



Harris County Emergency Services District 1  
2800 Aldine Bender Road  
Houston, Texas 77032

**REGULAR BOARD MEETING  
December 22, 2022  
ROLL CALL OF COMMISSIONERS**

**APPROVED**

Document approved by Harris County ESD-1  
Board of Commissioners

By a Majority Vote

on 12-22-22 (Date)

CATHY SUNDAY, PRESIDENT

SHIRLEY REED, VICE PRESIDENT

*Shirley Reed* President of ESD-1  
*Ogden Bay* Secretary of ESD-1

FRED SCIBUOLA, TREASURER

VIRGINIA BAZAN, SECRETARY

PETE SERNA, ASSISTANT TREASURER

CARYN PAPANTONAKIS, LEGAL COUNSEL TO BOARD

MELISSA MORTON, CPA TO THE BOARD  
*Phone*



JEREMY HYDE, HCEC PRESIDENT

HEATH WHITE, HCEC VP OF OPERATIONS

KEIR VERNON, HCEC VP OF ADMINISTRATION

MARK SMITH, HCEC GENERAL COUNSEL





HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1

BOARD OF COMMISSIONERS  
REGULAR MEETING

Meeting Date: Thursday, December 22, 2022  
Meeting Time: 10:00 a.m.  
Posting Date: Monday, December 12, 2022

Location: 2800 Aldine Bender Road  
Houston, Texas 77032

AGENDA

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Board of Commissioners  
By a Majority Vote

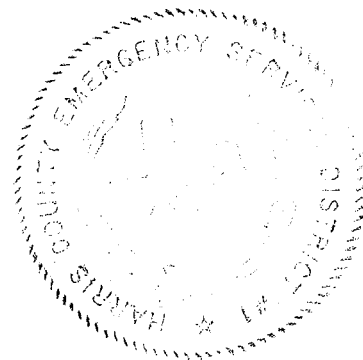
on 12-22-22 (Date)

*Shirley Beaudry*  
President of ESD-1  
*Shirley Beaudry*  
Secretary of ESD-1

1. Call to order
2. Moment of Silence and Pledge of Allegiance
3. Roll Call of Commissioners
4. Adoption of agenda
5. Open Forum\*
6. Open Comments from the Board of Commissioners
7. Review and possibly approve all Meeting Minutes
8. Report from Building Committee
9. Possible action on Building Committee report
10. Discuss and possibly approve cost estimates for future stations 93 and 96
11. Discuss and possibly approve the Morton Accounting Services' monthly report and authorize payment of bills
12. Possible action on The Morton Accounting Services' monthly report
13. Discuss and possibly approve participation in SAFE-D Conference
14. Discuss and possibly renew property and liability insurance
15. Harris County Emergency Corps Report (JH)
16. Possible action on Harris County Emergency Corps Report
17. Adjourn to closed session
  - a. Meeting closed for the purposes to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public employee, up to and including Commissioners, Executive Director, Director(s) and potential appointees to the Board of Commissioners - Tex. Gov't Code § 551.074(a) (1).
  - b. Confer with attorney re: pending or threatened litigation - Tex. Gov't Code § 551.071(1) (A).
  - c. Receive advice from attorney regarding legal issues - Tex. Gov't Code § 551.071(2).
  - d. Discussion regarding the purchase, exchange, lease, or value of real property - Tex. Gov't Code § 551.072.
18. Possible action on closed session
19. Announce next Board meeting
20. Adjourn

HARRIS COUNTY EMERGENCY SERVICES  
DISTRICT #1

*Caryn Papantonakis*  
Caryn Papantonakis  
Attorney for the District



SEAL

\*Persons wishing to speak before the board may speak one time only and will be limited to 5 minutes per speaker



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Board of Commissioners  
By a Majority Vote

Harris County Emergency Services District 1  
2800 Aldine Bender Road  
Houston, Texas 77032  
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on 12-29-22 (Date)  
*Shirley Reed* Secretary of ESD-1  
*Fred Scibuola* President of ESD-1

**HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
MINUTES – November 29, 2022**

1. **Call to Order:**  
Cathy Sunday called the meeting to order at 10:06 am.
2. **Moment of Silence and Pledge of Allegiance:** Cathy Sunday called for a moment of silence and followed with the Pledge of Allegiance at 10:07 am.
3. **Roll Call of Commissioners:** Present at call to order were HCESD-1 Commissioners: President Cathy Sunday, Vice President Shirley Reed (via phone), Treasurer Fred Scibuola, Asst. Treasurer Pete Serna, Secretary Virginia Bazan, and Melissa Morton with The Morton Accounting. Also present were Harris County Emergency Corps (HCEC) personnel: President Jeremy Hyde, VP of Operations Heath White, VP of Administration Keir Vernon, and Executive Administrative Asst. Michelle Sterling along with Legal Counsel Mark Smith.
4. **Adoption of Agenda:** Fred Scibuola made a motion to adopt the agenda as presented. Motion carried.
5. **Open Forum:** Keir Vernon attended the online Safe-D phone call last night and will summarize the information and send it to board members via email.
6. **Open Comments from the Board of Commissioners:** Shirley Reed stated that the Gala at MO Campbell will be held on December 6, 2022 from 10 am to 1 pm. and all officials are invited to attend. The annual Toy Drive will be held at Bender on December 22. Cathy Sunday announced that First Residential will be meeting on December 14 at 11:00 am if anyone would like to attend.
7. **Review and possibly approve all Meeting Minutes:** Motion to approve all meeting minutes as corrected was made by Fred Scibuola. Motion carried.
8. **Report from Building Committee:** Jeremy Hyde stated that the current concrete at Station 93 was grandfathered and we will be receiving a credit toward that. The square footage will remain very close to the same. AG/CM says they are beginning cost estimates and they are working with Willie Sanders on some of that.
9. **Possible action on Building Committee report:** None.
10. **Discuss and possibly approve The Morton Accounting Services' monthly report and authorize payment of bills:** At the beginning of October, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$16,085,834. During the month, HCESD No 1 received \$43,168 in revenue – the majority of which came from investment interest. HCESD No 1 processed \$1,612,903 in disbursements during the month. The majority of this balance relates to payments to HCEC for monthly services (\$1,583,138). The ending balance as of October 31, 2022 is \$14,516,099. During October, the opening balance for the Texas Class Prime Investment account was \$15,629,779. We received \$41,897 in interest. The ending interest rate is 3.2287%.

The ending balance for October was \$14,071,677. Mrs. Morton made a sub account for the funds for the loan to keep it separate. The invoices pending board approval total \$2,414,998. She stated that the debt payment is included. Mrs. Morton is working on credit cards with Prosperity. Melissa will have a \$25,000 credit limit placed on the cards. Pete Serna and Shirley Reed do not want one. Motion to approve The Morton Accounting Services' monthly report and authorize payment of bills was made by Pete Serna. Motion carried.

