 405 Grafton Drive | Replacement Cost | | 648 | | \$40,140 | \$11,161 | \$0 | \$51,301 |
| 4 | Storage Building #2 | Yorktown | Occupied | 3 - Noncombustible | 1996 | \$1,000 | | | | |
| 6 | Grafton School Complex | 405 Grafton Drive | Replacement Cost | | 648 | | \$40,140 | \$11,161 | \$0 | \$51,301 |
| 3 | Storage Building #1 | Yorktown | Occupied | 3 - Noncombustible | 1996 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|------------------------|----------------------|------------------|---|------------|---------------|----------------|----------------|-------------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 6 | Grafton School Complex | 405 GRAFTON DRIVE | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY BACK-UP GENERATOR, EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SPRINKLER SYSTEM | 290,040 | | \$69,181,350 | \$7,284,060 | \$1,015,770 | \$77,481,180 |
| 1 | Grafton School Complex | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1996 | \$1,000 | | | | |
| 7 | Bruton High School | 185 ROCHAMBEAU DRIVE | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SPRINKLER SYSTEM,FIRE EXTINGUISHERS | 154,354 | | \$37,321,305 | \$4,389,000 | \$1,391,985 | \$43,102,290 |
| 1 | Bruton High School | WILLIAMBURG | Occupied | 4 - Masonry Noncombust. | 1976 | \$1,000 | | | | |