11. **Possible action on The Morton Accounting Services' monthly report:** Motion to authorize the issuance of credit cards to Commissioners up to a \$25,000 credit limit each was made by Virginia Bazan. Pete Serna seconded. Motion carried.
12. **Discuss and possibly renew property and liability insurance:** Tabled due to unfinished underwriting.
13. **Harris County Emergency Corps Report:** HCEC report was given by Mr. Hyde as follows:
  - HCEC responded to 2266 911 calls this month, compared to 2129 in the previous month. Response time is 9:04.
  - The Clinical Department hosted Case Review this month and presented unusual medical cases to our crews. It was well attended.
  - In-Charge academy is happening this week to promote some new In-Charges.
  - Keir Vernon attended the GETAC and Texas EMS Alliance meetings at EMS conference and promoted cooperation between TEMSA and SAFE-D.
  - HCEC is holding a supervisor promotion process to fill a vacant supervisor position.
  - Our DSHS EMS license was renewed for another 2 years this month
  - HCEC Holiday Party will be held on December 8 at 6pm at Showbiz-Fallbrook.
  - Toy Drive and staff potluck will be held on December 22.
  - Vehicle Accidents last month: 2 (minor)
  - Vehicle Maintenance Reports last month: 19

Keir Vernon stated that HCEC was selected for Cost Data Collections in 2023 which collects data on the actual cost to do business for EMS. The information will need to be reported in 2024 for the prior year.

14. **Possible action on Harris County Emergency Corps Report:** None.
15. **Adjourn to closed session:** None.
16. **Possible action on closed session:** None.
17. **Announce next Board meeting:** The Regular Board of Commissioners meeting will be held on Tuesday, December 22, 2022 at 10:00 am.
18. **Adjourn:** Fred Scibuola made a motion to adjourn. Motion carried. Meeting adjourned at 11:21 am.



HOUSTON

www.agcm.com

December 19, 2022

Jeremy Hyde  
HCESD 1 - Executive Director  
RE: Project Monthly Report

Jeremy:

Below is a monthly report on project activity from the last board meeting along with a look ahead at the next one.

**Since the November 29th board meeting:**

- 1) 11/30/22 – TEAMS call to discuss the MEP Systems and Foundation Designs for #93 & #96. (See attached meeting notes).
- 2) 11/30/22 – Received preliminary test borings for Geotech from Design Team.
- 3) 11/30/22 – Received the SD MEP Design Narrative from the Design Team.
- 4) 12/5/22 – Received final proposed test boring locations from Design Team. These locations were sent to Alpha Testing, LLC., to schedule their field work.
- 5) 12/6/22 – Held a TEAMS Progress Review call. Reviewed final plan layout and site layout for both stations. Construction Masters will have preliminary DD Estimate about mid-December.
- 6) Alpha Testing, LLC., performed test borings at #93 (12/13/22) and same at #96 (12/14/22). Currently, they are gathering test information for their report with design recommendations for both sites.
- 7) 12/15/22 – #96: Construction Masters issued a preliminary DD Estimate for review. #93 is forthcoming for the board meeting.
- 8) 12/20/22 – Scheduled bi-weekly TEAMS Progress Review call.

**Look Ahead:**

- 1) Need to receive updated project schedule for 2023 for design, GMP, and construction phase.

Please review and let me know if you have any questions.

Sincerely:

*PEK.*

Paul E. Kullman, AIA  
Senior Program Manager



**HCESD No 1 Monthly Financial Report Summary  
November Board Meeting  
Tuesday, December 22, 2022**

At the beginning of November, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$14,516,099. During the month, HCESD No 1 received \$46,008 in revenue – the majority of which came from investment interest. HCESD No 1 processed \$2,678,838 in disbursements during the month. The majority of this balance relates to payments to HCEC for monthly services (\$1,721,008). The ending balance as of November 30, 2022 is \$11,883,269.

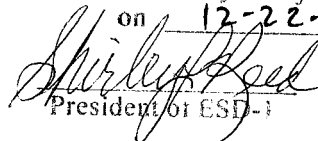
During November, the opening balance for the Texas Class Prime Investment account was \$14,071,677. We received \$11,095 in interest from the CIP account and \$31,363 from the general texpool account. The ending interest rate was 3.8546%. The ending balance for November was \$11,614,135. See page 3 for the “Investment” Report.

The invoices pending board approval total \$1,678,615. See page 4 for “Unpaid Bills Detail” report.

**APPROVED**

Document approved by Harris County ESD-1  
Board of Commissioners  
By a Majority Vote

on 12-22-22 (Date)

  
President of ESD-1

  
Secretary of ESD-1

**Harris County ESD No 1  
General Operating Fund  
As of November 30, 2022**

**General Operating Fund**

**BEGINNING BALANCE:** 14,516,098.64

**REVENUE**

Deposits	2,369.98	Tax and Receivable Revenue	
Interest	1,179.19	Savings Interest	
Interest	31,363.21	Texpool Interest	
Interest	11,095.37	Texpool Interest - CIP	
<b>Total Revenue</b>			<b>46,007.75</b>

**DISBURSEMENTS**

ACH	Caryn Papantonakis	6,000.00	Legal
ACH	Fred Scibuola	600.00	Commissioner Reimbursement
ACH	TIB	662,727.71	Loan Payment
ACH	HCEC	1,721,008.00	Monthly Payment
ACH	Oak Interactive LLC	450.00	Website Maint
ACH	Houston Chronicle	11,746.94	Newspaper Ad
ACH	The Morton Accounting Service	4,028.58	CPA
ACH	AG CM Inc	8,436.50	Project Management
ACH	JP Morgan Chase	263,839.97	Loan Payment
<b>Total Disbursements</b>			<b>2,678,837.70</b>

**ENDING BALANCE:** **11,883,268.69**

11/30/2022

<b>LOCATION OF ASSETS</b>	<b>Interest Rate</b>	<b>Balance</b>
Prosperity Operating		60,726.95
Prosperity Money Mkt		208,406.60
Texas Class		5,603,039.77
Texas Class - Capital Projects		6,011,095.37
<b>Total Account Balance</b>		<b>11,883,268.69</b>



Harris County Emergency Services District #1  
 Quarterly Investment Report  
 Monthly Fiscal Year 2022  
 November 30, 2022

Transaction Date		Capital Project Texas Class	PRIME Texas Class
11/1/2022	Beginning Balance - Harris County ESD #1	\$ (0.00)	\$ 14,071,676.56
11/14/2022	Withdrawals - To Texas Class Capital Projects		(6,000,000.00)
11/23/2022	Withdrawals - To Prosperity MM		(2,500,000.00)
11/14/2022	Deposits	6,000,000.00	-
11/30/2022	Interest 3.8546%	11,095.37	31,363.21
			-
11/30/2022	<b>Ending Balance</b>	<b>\$ 6,011,095.37</b>	<b>\$ 5,603,039.77</b>

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: \_\_\_\_\_

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**Harris County ESD No. 1 - GOF**  
**Unpaid Bills Detail**  
As of December 21, 2022

Type	Date	Num	Memo	Due Date	Open Balance
<b>AG CM Inc.</b>					
Bill	12/19/2022	9856	Project Management Support #93 & 9...	12/29/2022	3,039.50
Total AG CM Inc.					3,039.50
<b>Caryn Papantonakis</b>					
Bill	12/11/2022		Legal Fees	12/21/2022	6,000.00
Total Caryn Papantonakis					6,000.00
<b>Construction Masters of Houston, Inc.</b>					
Bill	11/01/2022	Pay Request ...	Pay Request 2 - Total Contract \$302,5...	11/11/2022	21,250.00
Total Construction Masters of Houston, Inc.					21,250.00
<b>Fred A Scibuola</b>					
Bill	12/16/2022	December 15...	December 2022 Reimbursement	12/26/2022	600.00
Total Fred A Scibuola					600.00
<b>Harris Central Appraisal District</b>					
Bill	11/17/2022	PSI22003336	1st Qtr Quarter 2023 Assessment	11/27/2022	38,336.00
Total Harris Central Appraisal District					38,336.00
<b>HCEC</b>					
Bill	11/30/2022	2705	November 2022	12/10/2022	1,528,370.00
Total HCEC					1,528,370.00
<b>Oak Interactive, LLC</b>					
Bill	11/30/2022	13434	Monthly Website Maintenance - Nove...	12/10/2022	450.00
Total Oak Interactive, LLC					450.00
<b>Radcliffe Bobbitt Adams Polley</b>					
Bill	12/14/2022	215944	Legal - Elections	12/24/2022	130.07
Total Radcliffe Bobbitt Adams Polley					130.07
<b>Shirley Reed</b>					
Bill	12/14/2022	Reimb Dece...	Reimbursement Request June 28 - D...	12/24/2022	2,100.00
Total Shirley Reed					2,100.00
<b>The Morton Accounting Services</b>					
Bill	11/30/2022	2367	November CPA Services	12/10/2022	4,026.77
Total The Morton Accounting Services					4,026.77
<b>VFIS of Texas</b>					
Bill	12/06/2022	2023 - 4319	HARC0-1 Insurance Coverage - 1/1/23...	12/16/2022	73,273.00
Total VFIS of Texas					73,273.00
<b>Victor Insurance Managers Inc</b>					
Bill	12/17/2022	C. Sunday 3 ...	Bond - Commissioner Sunday 3YR Bo...	12/27/2022	520.00
Bill	12/17/2022	S Reed 3 YR ...	Bond - Commissioner Reed 3YR Bond	12/27/2022	520.00
Total Victor Insurance Managers Inc					1,040.00
<b>TOTAL</b>					<b>1,678,615.34</b>

No assurance is provided on these financial statements

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12/21/22

Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Budget vs. Actual**  
 January through November 2022

	Jan - Nov 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>41000 · Service Revenue</b>				
41100 · HCEC Ambulance Lease Revenue	77,000.00	84,000.00	-7,000.00	91.7%
41200 · HCEC Property Lease Revenue	501,083.00	546,636.00	-45,553.00	91.7%
<b>Total 41000 · Service Revenue</b>	578,083.00	630,636.00	-52,553.00	91.7%
<b>42000 · Tax Revenues</b>				
42100 · Penalty & Interest	212,729.21	200,000.00	12,729.21	106.4%
42300 · Tax Revenue	5,257,087.11	18,864,854.00	-13,607,766.89	27.9%
<b>Total 42000 · Tax Revenues</b>	5,469,816.32	19,064,854.00	-13,595,037.68	28.7%
<b>43000 · Other Income</b>				
43100 · Miscellaneous Income	0.00	5,000.00	-5,000.00	0.0%
43150 · Proceeds from Sale of Asset	0.00	2,000.00	-2,000.00	0.0%
43200 · Donations & Contributions	13,434.27	7,000.00	6,434.27	191.9%
43500 · Training & Education	0.00	500.00	-500.00	0.0%
43550 · Interest Earned on Checking	0.00	0.00	0.00	0.0%
43700 · Interest Earned on Temp. Invest	235,019.43	35,000.00	200,019.43	671.5%
<b>Total 43000 · Other Income</b>	248,453.70	49,500.00	198,953.70	501.9%
<b>Total Income</b>	6,296,353.02	19,744,990.00	-13,448,636.98	31.9%
<b>Gross Profit</b>	6,296,353.02	19,744,990.00	-13,448,636.98	31.9%
<b>Expense</b>				
143502 · Commissions Paid from Levy	19,003.97	75,000.00	-55,996.03	25.3%
162800 · Facilities & Equipment (DNU)				
162805 · Furniture/Equip - Non-Asset	0.00	20,000.00	-20,000.00	0.0%
162840 · Equip Rental & Maintenance	0.00	5,000.00	-5,000.00	0.0%
<b>Total 162800 · Facilities &amp; Equipment (DNU)</b>	0.00	25,000.00	-25,000.00	0.0%
170000 · Capital Purchases				
17001 · Vehicles	0.00	125,000.00	-125,000.00	0.0%
17003 · Medical Equipment	0.00	50,000.00	-50,000.00	0.0%
<b>Total 170000 · Capital Purchases</b>	0.00	175,000.00	-175,000.00	0.0%
50000 · Commissioner Salaries and Wages				
50250 · Commissioner Reimbursement	18,700.00	36,000.00	-17,300.00	51.9%
<b>Total 50000 · Commissioner Salaries and Wages</b>	18,700.00	36,000.00	-17,300.00	51.9%
51000 · HCEC Program Expense				
51100 · HCEC Contract Expense	17,731,272.00	18,302,260.00	-570,988.00	96.9%
<b>Total 51000 · HCEC Program Expense</b>	17,731,272.00	18,302,260.00	-570,988.00	96.9%
52000 · Contract Services (DNU)				
52100 · Accounting Fees	46,226.15	50,000.00	-3,773.85	92.5%
52200 · Audit Fees	18,790.00	18,500.00	290.00	101.6%
52300 · Legal Fees	66,000.00	72,000.00	-6,000.00	91.7%
52350 · Outside Contract Services	59,526.40	25,000.00	34,526.40	238.1%
52550 · Election Expense	8,068.43	10,000.00	-1,931.57	80.7%
<b>Total 52000 · Contract Services (DNU)</b>	198,610.98	175,500.00	23,110.98	113.2%
53000 · Operations (DNU)				
53100 · Banking Fees	0.00	400.00	-400.00	0.0%
53150 · Dues & Subscriptions	6,050.00	11,000.00	-4,950.00	55.0%
53200 · Postage	0.00	300.00	-300.00	0.0%
53300 · Printing & Copying	70.47	250.00	-179.53	28.2%
53350 · Legal Notices & Filing Fees	23,493.88	14,000.00	9,493.88	167.8%
53400 · Office Supplies	449.00	1,000.00	-551.00	44.9%
<b>Total 53000 · Operations (DNU)</b>	30,063.35	26,950.00	3,113.35	111.6%

No assurance is provided on these financial statements

2:30 PM

12/21/22

Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Budget vs. Actual**  
 January through November 2022