Active Location Schedule

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|-------------------------|----------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 7 | Bruton High School | 185 Rochambeau Drive | Replacement Cost | | 761 | | \$42,522 | \$13,130 | \$0 | \$55,652 |
| 4 | Field Storage "The Pit" | Yorktown | Occupied | 2 - Joisted Masonry | 1980 | \$1,000 | | | | |
| 7 | Bruton High School | 185 Rochambeau Drive | Replacement Cost | | 64 | | \$3,077 | \$165 | \$0 | \$3,241 |
| 8 | Storage Shed | Yorktown | Occupied | 2 - Joisted Masonry | 1978 | \$1,000 | | | | |
| 7 | Bruton High School | 185 Rochambeau Drive | Replacement Cost | | 76 | | \$9,770 | \$0 | \$0 | \$9,770 |
| 7 | Drivers Ed Building | Yorktown | Occupied | 2 - Joisted Masonry | 1976 | \$1,000 | | | | |
| 7 | Bruton High School | 185 Rochambeau Drive | Replacement Cost | | 1,356 | | \$164,297 | \$29,709 | \$0 | \$194,006 |
| 2 | Concession Stand | Yorktown | Occupied | 2 - Joisted Masonry | 1995 | \$1,000 | | | | |
| 8 | Tabb High School | 4431 BIG BETHEL ROAD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY BACK-UP GENERATOR, EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SPRINKLER SYSTEM,FIRE EXTINGUISHERS | 158,108 | | \$39,370,800 | \$5,318,250 | \$981,750 | \$45,670,800 |
| 1 | Tabb High School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1972 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|---------------------------|--------------------------------------|------------------|--|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 8 | Tabb High School | 4431 Big Bethel Road | Replacement Cost | | 510 | | \$30,803 | \$17,563 | \$0 | \$48,366 |
| 4 | Metal Storage Building | Yorktown | Occupied | 3 - Noncombustible | 1998 | \$1,000 | | | | |
| 8 | Tabb High School | 4431 Big Bethel Road | Replacement Cost | | 0 | | \$81,308 | \$31,452 | \$0 | \$112,760 |
| 5 | Tabb High School Portable | Yorktown | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |
| 9 | Yorktown Middle School | 11201 George Washington Mem. Highway | Replacement Cost | | 101 | | \$4,950 | \$6,566 | \$0 | \$11,517 |
| 4 | Storage Building #1 | Yorktown | Occupied | 1 - Frame / Combustible | 1996 | \$1,000 | | | | |
| 9 | Yorktown Middle School | 11201 George Washington Mem. Highway | Replacement Cost | | 199 | | \$9,904 | \$6,566 | \$0 | \$16,470 |
| 5 | Storage Building #2 | Yorktown | Occupied | 1 - Frame / Combustible | 1996 | \$1,000 | | | | |
| 9 | Yorktown Middle School | 11201 GEORGE WASHINGTON MEMORIAL HWY | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY BACK-UP GENERATOR, EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SP RINKLER SYSTEM,FIRE EXTINGUISHERS | 123,511 | | \$28,715,715 | \$3,583,335 | \$252,840 | \$32,551,890 |
| 1 | Yorktown Middle School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1954 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|-----------------------------|-----------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 10 | Queens Lake Middle School | 124 W QUEENS DRIVE | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SPRINKLER SYSTEM,FIRE EXTINGUISHERS | 57,095 | | \$12,911,220 | \$1,771,875 | \$121,485 | \$14,804,580 |
| 1 | Queens Lake Middle School | WILLIAMSBURG | Occupied | 4 - Masonry Noncombust. | 1966 | \$1,000 | | | | |
| 10 | Queens Lake Middle School | 124 West Queens Drive | Replacement Cost | | 98 | | \$4,950 | \$3,446 | \$0 | \$8,396 |
| 6 | Storage Building | Yorktown | Occupied | 1 - Frame / Combustible | 1980 | \$1,000 | | | | |
| 10 | Queens Lake Middle School | 124 West Queens Drive | Replacement Cost | | 0 | | \$86,157 | \$31,452 | \$0 | \$117,609 |
| 7 | Queens Lake Middle Portable | Williamsburg | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|-----------------------|-------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 11 | Tabb Middle School | 300 YORKTOWN RD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SPRINKLER SYSTEM,FIRE EXTINGUISHERS | 91,622 | | \$21,090,090 | \$2,800,875 | \$513,870 | \$24,404,835 |
| 1 | Tabb Middle School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1967 | \$1,000 | | | | |
| 11 | Tabb Middle School | 300 Yorktown Road | Replacement Cost | | 0 | | \$81,308 | \$31,452 | \$0 | \$112,760 |
| 3 | Tabb Middle Portable | Yorktown | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |
| 11 | Tabb Middle School | 300 Yorktown Road | Replacement Cost | | 106 | | \$5,292 | \$3,611 | \$0 | \$8,903 |
| 2 | Storage Building | Yorktown | Occupied | 1 - Frame / Combustible | 1980 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|--------------------------------|---------------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 12 | Bethel Manor Elementary School | 1797 FIRST STREET | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SPRINKLER SYSTEM - PARTIAL,SECURITY CAMERAS,FIRE EXTINGUISHERS | 65,641 | | \$15,851,955 | \$2,023,875 | \$200,025 | \$18,075,855 |
| 1 | Bethel Manor Elementary School | HAMPTON | Occupied | 4 - Masonry Noncombust. | 1940 | \$1,000 | | | | |
| 13 | Coventry Elementary School | 200 Owens Davis Boulevard | Replacement Cost | | 0 | | \$76,346 | \$31,452 | \$0 | \$107,798 |
| 4 | Coventry Elementary Portable | Yorktown | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |
| 13 | Coventry Elementary School | 200 Owens Davis Boulevard | Replacement Cost | | 106 | | \$5,123 | \$3,611 | \$0 | \$8,734 |
| 3 | Wooden Storage Building | Yorktown | Occupied | 1 - Frame / Combustible | 1989 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|----------------------------|----------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 13 | Coventry Elementary School | 200 OWENS DAVIS BLVD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SPRINKLER SYSTEM - PARTIAL,SECURITY CAMERAS,FIRE EXTINGUISHERS | 77,753 | | \$18,726,540 | \$2,365,125 | \$404,145 | \$21,495,810 |
| 1 | Coventry Elementary School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1989 | \$1,000 | | | | |
| 14 | Dare Elementary School | 300 DARE ROAD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FIRE EXTINGUISHERS | 44,476 | | \$10,576,545 | \$1,430,625 | \$453,600 | \$12,460,770 |
| 1 | Dare Elementary School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1965 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|------------------------|--------------------|------------------|--|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 14 | Dare Elementary School | 300 DARE ROAD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,SPRINKLER SYSTEM - PARTIAL,SECURITY CAMERAS,FIRE EXTINGUISHERS | 11,050 | | \$1,827,735 | \$31,500 | \$0 | \$1,859,235 |
| 2 | Gymnasium | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1997 | \$1,000 | | | | |
| 14 | Dare Elementary School | 410 LAKESIDE DRIVE | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,SECURITY CAMERAS,FIRE EXTINGUISHERS | 9,069 | | \$1,463,805 | \$238,875 | \$0 | \$1,702,680 |
| 3 | EXTENDS CENTER | YORKTOWN | | 4 - Masonry Noncombust. | 2008 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|--|--------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 15 | Grafton Bethel Elementary School | 410 LAKESIDE DRIVE | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FIRE EXTINGUISHERS | 69,095 | | \$16,604,700 | \$2,149,875 | \$363,195 | \$19,117,770 |
| 1 | Grafton Bethel Elementary School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1954 | \$1,000 | | | | |
| 15 | Grafton Bethel Elementary School | 410 Lakeside Drive | Replacement Cost | | 6,000 | | \$840,680 | \$79,937 | \$0 | \$920,617 |
| 3 | Gymnasium | Yorktown | Occupied | 3 - Noncombustible | 1997 | \$1,000 | | | | |
| 15 | Grafton Bethel Elementary School | 410 Lakeside Drive | Replacement Cost | | 0 | | \$81,931 | \$31,451 | \$0 | \$113,383 |
| 2 | Grafton Bethel Elementary School - Portable #1 | Yorktown | | 1 - Frame / Combustible | | \$1,000 | | | | |
| 15 | Grafton Bethel Elementary School | 410 Lakeside Drive | Replacement Cost | | 0 | | \$81,931 | \$31,451 | \$0 | \$113,383 |
| 4 | Portable #2 | Yorktown | | 1 - Frame / Combustible | | \$1,000 | | | | |
| 16 | Magruder Elementary School | 700 Penniman Road | Replacement Cost | | 0 | | \$81,931 | \$31,451 | \$0 | \$113,383 |
| 2 | Portable #2 | Yorktown | | 1 - Frame / Combustible | | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|------------------------------|-------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 16 | Magruder Elementary School | 700 Penniman Raod | Replacement Cost | | 0 | | \$81,869 | \$31,452 | \$0 | \$113,320 |
| 3 | Magruder Elementary Portable | Williamsburg | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |
| 16 | Magruder Elementary School | 700 PENNIMAN RD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SP RINKLER SYSTEM,FIRE EXTINGUISHERS | 75,087 | | \$18,311,370 | \$2,294,250 | \$390,600 | \$20,996,220 |
| 1 | Magruder Elementary School | WILLIAMSBURG | Occupied | 4 - Masonry Noncombust. | 1990 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|--------------------------------|---------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 17 | Mount Vernon Elementary School | 310 MOUNT VERNON DR | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SPRINKLER SYSTEM - PARTIAL,SECURITY CAMERAS,FIRE EXTINGUISHERS | 69,787 | | \$16,555,665 | \$2,149,875 | \$267,540 | \$18,973,080 |
| 1 | Mount Vernon Elementary School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1977 | \$1,000 | | | | |
| 18 | Seaford Elementary School | 1105 SEAFORD RD | Replacement Cost | EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SPRINKLER SYSTEM - PARTIAL,SECURITY CAMERAS,FIRE EXTINGUISHERS | 62,778 | | \$14,842,905 | \$1,984,500 | \$341,460 | \$17,168,865 |
| 1 | Seaford Elementary School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1962 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|---------------------------|----------------------|------------------|---|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 18 | Seaford Elementary School | 1105 Seaford Raod | Replacement Cost | | 106 | | \$5,123 | \$3,611 | \$0 | \$8,734 |
| 6 | Storage Building | Yorktown | Occupied | 1 - Frame / Combustible | 1975 | \$1,000 | | | | |
| 18 | Seaford Elementary School | 1105 Seaford Road | Replacement Cost | | 144 | | \$7,343 | \$2,460 | \$0 | \$9,803 |
| 5 | Storage Building | Yorktown | Occupied | 1 - Frame / Combustible | 1963 | \$1,000 | | | | |
| 19 | Tabb Elementary School | 3711 BIG BETHEL ROAD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERG ENCY LIGHTING,EXIT LIGHTING,INT RUSION SYSTEM,MAN UAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,SP RINKLER SYSTEM,FIRE EXTINGUISHERS | 75,633 | | \$18,471,180 | \$2,328,375 | \$283,920 | \$21,083,475 |
| 1 | Tabb Elementary School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1976 | \$1,000 | | | | |
| 19 | Tabb Elementary School | 3711 Big Bethel Road | Replacement Cost | | 0 | | \$572,273 | \$31,452 | \$0 | \$603,725 |
| 4 | Tabb Elementary Portable | Yorktown | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|--------|----------------------------|----------------------|------------------|--|------------|---------------|----------------|----------------|-----------|---------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 20 | Waller Mill Elementary | 314 WALLER MILL ROAD | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SECURITY CAMERAS,FIRE EXTINGUISHERS | 60,835 | | \$14,504,595 | \$1,932,945 | \$281,190 | \$16,718,730 |
| 1 | Waller Mill Elementary | WILLIAMSBURG | Occupied | 4 - Masonry Noncombust. | 1969 | \$1,000 | | | | |
| 21 | Yorktown Elementary School | 131 SIEGE LANE | Replacement Cost | AUTO FIRE PROTECTION /ALARM SYS.,EMERGENCY LIGHTING,EXIT LIGHTING,INTRUSION SYSTEM,MANUAL FIRE ALARM PULL STATIONS,SP RINKLER SYSTEM - PARTIAL,SECURITY CAMERAS,FIRE EXTINGUISHERS | 69,676 | | \$17,059,035 | \$2,081,625 | \$282,030 | \$19,422,690 |
| 1 | Yorktown Elementary School | YORKTOWN | Occupied | 4 - Masonry Noncombust. | 1967 | \$1,000 | | | | |