	Jan - Nov 22	Budget	\$ Over Budget	% of Budget
<b>54000 · General and Admin Expenses</b>				
54150 · Insurance - Gen Liab-Err & Omis	68,346.00	75,000.00	-6,654.00	91.1%
54200 · Insurance - Treasurer's Bond	0.00	1,500.00	-1,500.00	0.0%
54300 · Other Costs (Contingency Funds)	145.65	2,000.00	-1,854.35	7.3%
54400 · HCAD Qtr Expenses	147,143.00	140,000.00	7,143.00	105.1%
54450 · Depreciation Expense	0.00	2,000,000.00	-2,000,000.00	0.0%
54600 · Travel & Meetings	0.00	4,000.00	-4,000.00	0.0%
54650 · Conference, Conven & Meetings	0.00	6,000.00	-6,000.00	0.0%
54700 · Travel/Lodging	0.00	5,000.00	-5,000.00	0.0%
54800 · Repairs & Maintenance (DNU)	0.00	10,000.00	-10,000.00	0.0%
<b>Total 54000 · General and Admin Expenses</b>	<b>215,634.65</b>	<b>2,243,500.00</b>	<b>-2,027,865.35</b>	<b>9.6%</b>
60000 · Interest Expense	198,526.24	80,000.00	118,526.24	248.2%
61000 · Loan Costs	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.0%
<b>Total Expense</b>	<b>18,411,811.19</b>	<b>21,139,210.00</b>	<b>-2,727,398.81</b>	<b>87.1%</b>
<b>Net Ordinary Income</b>	<b>-12,115,458.17</b>	<b>-1,394,220.00</b>	<b>-10,721,238.17</b>	<b>869.0%</b>
<b>Other Income/Expense</b>				
Other Income				
71000 · Gain/Loss on Sale of Asset	0.00	1,000.00	-1,000.00	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>1,000.00</b>	<b>-1,000.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>1,000.00</b>	<b>-1,000.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-12,115,458.17</b>	<b>-1,393,220.00</b>	<b>-10,722,238.17</b>	<b>869.6%</b>

No assurance is provided on these financial statements

2:36 PM

12/21/22

Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Balance Sheet Prev Year Comparison**  
**As of November 30, 2022**

	Nov 30, 22	Nov 30, 21	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
0002 · Texas Class Capital Projects	6,011,095.37	0.00	6,011,095.37	100.0%
11000 · Prosperity Operating Account	60,726.95	733,994.74	-673,267.79	-91.7%
11050 · Prosperity Money Mkt	208,406.60	11,790,069.81	-11,581,663.21	-98.2%
11350 · Texas Class Investment	5,603,039.77	3,569.04	5,599,470.73	156,890.1%
<b>Total Checking/Savings</b>	<b>11,883,268.69</b>	<b>12,527,633.59</b>	<b>-644,364.90</b>	<b>-5.1%</b>
<b>Accounts Receivable</b>	<b>11.57</b>	<b>11.57</b>	<b>0.00</b>	<b>0.0%</b>
<b>Other Current Assets</b>				
11500 · Accounts Receivable	6,883,861.20	8,556,508.38	-1,672,647.18	-19.6%
11600 · Fees for Services Receivable	23,607.72	23,607.72	0.00	0.0%
11800 · Prepaid Expense	138,690.81	392,464.75	-253,773.94	-64.7%
<b>Total Other Current Assets</b>	<b>7,046,159.73</b>	<b>8,972,580.85</b>	<b>-1,926,421.12</b>	<b>-21.5%</b>
<b>Total Current Assets</b>	<b>18,929,439.99</b>	<b>21,500,226.01</b>	<b>-2,570,786.02</b>	<b>-12.0%</b>
<b>Fixed Assets</b>				
<b>15000 · Vehicle Assets</b>				
15010 · Vehicles	3,827,341.02	2,229,605.80	1,597,735.22	71.7%
15020 · Vehicles on Order	58,178.00	2,026,842.94	-1,968,664.94	-97.1%
<b>Total 15000 · Vehicle Assets</b>	<b>3,885,519.02</b>	<b>4,256,448.74</b>	<b>-370,929.72</b>	<b>-8.7%</b>
<b>16000 · Land</b>				
16010 · Land- 1620 Isom Property	235,546.58	235,546.58	0.00	0.0%
16020 · Land- Fallbrook Property	30,809.15	30,809.15	0.00	0.0%
16030 · Land- Old Humble Rd Property	117,980.67	117,980.67	0.00	0.0%
16040 · Land- 2800 Aldine Bender	309,467.00	309,467.00	0.00	0.0%
16000 · Land - Other	885,097.93	885,097.93	0.00	0.0%
<b>Total 16000 · Land</b>	<b>1,578,901.33</b>	<b>1,578,901.33</b>	<b>0.00</b>	<b>0.0%</b>
<b>17000 · Furniture and Equipment</b>				
17010 · Off. & Maint Equipment	1,502,065.10	1,509,234.60	-7,169.50	-0.5%
17020 · Medical Equipment	3,879,620.69	3,865,895.69	13,725.00	0.4%
17030 · Software & License Agreements	70,320.84	70,320.84	0.00	0.0%
17040 · Furniture & Fixtures	247,256.48	247,256.48	0.00	0.0%
17050 · Communication Cntr New Station	473,980.26	473,980.26	0.00	0.0%
17000 · Furniture and Equipment - Other	14,850.00	14,850.00	0.00	0.0%
<b>Total 17000 · Furniture and Equipment</b>	<b>6,188,093.37</b>	<b>6,181,537.87</b>	<b>6,555.50</b>	<b>0.1%</b>
<b>18000 · Building and Improvements</b>				
18010 · 1620 Isom Admin Bldg	488,507.62	488,507.62	0.00	0.0%
18020 · 2800 Aldine Bender Bldg	5,810,117.91	5,810,117.91	0.00	0.0%
18030 · 7710 Fallbrook Station	476,537.75	476,537.75	0.00	0.0%
18040 · 10512 Airline Station	238,339.00	238,339.00	0.00	0.0%
18050 · 6310 Aldine Bender Station	523,695.00	523,695.00	0.00	0.0%
18060 · Station #92	3,761,643.25	3,761,643.25	0.00	0.0%
18070 · Station #94	2,856,734.31	2,856,734.31	0.00	0.0%
18080 · Station #97	1,989,080.11	1,989,080.11	0.00	0.0%
18000 · Building and Improvements - Other	87,750.00	0.00	87,750.00	100.0%
<b>Total 18000 · Building and Improvements</b>	<b>16,232,404.95</b>	<b>16,144,654.95</b>	<b>87,750.00</b>	<b>0.5%</b>
19000 · Accumulated Depreciation	-11,581,546.22	-10,093,587.85	-1,487,958.37	-14.7%
<b>Total Fixed Assets</b>	<b>16,303,372.45</b>	<b>18,067,955.04</b>	<b>-1,764,582.59</b>	<b>-9.8%</b>

No assurance is provided on these financial statements

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12/21/22

Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Balance Sheet Prev Year Comparison**  
As of November 30, 2022