| Site # | Site Name | Address | Valuation | Fire Protection | Area | Member Bldg # | Building Value | Contents Value | PIO Value | Total Insured Value |
|---|----------------------------|----------------|------------------|-------------------------|------------|---------------|----------------------|---------------------|---------------------|----------------------|
| Bldg # | Bldg Name/Description | | Status | Construction Type | Year Built | Deductible | | | | |
| 21 | Yorktown Elementary School | 131 Seige Lane | Replacement Cost | | 0 | | \$92,311 | \$31,452 | \$0 | \$123,763 |
| 2 | Portable #3 | Yorktown | Occupied | 1 - Frame / Combustible | | \$1,000 | | | | |
| Totals for York County Schools - 63 Building Schedules | | | | | | | \$431,734,807 | \$56,453,643 | \$11,641,293 | \$499,829,742 |
| Grand Totals - 63 Building Schedules | | | | | | | \$431,734,807 | \$56,453,643 | \$11,641,293 | \$499,829,742 |

| Asset # | Year Make | Description | Serial # | Value | Department | Valuation | Add Date | Deductible |
|--|-----------------------|---|-----------------------|--------------------|------------|-----------|-----------|------------|
| Member: York County Schools | | | | | | | | |
| | | Musical Instruments | | \$500,000 | | RCV | 7/1/2020 | \$250 |
| | | Valuable Papers Blanket Limit | | \$500,000 | | RCV | 7/1/2020 | \$1,000 |
| | | A/V Cameras Blanket | | \$500,000 | | RCV | 7/1/2020 | \$250 |
| | | EDP including software and data | | \$200,000 | | RCV | 7/1/2020 | \$250 |
| | | Unscheduled miscellaneous equipment | | \$535,000 | | RCV | 7/1/2020 | \$250 |
| | | Fine Arts Blanket Limit | | \$20,000 | | RCV | 7/1/2020 | \$250 |
| | | Miscellaneous equipments blanket limit | | \$600,000 | | RCV | 7/1/2020 | \$250 |
| | | Ipads,Chromebooks, Dell computers -lease agreement in directory | | \$3,496,964 | | RCV | 8/12/2020 | \$250 |
| 24116 | 1993.00000 M-43 0 | Toyota Fork Lift | 2056 | \$19,495 | | RCV | 7/1/2020 | \$250 |
| 24270 | 1992.00000 M-38 0 | John Deere Tractor | 9999 | \$17,300 | | RCV | 7/1/2020 | \$250 |
| 24375 | 2006.00000 M-5 0 | Jet Rodder Sewer Vac | 1HX14046CL2 | \$38,501 | | RCV | 7/1/2020 | \$250 |
| 24395 | 2008.00000 M-37 0 | Genie Boom Lift | 0571 | \$26,350 | | RCV | 7/1/2020 | \$250 |
| 24565 | 2017.00000 0 | Hyundai 20LC-7M Fork Lift | HHKHHG09CG0000 026 | \$22,290 | | | | \$250 |
| M-037 | 2008.00000 Genie 0 | 2008 Genie Aerial Lift | 0571 | \$26,350 | | RCV | 7/1/2020 | \$250 |
| M-39 | | Ford Tractor | 24153 | \$10,000 | | RCV | 7/1/2020 | \$250 |
| M-60 | | Kubota Tractor | 24487 | \$40,000 | | RCV | 7/1/2020 | \$250 |
| Totals for York County Schools - 16 Miscellaneous Equipment | | | | \$6,552,250 | | | | |
| Grand Totals - 16 Miscellaneous Equipment | | | | \$6,552,250 | | | | |

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |


Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for student training.