	Nov 30, 22	Nov 30, 21	\$ Change	% Change
<b>Other Assets</b>				
19500 · Call Center License				
19550 · Old Comm Center Other	800,000.00	800,000.00	0.00	0.0%
<b>Total 19500 · Call Center License</b>	<b>800,000.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Other Assets</b>	<b>800,000.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL ASSETS</b>	<b>36,032,812.44</b>	<b>40,368,181.05</b>	<b>-4,335,368.61</b>	<b>-10.7%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	1,592,787.12	1,362,412.50	230,374.62	16.9%
Other Current Liabilities	20,404,063.74	19,503,806.75	900,256.99	4.6%
<b>Total Current Liabilities</b>	<b>21,996,850.86</b>	<b>20,866,219.25</b>	<b>1,130,631.61</b>	<b>5.4%</b>
<b>Long Term Liabilities</b>				
25000 · Long Term Debt	10,425,560.07	11,927,155.01	-1,501,594.94	-12.6%
<b>Total Long Term Liabilities</b>	<b>10,425,560.07</b>	<b>11,927,155.01</b>	<b>-1,501,594.94</b>	<b>-12.6%</b>
<b>Total Liabilities</b>	<b>32,422,410.93</b>	<b>32,793,374.26</b>	<b>-370,963.33</b>	<b>-1.1%</b>
<b>Equity</b>				
30000 · Opening Bal Equity	5,996,412.00	5,996,412.00	0.00	0.0%
30100 · Unassigned Fund Balance	8,314,447.65	9,357,504.72	-1,043,057.07	-11.2%
30400 · Unrestricted Net Assets	1,415,000.03	1,415,000.03	0.00	0.0%
Net Income	-12,115,458.17	-9,194,109.96	-2,921,348.21	-31.8%
<b>Total Equity</b>	<b>3,610,401.51</b>	<b>7,574,806.79</b>	<b>-3,964,405.28</b>	<b>-52.3%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>36,032,812.44</b>	<b>40,368,181.05</b>	<b>-4,335,368.61</b>	<b>-10.7%</b>

No assurance is provided on these financial statements

2:44 PM

12/21/22

Accrual Basis

## Harris County ESD No. 1 - GOF Profit & Loss Detail January through November 2022

Type	Date	Num	Adj	Name	Memo	Amount
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>41000 · Service Revenue</b>						
<b>41100 · HCEC Ambulance Lease Revenue</b>						
Bill	01/31/2022	2513		HCEC	Master Lease for Vehicles	7,000.00
Bill	02/28/2022	2534		HCEC	Master Lease for Vehicles	7,000.00
Bill	03/31/2022	2558		HCEC	Master Lease for Vehicles	7,000.00
Bill	04/30/2022	2588		HCEC	Master Lease for Vehicles	7,000.00
Bill	05/31/2022	2608		HCEC	Master Lease for Vehicles	7,000.00
Bill	06/30/2022	2620		HCEC	Master Lease for Vehicles	7,000.00
Bill	07/31/2022	2639		HCEC	Master Lease for Vehicles	7,000.00
Bill	08/31/2022	2657		HCEC	Master Lease for Vehicles	7,000.00
Bill	09/30/2022	2671		HCEC	Master Lease for Vehicles	7,000.00
Bill	10/31/2022	2686		HCEC	Master Lease for Vehicles	7,000.00
Bill	11/30/2022	2705		HCEC	Master Lease for Vehicles	7,000.00
Total 41100 · HCEC Ambulance Lease Revenue						77,000.00
<b>41200 · HCEC Property Lease Revenue</b>						
Bill	01/31/2022	2513		HCEC	Original Agreement	45,553.00
Bill	02/28/2022	2534		HCEC	Original Agreement	45,553.00
Bill	03/31/2022	2558		HCEC	Original Agreement	45,553.00
Bill	04/30/2022	2588		HCEC	Original Agreement	45,553.00
Bill	05/31/2022	2608		HCEC	Original Agreement	45,553.00
Bill	06/30/2022	2620		HCEC	Original Agreement	45,553.00
Bill	07/31/2022	2639		HCEC	Original Agreement	45,553.00
Bill	08/31/2022	2657		HCEC	Original Agreement	45,553.00
Bill	09/30/2022	2671		HCEC	Original Agreement	45,553.00
Bill	10/31/2022	2686		HCEC	Original Agreement	45,553.00
Bill	11/30/2022	2705		HCEC	Original Agreement	45,553.00
Total 41200 · HCEC Property Lease Revenue						501,083.00
Total 41000 · Service Revenue						578,083.00
<b>42000 · Tax Revenues</b>						
<b>42100 · Penalty &amp; Interest</b>						
De...	01/12/2022			Harris County Tax Office	Deliquent P&I	1,692.09
De...	01/14/2022			Harris County Tax Office	Deliquent P&I	3,011.67
De...	01/20/2022			Harris County Tax Office	Deliquent P&I	1,847.75
De...	01/24/2022			Harris County Tax Office	Deliquent P&I	2,469.83
De...	01/26/2022			Harris County Tax Office	Deliquent P&I	985.19
De...	01/31/2022			Harris County Tax Office	Deliquent P&I	1,916.82
De...	02/03/2022			Harris County Tax Office	P&I	0.00
De...	02/03/2022			Harris County Tax Office	Deliquent P&I	1,047.26
De...	02/11/2022			Harris County Tax Office	P&I	0.00
De...	02/11/2022			Harris County Tax Office	Deliquent P&I	2,266.91
De...	02/11/2022			Harris County Tax Office	P&I	0.00
De...	02/11/2022			Harris County Tax Office	Deliquent P&I	82.98
De...	02/14/2022			Harris County Tax Office	P&I	0.00
De...	02/14/2022			Harris County Tax Office	Deliquent P&I	1,096.48
De...	02/15/2022			Harris County Tax Office	P&I	2,469.27
De...	02/15/2022			Harris County Tax Office	Deliquent P&I	2,075.78
De...	02/16/2022			Harris County Tax Office	P&I	2,333.72
De...	02/16/2022			Harris County Tax Office	Deliquent P&I	1,287.24
De...	02/24/2022			Harris County Tax Office	P&I	13,019.77
De...	02/24/2022			Harris County Tax Office	Deliquent P&I	1,020.11
De...	02/25/2022			Harris County Tax Office	P&I	2,004.58
De...	02/25/2022			Harris County Tax Office	Deliquent P&I	642.36
De...	02/28/2022			Harris County Tax Office	P&I	3,091.79
De...	02/28/2022			Harris County Tax Office	Deliquent P&I	916.01
De...	03/07/2022			Harris County Tax Office	P&I	3,341.33
De...	03/07/2022			Harris County Tax Office	Deliquent P&I	-1,814.88
De...	03/09/2022			Harris County Tax Office	P&I	43.00
De...	03/09/2022			Harris County Tax Office	Deliquent P&I	114.19
De...	03/10/2022			Harris County Tax Office	P&I	7,204.17
De...	03/10/2022			Harris County Tax Office	Deliquent P&I	2,304.01
De...	03/15/2022			Harris County Tax Office	P&I	0.00
De...	03/15/2022			Harris County Tax Office	Deliquent P&I	0.49