CERTIFICATE HOLDER

Sentara Simulation Center
 Nicole Ruggiero, Education Specialist
 1441 Crossways Boulevard, Suite 106
 Chesapeake, Virginia 23320

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: 
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit | \$1,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for chorus trip to Busch Gardens Williamsburg,

CERTIFICATE HOLDER

Seaworld Parks & Entertainment, Inc. d/b/a Busch Gardens Williamsburg/
 Water Country USA Attn: Insurance Compliance
 P.O. Box 12010
 Hemet, California 925468010

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Seaworld Parks & Entertainment, Inc. d/b/a Busch Gardens Williamsburg/
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|---|---------------------------------|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: 302 Dare Road Yorktown, Virginia 23692 | |
| Additional Insured (Lessor): Seaworld Parks & Entertainment, Inc. d/b/a Busch Gardens Williamsburg/ | |
| Address: Water Country USA Attn: Insurance Compliance P.O. Box 12010 Hemet, California 925468010 | |
| Designation Or Description Of "Leased Autos": | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits |
|------------------|---------------|----------------|-----------------|--------|
|------------------|---------------|----------------|-----------------|--------|

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects for use of facilities for practice while traveling for States Tournament.

CERTIFICATE HOLDER

York County Schools
 , Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects any and all events for York County Schools

CERTIFICATE HOLDER

Virginia Air & Space Science Center
 600 Settlers Landing Rd.
 Hampton, Virginia 23669

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By:

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Virginia Air & Space Science Center
Evidence of coverage as respects any and all events for York County Schools.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits |
|------------------|---------------|----------------|-----------------|--------|
|------------------|---------------|----------------|-----------------|--------|

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage

CERTIFICATE HOLDER

Providence Methodist Church
 113 Old Dare Road
 Yorktown, Virginia 23692

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Workers Compensation | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Per VA Statute Employers Liability \$1,000,000/\$1,000,000/\$1,000,000 | |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for student to participate in the Work Experience Program.

CERTIFICATE HOLDER

Barnes and Noble
 12170 Jefferson Avenue
 Newport News, Virginia 23602

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto Uninsured Motorist | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Auto Physical Damage Collision Comprehensive | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Symbol | 2, 8 |
| | | | | Deductible | \$500 |
| | | | | Deductible | \$250 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage for use of facilities.

CERTIFICATE HOLDER

Jamestown 4-H Education Center
 Attn: Jerri Uhrick, Conference Coordinator
 3751 4-H Club Road
 Williamsburg, Virginia 231857904

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of facilities by Bruton High School and Tabb High School.

CERTIFICATE HOLDER

James City Co Parks & Recreation
 5300 Palmer Lane, Suite 1A
 Williamsburg, Virginia 23188

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit | \$1,000,000 |
| Auto Physical Damage Collision Comprehensive | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Symbol | 2, 8 |
| | | | | Deductible | \$500 |
| | | | | Deductible | \$250 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |
| Crime | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Form O - Public Employees Dishonesty | \$1,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for any auto's owned by York County Schools

CERTIFICATE HOLDER

York County Schools
 , Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By: Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit | \$1,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for Tabb High School's use of Busch Turf Field for field hockey practice and/or games.

CERTIFICATE HOLDER

The College of William and Mary
 P.O. Box 8795
 Williamsburg, Virginia 23187

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
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 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage

CERTIFICATE HOLDER

State Farm
 Susan Eacho
 400 City Hall Ave Ste A
 Poquoson, Virginia 23662

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for students to participate in swimming at the YMCA

CERTIFICATE HOLDER

Victory YMCA
 101 Long Green Blvd
 Yorktown, Virginia 23693

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits |
|------------------|---------------|----------------|-----------------|--------|
|------------------|---------------|----------------|-----------------|--------|

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects Bruton High Prom for use of facilities for Bruton High School prom

CERTIFICATE HOLDER

College of William and Mary
 PO Box 8795
 Williamsburg, Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By: Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for Bruton High School cross country meet

CERTIFICATE HOLDER

Eastern State Hospital
 c/o Sheri L. Chapman- Purchasing Dept
 4601 Ironbound Rd AMHTC/Bldg 2
 Williamsburg, Virginia 23188

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage as respects use of facilities for Military Ball

CERTIFICATE HOLDER

Peninsula Community Chapel
 4209 Big Bethel Road
 Yorktown, Virginia 23693

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Peninsula Community Chapel
Evidence of coverage as respects use of facilities for Military Ball.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects use of property for school events

CERTIFICATE HOLDER

Peninsula Community Chapel
 4209 Big Bethel Road
 Yorktown, Virginia 23693

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Peninsula Community Chapel
Evidence of coverage as respects use of property for school events.

NAMED MEMBER OR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of facilities by York High School

CERTIFICATE HOLDER

Marlbank Pool
 , Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for lease agreement on V20749. Replacement value is \$4,800

CERTIFICATE HOLDER

Allied Trailer Sales & Rentals
 PO Box 427
 9299 Washington Blvd.
 Savage, Maryland 20763

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By: Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Allied Trailer Sales & Rentals
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

PROPERTY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies coverage provided under the following:

Member Name: York County Public Schools
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

SCHEDULE

| Prem . No. | Bldg. No. | Description of Property | Loss Payee (Name and Address) | Provisions Applicable | | |
|-------------------|------------------|--------------------------------|--|------------------------------|------------------------------|-------------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract of Sale |
| | | | Allied Trailer Sales & Rentals PO Box 427 9299 Washington Blvd. Savage, Maryland 20763 | | X | |

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss damage jointly to you and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bill of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- 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 foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn 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 this Coverage Part 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 this Coverage Part:

- (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 principal on the debt 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. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

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 coverage document.

A. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest 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.
3. The following is added to the OTHER INSURANCE Condition:
For Covered Property that is the subject of a contract of sale, the word “you” includes the Loss Payee.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage as respects leased modular trailers

CERTIFICATE HOLDER

Mobilease Modular Space, Inc.
 201 Route 130
 Pedricktown, New Jersey 08067

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By: Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Mobilease Modular Space, Inc.
Evidence of coverage as respects leased modular trailers.

NAMED MEMBEROR ENTITY: York County Public Schools

PROPERTY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies coverage provided under the following:

Member Name: York County Public Schools
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

SCHEDULE

| Prem . No. | Bldg. No. | Description of Property | Loss Payee (Name and Address) | Provisions Applicable | | |
|-----------------------|----------------------|--------------------------------|---|------------------------------|--------------------------------------|-----------------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract of Sale |
| | | | Mobilease Modular Space, Inc. 201 Route 130 Pedricktown, New Jersey 08067 | | X | |

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss damage jointly to you and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bill of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- 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 foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn 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 this Coverage Part 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 this Coverage Part:

- (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 principal on the debt 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. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

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 coverage document.

A. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest 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.
3. The following is added to the OTHER INSURANCE Condition:
For Covered Property that is the subject of a contract of sale, the word “you” includes the Loss Payee.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits |
|------------------|---------------|----------------|-----------------|--------|
|------------------|---------------|----------------|-----------------|--------|

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage

CERTIFICATE HOLDER

Bethel Baptist Church
 1004 Yorktown Road
 Yorktown, Virginia 23693

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage

CERTIFICATE HOLDER

US National Park Service/United States of America
 PO Box 210
 Yorktown, Virginia 23690

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

US National Park Service/United States of America
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of City pool by York County Schools.

CERTIFICATE HOLDER

City of Newport News
 2400 Washington Ave.
 Newport News, Virginia 23607

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By:

Crystal B. Griffin

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for York County Schools music class to perform.

CERTIFICATE HOLDER

Patrick Henry Mall
 12300 Jefferson Avenue, Suite 777
 Newport News, Virginia 23602

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By:

Crystal B. Griffin

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of facilities

CERTIFICATE HOLDER

Christopher Newport University
 1 Avenue of the Arts
 Newport News, Virginia 23606

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By:

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Christopher Newport University
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage for leased modular building.

CERTIFICATE HOLDER

Modular Genius Inc.
 220 Franklin Street
 Bel Air, Maryland 21014

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of William & Mary Hall for High School Graduations.

CERTIFICATE HOLDER

College of William & Mary
 PO Box 8795
 Williamsburg, Virginia 231878795

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

College of William & Mary
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| | | | | | |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Crime | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Form O - Public Employees Dishonesty | \$1,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects Kimberly Snow, Conservator of the Peace

CERTIFICATE HOLDER

Department of Criminal Justice
 PO Box 10110
 Richmond, Virginia 23240

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Department of Criminal Justice
Evidence of coverage as respects Kimberly Snow, Conservator of the Peace.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for the use of their facilities for the York County School swim teams.

CERTIFICATE HOLDER

R.F. Wilkinson Family YMCA
 301 Sentara Circle
 Caitlyn O'Hara
 Williamsburg, Virginia 23188

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: 
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit | \$1,000,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage for use of the Midtown Aquatics Center

CERTIFICATE HOLDER

City of Newport News
 Parks, Recreation & Tourism
 570 McLawhorne Drive
 Newport News, Virginia 23601

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects trailer lease agreement V25301, located at 200 Owen Davis Boulevard, Yorktown, VA,

CERTIFICATE HOLDER

Allied Trailer Sales & Rentals
 PO Box 427, 9299 Washington Blvd
 Savage, Maryland 20763

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Allied Trailer Sales & Rentals
Evidence of coverage as respects trailer lease agreement V25301, located at 200 Owen Davis Boulevard, Yorktown, VA,.

NAMED MEMBEROR ENTITY: York County Public Schools

PROPERTY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies coverage provided under the following:

Member Name: York County Public Schools
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

SCHEDULE

| Prem . No. | Bldg. No. | Description of Property | Loss Payee (Name and Address) | Provisions Applicable | | |
|-----------------------|----------------------|--|---|------------------------------|--------------------------------------|-----------------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract of Sale |
| | | trailer lease agreement V25301, located at 200 Owen Davis Boulevard, Yorktown, VA | Allied Trailer Sales & Rentals PO Box 427, 9299 Washington Blvd Savage, Maryland 20763 | | X | |

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss damage jointly to you and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bill of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- 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 foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn 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 this Coverage Part 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 this Coverage Part:

- (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 principal on the debt 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. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
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 coverage document.

A. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest 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.
3. The following is added to the OTHER INSURANCE Condition:
For Covered Property that is the subject of a contract of sale, the word “you” includes the Loss Payee.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Auto Physical Damage Collision Comprehensive | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Symbol | 2, 8 |
| | | | | Deductible | \$500 |
| | | | | Deductible | \$250 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage as respects NJROTC Inspection

CERTIFICATE HOLDER

York County Schools
 , Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|---|-------------------------|----------------|-----------------|--------------------------------------|-------|
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Auto Physical Damage Collision Comprehensive | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Symbol | 2, 8 |
| | | | | Deductible | \$500 |
| | | | | Deductible | \$250 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for bus used by York County Head Start Program

CERTIFICATE HOLDER

York County Head Start
 , Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects Trailers V11046, V99493 and V12080 each valued at \$4,800 for Customer Account # C13202

CERTIFICATE HOLDER

Allied Trailer Sales & Rentals
 9299 Washington Blvd.
 Savage, Maryland 20763

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By:

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Allied Trailer Sales & Rentals

Evidence of coverage as respects Trailers V11046, V99493 and V12080 each valued at \$4,800 for Customer Account # C13202.

NAMED MEMBEROR ENTITY: York County Public Schools

PROPERTY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies coverage provided under the following:

Member Name: York County Public Schools
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

SCHEDULE

| Prem . No. | Bldg. No. | Description of Property | Loss Payee (Name and Address) | Provisions Applicable | | |
|-----------------------|----------------------|--------------------------------|---|------------------------------|--------------------------------------|-----------------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract of Sale |
| | | Trailers | Allied Trailer Sales & Rentals 9299 Washington Blvd. Savage, Maryland 20763 | | X | |

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss damage jointly to you and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bill of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- 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 foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn 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 this Coverage Part 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 this Coverage Part:

- (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 principal on the debt 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. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

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 coverage document.

A. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest 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.
3. The following is added to the OTHER INSURANCE Condition:
For Covered Property that is the subject of a contract of sale, the word “you” includes the Loss Payee.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for lease agreement on V20170 and V22435 at 300 Yorktown Rd, Yorktown, VA .

CERTIFICATE HOLDER

Allied Trailers Sales & Rentals
 P.O. Box 427
 9299 Washington Blvd
 Savage, Maryland 20763

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By: Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Allied Trailers Sales & Rentals
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

PROPERTY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies coverage provided under the following:

Member Name: York County Public Schools
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

SCHEDULE

| Prem . No. | Bldg. No. | Description of Property | Loss Payee (Name and Address) | Provisions Applicable | | |
|-----------------------|----------------------|--------------------------------|---|------------------------------|--------------------------------------|-----------------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract of Sale |
| | | | Allied Trailers Sales & Rentals P.O. Box 427 9299 Washington Blvd Savage, Maryland 20763 | | X | |

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss damage jointly to you and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bill of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- 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 foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn 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 this Coverage Part 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 this Coverage Part:

- (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 principal on the debt 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. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

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 coverage document.

A. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest 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.
3. The following is added to the OTHER INSURANCE Condition:
For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage

CERTIFICATE HOLDER

JPMorgan Chase Bank, N.A.
 1111 Polaris Parkway, Suite N4 (OH1-1085)
 Columbus, Ohio 43240

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

JPMorgan Chase Bank, N.A.
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

PROPERTY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies coverage provided under the following:

Member Name: York County Public Schools
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

SCHEDULE

| Prem . No. | Bldg. No. | Description of Property | Loss Payee (Name and Address) | Provisions Applicable | | |
|-------------------|------------------|--------------------------------|--|------------------------------|------------------------------|-------------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract of Sale |
| | | | JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite N4 (OH1-1085) Columbus, Ohio 43240 | | X | |

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss damage jointly to you and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bill of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- 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 foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn 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 this Coverage Part 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 this Coverage Part:

- (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 principal on the debt 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. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
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 coverage document.

A. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest 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.
3. The following is added to the OTHER INSURANCE Condition:
For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of facilities for GED classes.

CERTIFICATE HOLDER

Woods of York
 2801 Old Williamsburg Rd
 Yorktown, Virginia 23690

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits |
|------------------|---------------|----------------|-----------------|--------|
|------------------|---------------|----------------|-----------------|--------|

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects Bruton High Schools Prom for use of facilities for Bruton High Schools Prom

CERTIFICATE HOLDER

William and Mary, Conference Services
 Post Office Box 8795
 Williamsburg, Virginia 231878795

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Auto Physical Damage Collision Comprehensive | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Symbol | 2, 8 |
| | | | | Deductible | \$500 |
| | | | | Deductible | \$250 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects Leasing 26' Box Truck for unit V24358,

CERTIFICATE HOLDER

Enterprise Leasing c/o Norfolk/Richmond LLC
 618 J Clyde Morris Blvd
 Newport News, Virginia 23601

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Enterprise Leasing c/o Norfolk/Richmond LLC
Evidence of coverage as respects Leasing 26' Box Truck.

NAMED MEMBEROR ENTITY: York County Public Schools

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|---|---------------------------------|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: 302 Dare Road Yorktown, Virginia 23692 | |
| Additional Insured (Lessor): Enterprise Leasing c/o Norfolk/Richmond LLC | |
| Address: 618 J Clyde Morris Blvd Newport News, Virginia 23601 | |
| Designation Or Description Of "Leased Autos": Leasing 26' Box Truck | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$250 Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$500 Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of facilities for Junior Class Ring Dance for Tabb High School

CERTIFICATE HOLDER

The Mariners' Museum
 100 Museum Dr
 Newport News, Virginia 23606

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

The Mariners' Museum
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|---|---------------------------------|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: 302 Dare Road Yorktown, Virginia 23692 | |
| Additional Insured (Lessor): The Mariners' Museum | |
| Address: 100 Museum Dr Newport News, Virginia 23606 | |
| Designation Or Description Of "Leased Autos": | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects York High School Year End Football Banquet. for use of facilities for York High School football team end of year banquet.

CERTIFICATE HOLDER

Peninsula Community Chapel
 4209 Big Bethel Rd
 Yorktown, Virginia 23693

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By:

Crystal B. Griffin

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Peninsula Community Chapel
Evidence of coverage as respects York High School Year End Football Banquet..