No assurance is provided on these financial statements

2:44 PM

## Harris County ESD No. 1 - GOF

12/21/22

## Profit &amp; Loss Detail

Accrual Basis

January through November 2022

Type	Date	Num	Adj	Name	Memo	Amount
De...	03/17/2022			Harris County Tax Office	P&I	2,066.05
De...	03/17/2022			Harris County Tax Office	Deliquent P&I	868.76
De...	03/18/2022			Harris County Tax Office	P&I	2,727.99
De...	03/18/2022			Harris County Tax Office	Deliquent P&I	816.21
De...	03/23/2022			Harris County Tax Office	P&I	2,066.45
De...	03/23/2022			Harris County Tax Office	Deliquent P&I	1,875.31
De...	03/30/2022			Harris County Tax Office	P&I	1.10
De...	03/30/2022			Harris County Tax Office	Deliquent P&I	0.02
De...	03/31/2022			Harris County Tax Office	P&I	4,739.18
De...	03/31/2022			Harris County Tax Office	Deliquent P&I	3,071.71
De...	04/07/2022			Harris County Tax Office	P&I	4,084.43
De...	04/07/2022			Harris County Tax Office	Deliquent P&I	1,516.38
De...	04/08/2022			Harris County Tax Office	P&I	107.93
De...	04/08/2022			Harris County Tax Office	Deliquent P&I	135.83
De...	04/11/2022			Harris County Tax Office	P&I	6,503.47
De...	04/11/2022			Harris County Tax Office	Deliquent P&I	3,255.93
De...	04/22/2022			Harris County Tax Office	P&I	4,349.55
De...	04/22/2022			Harris County Tax Office	Deliquent P&I	3,518.60
De...	04/28/2022			Harris County Tax Office	P&I	2,132.21
De...	04/28/2022			Harris County Tax Office	Deliquent P&I	892.11
De...	05/05/2022			Harris County Tax Office	P&I	3,034.64
De...	05/05/2022			Harris County Tax Office	Deliquent P&I	1,191.48
De...	05/06/2022			Harris County Tax Office	P&I	40.31
De...	05/06/2022			Harris County Tax Office	Deliquent P&I	69.32
De...	05/11/2022			Harris County Tax Office	P&I	5,156.97
De...	05/11/2022			Harris County Tax Office	Deliquent P&I	1,524.02
De...	05/16/2022			Harris County Tax Office	P&I	1,553.07
De...	05/16/2022			Harris County Tax Office	Deliquent P&I	5,628.63
De...	05/19/2022			Harris County Tax Office	P&I	750.93
De...	05/19/2022			Harris County Tax Office	Deliquent P&I	379.90
De...	05/25/2022			Harris County Tax Office	P&I	3,518.26
De...	05/25/2022			Harris County Tax Office	Deliquent P&I	707.17
De...	05/31/2022			Harris County Tax Office	P&I	1,429.80
De...	05/31/2022			Harris County Tax Office	Deliquent P&I	916.31
De...	06/03/2022			Harris County Tax Office	P&I	1,738.66
De...	06/03/2022			Harris County Tax Office	Deliquent P&I	1,731.19
De...	06/06/2022			Harris County Tax Office	P&I	129.00
De...	06/06/2022			Harris County Tax Office	Deliquent P&I	34.24
De...	06/09/2022			Harris County Tax Office	P&I	8,034.44
De...	06/09/2022			Harris County Tax Office	Deliquent P&I	1,559.12
De...	06/14/2022			Harris County Tax Office	P&I	2,703.11
De...	06/14/2022			Harris County Tax Office	Deliquent P&I	6,408.50
De...	06/21/2022			Harris County Tax Office	P&I	1,961.10
De...	06/21/2022			Harris County Tax Office	Deliquent P&I	1,052.40
De...	07/05/2022			Harris County Tax Office	P&I	6,968.60
De...	07/05/2022			Harris County Tax Office	Deliquent P&I	5,690.02
De...	07/06/2022			Harris County Tax Office	P&I	90.53
De...	07/06/2022			Harris County Tax Office	Deliquent P&I	214.30
De...	08/01/2022			Harris County Tax Office	Deliquent P&I	2,076.26
De...	08/05/2022			Harris County Tax Office	Deliquent P&I	16,074.51
De...	08/08/2022			Harris County Tax Office	Deliquent P&I	56.12
De...	08/10/2022			Harris County Tax Office	Deliquent P&I	8,620.35
De...	08/16/2022			Harris County Tax Office	Deliquent P&I	3,041.75
De...	08/23/2022			Harris County Tax Office	Deliquent P&I	3,265.03
De...	09/06/2022			Harris County Tax Office	P&I	
De...	09/06/2022			Harris County Tax Office	Deliquent P&I	6,163.95
De...	09/07/2022			Harris County Tax Office	P&I	
De...	09/07/2022			Harris County Tax Office	Deliquent P&I	349.71
De...	09/09/2022			Harris County Tax Office	P&I	
De...	09/09/2022			Harris County Tax Office	Deliquent P&I	5,399.80
De...	09/16/2022			Harris County Tax Office	P&I	
De...	09/16/2022			Harris County Tax Office	Deliquent P&I	2,266.57
Total 42100 · Penalty & Interest						212,729.21

No assurance is provided on these financial statements



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12/21/22

Accrual Basis

## Harris County ESD No. 1 - GOF Profit & Loss Detail January through November 2022

Type	Date	Num	Adj	Name	Memo	Amount
<b>42300 · Tax Revenue</b>						
De...	01/12/2022			Harris County Tax Office	Current Levy	1,405,770.10
De...	01/14/2022			Harris County Tax Office	Current Levy	537,019.53
De...	01/20/2022			Harris County Tax Office	Current Levy	878,346.80
De...	01/24/2022			Harris County Tax Office	Current Levy	577,403.44
De...	01/26/2022			Harris County Tax Office	Current Levy	683,910.87
De...	01/31/2022			Harris County Tax Office	Current Levy	43,967.34
De...	01/31/2022			Harris County Tax Office	Current Levy	1,130,669.03
Total 42300 · Tax Revenue						5,257,087.11
Total 42000 · Tax Revenues						5,469,816.32
<b>43000 · Other Income</b>						
<b>43200 · Donations &amp; Contributions</b>						
De...	03/24/2022			Harris County Utility District N...	Deposit	748.34
De...	03/24/2022			Harris County Utility District N...	Deposit	826.94
De...	04/22/2022	DEP			Deposit	1,592.62
De...	04/22/2022	DEP			Deposit	808.98
De...	07/14/2022			Harris County Utility District N...	Deposit	750.39
De...	07/14/2022			Harris County Utility District N...	Deposit	810.98
De...	07/14/2022			Harris County Utility District N...	Deposit	765.86
De...	08/01/2022			Harris County Utility District N...	Deposit	2,191.16
De...	09/19/2022				Deposit	800.13
De...	09/19/2022				Deposit	834.98
De...	10/07/2022				Prop Tax Payment	186.38
De...	10/14/2022				Prop Tax Payment	747.53
De...	11/14/2022				Deposit	208.47
De...	11/18/2022				Deposit	83.62
De...	11/30/2022				Deposit	2,077.89
Total 43200 · Donations & Contributions						13,434.27
<b>43700 · Interest Earned on Temp. Invest</b>						
De...	01/31/2022				Interest	0.04
De...	01/31/2022				Interest	4,111.68
De...	02/28/2022				Interest	4,979.25
De...	02/28/2022				Interest	0.05
De...	03/31/2022				Interest	0.38
De...	03/31/2022				Interest	5,573.89
De...	04/30/2022				Interest	5,108.51
De...	04/30/2022				Interest	0.70
De...	05/31/2022				Interest	8,479.79
De...	05/31/2022				Interest	1,189.58
De...	06/30/2022				Interest	18,269.73
De...	06/30/2022				Interest	639.63
De...	07/31/2022				Interest	27,288.00
De...	07/31/2022				Interest	386.62
De...	08/31/2022				Interest	602.63
De...	08/31/2022				Interest	35,007.72
De...	09/30/2022				Interest	37,163.81
De...	09/30/2022				Interest	346.04
De...	10/31/2022				Interest	41,897.26
De...	10/31/2022				Interest	336.35
De...	11/30/2022				Interest	1,179.19
De...	11/30/2022				Interest	31,363.21
De...	11/30/2022				Interest	11,095.37
Total 43700 · Interest Earned on Temp. Invest						235,019.43
Total 43000 · Other Income						248,453.70
Total Income						6,296,353.02
Gross Profit						6,296,353.02