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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 P.O. Box 3239, Glen Allen, VA 23058
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects Newport News Spring Basketball League

CERTIFICATE HOLDER

Newport News Public Schools
 12465 Warwick Boulevard
 Newport News, Virginia 23606

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Newport News Public Schools
Evidence of coverage as respects Newport News Spring Basketball League.

NAMED MEMBEROR ENTITY: York County Public Schools

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|---|---------------------------------|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: 302 Dare Road Yorktown, Virginia 23692 | |
| Additional Insured (Lessor): Newport News Public Schools | |
| Address: 12465 Warwick Boulevard Newport News, Virginia 23606 | |
| Designation Or Description Of "Leased Autos": | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for participation in the Liberty University's Education Career Fair

CERTIFICATE HOLDER

Liberty University
 1971 University Blvd.
 Lynchburg, Virginia 24502

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of facilities by York High Schools for Cross Country meet

CERTIFICATE HOLDER

Colonial National Historical Park
 Michael Litterst- Public Affairs Officer
 PO Box 120
 Yorktown, Virginia 23690

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits |
|------------------|---------------|----------------|-----------------|--------|
|------------------|---------------|----------------|-----------------|--------|

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects for use of facilities for York County High School graduations

CERTIFICATE HOLDER

William and Mary Conference Services
 PO Box 8795
 Williamsburg, Virginia 231878795

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
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 P.O. Box 3239, Glen Allen, VA 23058
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for student job training through Project SEARCH.

CERTIFICATE HOLDER

Sentara Williamsburg Regional Medical Center
 100 Sentara Circle
 Williamsburg, Virginia 23188

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects regional soccer match

CERTIFICATE HOLDER

Poquoson City Schools
 500 City Hall Avenue
 Poquoson, Virginia 23662

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects Tabb High School Junior ring dance

CERTIFICATE HOLDER

Virginia Living Museum
 524 J. Clyde Morris Blvd.
 Newport News, Virginia 23601

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By:

Crystal B. Griffin

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Virginia Living Museum
Evidence of coverage as respects Tabb High School Junior ring dance.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
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 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for the use of field hockey facilities by Tabb High School

CERTIFICATE HOLDER

Christopher Newport University
 The Commonwealth of Virginia
 1 University Place
 Newport News, Virginia 23606

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

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PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Christopher Newport University
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage use of facilities for class 2 regional swim meet.

CERTIFICATE HOLDER

SwimRVA
 5050 Ridgedale Parkway
 Richmond, Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects use of Poquoson Middle School athletic field.

CERTIFICATE HOLDER

Poquoson City Schools
 500 City Hall Avenue
 Poquoson, Virginia 23662

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

Crystal B. Griffin

By: Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Poquoson City Schools
Evidence of coverage .

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
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 P.O. Box 3239, Glen Allen, VA 23058
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

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| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects State ¼ Final event

CERTIFICATE HOLDER

McCormack-Nagelsen Tennis Center,
 705 S Henry St
 Williamsburg, Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

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PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

McCormack-Nagelsen Tennis Center,
Evidence of coverage as respects State ¼ Final event.

NAMED MEMBER OR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|---------------------------------------|-------------------------------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| School Board Legal Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | | Included in GL |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit | \$1,000,000 |
| Workers Compensation | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Per VA Statute Employers Liability | \$1,000,000/\$1,000,000/\$1,000,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage

CERTIFICATE HOLDER

VDOE
 P O Box 2120
 Richmond, Virginia 23218

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage as respects leased modular trailers

| | |
|--|--|
| CERTIFICATE HOLDER Mobilease Modular Space, Inc. 201 Route 130 Pedricktown, New Jersey 08067 | CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives. |
| | By: <i>Crystal B. Griffin</i> Crystal Griffin Date: June 6, 2023 |

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Mobilease Modular Space, Inc.
Evidence of coverage as respects leased modular trailers.

NAMED MEMBER OR ENTITY: York County Public Schools

PROPERTY

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies coverage provided under the following:

Member Name: York County Public Schools
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

SCHEDULE

| Prem . No. | Bldg. No. | Description of Property | Loss Payee (Name and Address) | Provisions Applicable | | |
|-------------------|------------------|--------------------------------|--|------------------------------|------------------------------|-------------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract of Sale |
| | | , Virginia | Mobilease Modular Space, Inc. 201 Route 130 Pedricktown, New Jersey 08067 | | X | |

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss damage jointly to you and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bill of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- 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 foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn 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 this Coverage Part 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 this Coverage Part:

- (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 principal on the debt 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. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

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 coverage document.

A. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest 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.
3. The following is added to the OTHER INSURANCE Condition:
For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage as respects use of park for volleyball games

| | |
|---|--|
| CERTIFICATE HOLDER City of Williamsburg 401 Lafayette Street Williamsburg, Virginia 23185 | CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives. |
| | By: <i>Crystal B. Griffin</i> Crystal Griffin Date: June 6, 2023 |

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

City of Williamsburg
Evidence of coverage as respects use of park for volleyball games.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--------------------------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Auto Physical Damage Collision Comprehensive | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Symbol | 2, 8 |
| | | | | Deductible | \$500 |
| | | | | Deductible | \$250 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage leased/rented vehicles.

CERTIFICATE HOLDER

Penske Truck Rental
 9 Reservoir Road
 Newport News, Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|---|---------------------------------|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: 302 Dare Road Yorktown, Virginia 23692 | |
| Additional Insured (Lessor): Penske Truck Rental | |
| Address: 9 Reservoir Road Newport News, Virginia | |
| Designation Or Description Of "Leased Autos": | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$250 Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$500 Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of facilities for use of facilities for field hockey

CERTIFICATE HOLDER

Christopher Newport University
 Commonwealth of VA
 1 Avenue of the Arts
 Newport News, Virginia 23606

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Christopher Newport University
Evidence of coverage.

NAMED MEMBER OR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for use of HOA facilities by York County Schools.

CERTIFICATE HOLDER

Marlbank Cove HOA
 603 Pilot House Drive, Suite 300
 Newport News, Virginia 23602

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Marlbank Cove HOA
Evidence of coverage.

NAMED MEMBER OR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects

CERTIFICATE HOLDER

Seaford Baptist Church
 1311 Seaford Rd
 Seaford, Virginia 23696

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Seaford Baptist Church
Evidence of coverage as respects.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Auto Physical Damage Collision Comprehensive | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Symbol | 2, 8 |
| | | | | Deductible | \$500 |
| | | | | Deductible | \$250 |
| Workers Compensation | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Per VA Statute Employers Liability \$1,000,000/\$1,000,000/\$1,000,000 | |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage Mobile Kitchen at Seaford Elementary. Waiver of subrogation is to the extent allowable by Virginia Law

CERTIFICATE HOLDER

McGrath RentCorp
 dba Kitchens To Go by Mobile Modular
 5700 Las Positas Rd
 Livermore, California 94551

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By:

Crystal B. Griffin

Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

McGrath RentCorp
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|---|--|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: | 302 Dare Road Yorktown, Virginia 23692 |
| Additional Insured (Lessor): McGrath RentCorp | |
| Address: | dba Kitchens To Go by Mobile Modular 5700 Las Positas Rd Livermore, California 94551 |
| Designation Or Description Of "Leased Autos": | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$250 Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$500 Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of Virginia Risk Sharing Association.

COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit \$1,000,000 | |
| Workers Compensation | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Per VA Statute Employers Liability \$1,000,000/\$1,000,000/\$1,000,000 | |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects use of facilities for graduation ceremonies.

CERTIFICATE HOLDER

City of Hampton
 22 Lincoln Street
 Hampton, Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: 
 Crystal Griffin Date: June 6, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

City of Hampton
Evidence of coverage as respects.

NAMED MEMBEROR ENTITY: York County Public Schools

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|---|---------------------------------|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: 302 Dare Road Yorktown, Virginia 23692 | |
| Additional Insured (Lessor): City of Hampton | |
| Address: 22 Lincoln Street Hampton, Virginia | |
| Designation Or Description Of "Leased Autos": | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vrsa.us

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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|--|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Workers Compensation | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Per VA Statute Employers Liability \$1,000,000/\$1,000,000/\$1,000,000 | |

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage as respects use of facilities for Safe Haven Program.

CERTIFICATE HOLDER

The Colonial Williamsburg Foundation
 101 Visitor Center Drive
 Williamsburg, Virginia 23690

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By:

Crystal B. Griffin

Crystal Griffin Date: June 22, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

The Colonial Williamsburg Foundation
Evidence of coverage as respects.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------------|---------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Property Special Form | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Blanket Building & Contents | |
| | | | | Limit | \$499,829,742 |
| | | | | Deductible | \$1,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage lease for Bethel Manor Elementary School

CERTIFICATE HOLDER

JBLE-Langley Air Force Base
 633 CES/CEIAP Real Property Office
 Langley AFB, Virginia

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: July 10, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

JBLE-Langley Air Force Base
Evidence of coverage.

NAMED MEMBEROR ENTITY: York County Public Schools

CERTIFICATE OF COVERAGE

Rev. 07/07/05



Producer:
VIRGINIA RISK SHARING ASSOCIATION
 P.O. Box 3239, Glen Allen, VA 23058
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COMPANIES AFFORDING COVERAGE

Virginia Risk Sharing Association

Named Insured:

York County Public Schools
 302 Dare Road
 Yorktown, Virginia 23692

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

| Type of Coverage | Policy Number | Effective Date | Expiration Date | Limits | |
|--|-------------------------|----------------|-----------------|-----------------------|-------------|
| General Liability Damage to Premises Rented to You Medical Payments | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence | \$1,000,000 |
| | | | | Any One Fire | \$1,000,000 |
| | | | | Any One Person | \$10,000 |
| Excess Liability | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Each Occurrence. | \$9,000,000 |
| Automobile Liability Any Auto | P-2023-2024-VRSA-0497-1 | 7/1/2023 | 7/1/2024 | Combined Single Limit | \$1,000,000 |

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage as respects Summer Kayak Program

CERTIFICATE HOLDER

The Mariners' Museum
 100 Museum Drive
 Newport News, Virginia 23606

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, the Virginia Risk Sharing Association will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon the Virginia Risk Sharing Association, its agents or representatives.

By: *Crystal B. Griffin*
 Crystal Griffin Date: July 19, 2023

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

The Mariners' Museum
Evidence of coverage as respects Summer Kayak Program.

NAMED MEMBEROR ENTITY: York County Public Schools

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE 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.

SCHEDULE

| | |
|--|---------------------------------|
| Insurance Company: Virginia Risk Sharing Association | |
| Policy Number: P-2023-2024-VRSA-0497-1 | Effective Date: 7/1/2023 |
| Expiration Date: 7/1/2024 | |
| Named Insured: York County Public Schools | |
| Address: 302 Dare Road Yorktown, Virginia 23692 | |
| Additional Insured (Lessor): The Mariners' Museum | |
| Address: 100 Museum Drive Newport News, Virginia 23606 | |
| Designation Or Description Of "Leased Autos": | |

| Coverages | Limit Of Insurance |
|---------------------------------|--|
| Liability | \$1,000,000 Each "Accident" |
| Comprehensive | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Collision | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" |
| Specified Causes Of Loss | Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto" |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.

D. Cancellation ends this agreement. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.