No assurance is provided on these financial statements

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**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
 January through November 2022

12/21/22

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
<b>Expense</b>						
<b>143502 · Commissions Paid from Levy</b>						
De...	01/12/2022			Harris County Tax Office	Adj	14,133.81
De...	01/14/2022			Harris County Tax Office	Adj	5,381.02
De...	01/20/2022			Harris County Tax Office	Adj	8,858.32
De...	01/24/2022			Harris County Tax Office	Adj	3,182.52
De...	02/24/2022			Harris County Tax Office	Deposit	1,592.15
De...	02/28/2022			Harris County Tax Office	Deposit	-9,545.29
De...	08/01/2022			Harris County Tax Office	Adj./Fees	141.83
De...	08/03/2022			Harris County Tax Office	Adj./Fees	-1,380.07
De...	08/04/2022			Harris County Tax Office	Adj./Fees	-5,464.85
De...	08/05/2022			Harris County Tax Office	Adj./Fees	806.68
De...	08/10/2022			Harris County Tax Office	Adj./Fees	454.84
De...	08/16/2022			Harris County Tax Office	Adj./Fees	163.99
De...	08/23/2022			Harris County Tax Office	Adj./Fees	170.96
De...	09/06/2022			Harris County Tax Office	Adj./Fees	182.27
De...	09/09/2022			Harris County Tax Office	Adj./Fees	209.70
De...	09/16/2022			Harris County Tax Office	Adj./Fees	116.09
Total 143502 · Commissions Paid from Levy						19,003.97
<b>50000 · Commissioner Salaries and Wages</b>						
<b>50250 · Commissioner Reimbursement</b>						
Bill	01/18/2022	Jan...		Fred A Scibuola	Jan 2022 Reimbursement	600.00
Bill	02/21/2022	Fe...		Fred A Scibuola	Feb 2022 Reimbursement	600.00
Bill	02/22/2022	Rei...		Shirley Reed	Reimbursement Request Jan 5 - Feb 22, 2022	1,050.00
Bill	03/14/2022	Rei...		Shirley Reed	Reimbursement Request Feb 23 - Mar 14, 2022	450.00
Bill	03/15/2022	Ma...		Fred A Scibuola	Mar 2022 Reimbursement	600.00
Bill	03/31/2022	Apr...		Fred A Scibuola	Apr 2022 Reimbursement	600.00
Bill	05/19/2022	Ma...		Fred A Scibuola	May 2022 Reimbursement	600.00
Bill	05/31/2022	20...		Cathy Sunday_	Commissioner Reimbursement 2022	7,000.00
Bill	06/11/2022	Jun...		Fred A Scibuola	June 2022 Reimbursement	600.00
Bill	07/21/2022	Rei...		Shirley Reed	Reimbursement Request Mar 21 - Apr 25, 2022	900.00
Bill	07/22/2022	Jul...		Fred A Scibuola	July 2022 Reimbursement	600.00
Bill	08/23/2022	Au...		Fred A Scibuola	August 2022 Reimbursement	600.00
Bill	08/26/2022	Rei...		Shirley Reed	Reimbursement Request May 16 - June 27, 2022	1,200.00
Bill	09/15/2022	Rei...		Shirley Reed	Reimbursement Request July 19 - Sept 15, 2022	900.00
Bill	09/20/2022	Se...		Fred A Scibuola	September 2022 Reimbursement	600.00
Bill	10/21/2022	Oct...		Fred A Scibuola	October 2022 Reimbursement	600.00
Bill	10/21/2022	Rei...		Shirley Reed	Reimbursement Request Sept 26 - Oct 17, 2022	600.00
Bill	11/22/2022	No...		Fred A Scibuola	November 2022 Reimbursement	600.00
Total 50250 · Commissioner Reimbursement						18,700.00
Total 50000 · Commissioner Salaries and Wages						18,700.00
<b>51000 · HCEC Program Expense</b>						
<b>51100 · HCEC Contract Expense</b>						
Bill	01/31/2022	2513		HCEC	Rate change to \$984.21 @ 2034 trips (less \$342,949)	1,658,934.00
Bill	02/28/2022	2534		HCEC	Rate change to \$984.21 @ 1866 trips (less \$397,871)	1,438,665.00
Bill	03/31/2022	2558		HCEC	Rate Change to \$984.21 @ 1885 Trips less (\$554,293)	1,300,943.00
Bill	04/30/2022	2588		HCEC	Rate Change to \$984.21 @ 1991 Trips less (\$406,829)	1,552,733.00
Bill	05/31/2022	2608		HCEC	Rate Change to \$984.21 @ 2164 Trips less (\$406,577)	1,723,253.00
Bill	06/30/2022	2620		HCEC	Rate Change to \$984.21 @ 2130 Trips less (\$388,319)	1,708,048.00
Bill	07/31/2022	2639		HCEC	Rate Change to \$984.21 @ 2270 Trips less (\$411,245)	1,822,912.00
Bill	08/31/2022	2657		HCEC	Rate Change to \$984.21 @ 2181 Trips less (\$610,953)	1,535,609.00
Bill	09/30/2022	2671		HCEC	Rate \$984.21 @ 2129 Trips less (\$459,692)	1,635,691.00
Bill	10/31/2022	2686		HCEC	Rate \$984.21 @ 2266 Trips less (\$456,659)	1,773,561.00
Bill	11/30/2022	2705		HCEC	Rate \$984.21 @ 2077 Trips less (\$463,282)	1,580,923.00
Total 51100 · HCEC Contract Expense						17,731,272.00
Total 51000 · HCEC Program Expense						17,731,272.00

No assurance is provided on these financial statements

2:44 PM

12/21/22

Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
 January through November 2022

Type	Date	Num	Adj	Name	Memo	Amount
<b>52000 · Contract Services (DNU)</b>						
<b>52100 · Accounting Fees</b>						
Bill	01/31/2022	2288		The Morton Accounting Services	Jan CPA Services	4,246.18
Bill	02/28/2022	2293		The Morton Accounting Services	Feb CPA Services	3,974.55
Bill	03/31/2022	2304		The Morton Accounting Services	Mar CPA Services	4,810.77
Bill	04/30/2022	2310		The Morton Accounting Services	April CPA Services	4,698.06
Bill	05/31/2022	2315		The Morton Accounting Services	May CPA Services	4,208.39
Bill	06/30/2022	2324		The Morton Accounting Services	June CPA Services	4,029.88
Bill	07/31/2022	2331		The Morton Accounting Services	July CPA Services	3,629.34
Bill	08/31/2022	2339		The Morton Accounting Services	August CPA Services	4,400.80
Bill	09/30/2022	2342		The Morton Accounting Services	September CPA Services	4,180.66
Bill	10/31/2022	2362		The Morton Accounting Services	October CPA Services	4,025.10
Bill	11/30/2022	2367		The Morton Accounting Services	November CPA Services	4,022.42
Total 52100 · Accounting Fees						46,226.15
<b>52200 · Audit Fees</b>						
Bill	03/24/2022	17...		Carr Riggs & Ingram	2021 Audit Billing - Interim	15,000.00
Bill	05/31/2022	17...		Carr Riggs & Ingram	2021 Audit Billing - Final	3,790.00
Total 52200 · Audit Fees						18,790.00
<b>52300 · Legal Fees</b>						
Bill	01/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	02/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	03/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	04/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	05/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	06/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	07/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	08/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	09/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	10/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	11/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Total 52300 · Legal Fees						66,000.00
<b>52350 · Outside Contract Services</b>						
Bill	04/30/2022	9221		AG CM Inc.	Project Management Support #93 & 96 - April 2022	9,110.00
Bill	05/25/2022	58...		Equitax Inc.	2021 Annual Tax True Up	3,200.00
Bill	05/31/2022	9343		AG CM Inc.	Project Management Support #93 & 96 - May 2022	13,831.40
Bill	06/30/2022	9424		AG CM Inc.	Project Management Support #93 & 96 - June 2022	5,459.00
Bill	07/31/2022	9510		AG CM Inc.	Project Management Support #93 & 96 - July 2022	2,683.50
Bill	08/31/2022	9568		AG CM Inc.	Project Management Support #93 & 96 - Aug 2022	10,625.50
Bill	09/30/2022	9639		AG CM Inc.	Project Management Support #93 & 96 - Sept 2022	6,180.50
Bill	10/31/2022	9772		AG CM Inc.	Project Management Support #93 & 96 - October 2022	8,436.50
Total 52350 · Outside Contract Services						59,526.40
<b>52550 · Election Expense</b>						
Bill	01/31/2022	21...		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	3,919.53
Bill	02/28/2022	21...		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	1,304.70
Bill	04/30/2022	21...		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	60.60
Bill	06/14/2022	21...		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	2,629.03
Bill	06/30/2022	21...		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	31.21
Bill	07/31/2022	21...		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	123.36
Total 52550 · Election Expense						8,068.43
Total 52000 · Contract Services (DNU)						198,610.98

No assurance is provided on these financial statements

2:44 PM

12/21/22

Accrual Basis

Harris County ESD No. 1 - GOF
Profit & Loss Detail
January through November 2022

Table with columns: Type, Date, Num, Adj, Name, Memo, Amount. Rows include various expense categories such as Operations (DNU), Dues & Subscriptions, Printing & Copying, Legal Notices & Filing Fees, Office Supplies, General and Admin Expenses, and HCAD Qtr Expenses.

No assurance is provided on these financial statements

2:44 PM

12/21/22

Accrual Basis

Harris County ESD No. 1 - GOF  
**Profit & Loss Detail**  
January through November 2022

Type	Date	Num	Adj	Name	Memo	Amount
<b>60000 - Interest Expense</b>						
Bill	05/16/2022	Lo...		JPMorgan Chase Bank NA	Payment for Loan - \$6,251,874.51 (confirm interest am...	43,763.12
Bill	10/20/2022	LN...		TIB	Acct. # ML-000091037	110,999.99
Bill	11/16/2022	Lo...		JPMorgan Chase Bank NA	Payment for Loan - \$6,251,874.51 (confirm interest am...	43,763.13
Total 60000 - Interest Expense						198,526.24
Total Expense						18,411,811.19
Net Ordinary Income						-12,115,458.17
<b>Net Income</b>						<b>-12,115,458.17</b>



AGCM, Inc.  
P.O. Box 2682  
1101 Ocean Drive (78404)  
Corpus Christi, TX 78403  
361-882-0469

Harris County ESD #1  
Attn: Jeremy Hyde  
2800 Aldine Bender Rd.  
Houston, TX 77032

Invoice number 9856  
Date 12/01/2022

Project **22-012P Harris County ESD 1 Stations 93 and 96**

Billing Period 10/31/2022 - 11/30/2022

**Invoice Summary**

Description	Contract Amount	Total Billed	Prior Billed	Current Billed	Remaining	Percent Complete
<b>PROJECT MANAGEMENT SUPPORT</b>	259,140.00	59,365.90	56,326.40	3,039.50	199,774.10	22.91
<b>Total</b>	259,140.00	59,365.90	56,326.40	3,039.50	199,774.10	22.91

**Professional Fees**

	Hours	Rate	Billed Amount
Design Manager - AIA			
Paul E. Kullman	14.50	155.00	2,247.50
Project Manager			
Dhinaker Thangavelu	6.00	132.00	792.00
Professional Fees subtotal	20.50		3,039.50
Invoice total			<b>3,039.50</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
9856	12/01/2022	3,039.50	3,039.50				
Total		3,039.50	3,039.50	0.00	0.00	0.00	0.00

Approved by:

Christopher L. Majors  
Vice President of East & South Regions

**NOTE:**

Please send all accounts receivable correspondent to ar@agcm.com.

**IMPORTANT PAYMENT INFORMATION:**

Please call to verify any changes to our ACH information at 361-882-0469 ext 311 or 361-215-1533 (Brenda Brewer's cell) prior to making the changes.

**REMIT PAYMENT TO:**

AG|CM, Inc.  
P.O. Box 2682  
Corpus Christi, TX 78403

**Invoice Supporting Detail**

**22-012P Harris County ESD 1 Stations 93 and 96**  
**PROJECT MANAGEMENT SUPPORT**  
**Preconstruction & Design**

Phase Status: Active

Billing Cutoff: 11/30/2022

**Labor**

WIP Status: Billable

Design Manager - AIA

Paul E. Kullman

Date	Units	Rate	Amount	
Billable Time	11/01/2022	1.00	155.00	155.00
	<i>Project Coordination</i>			
Billable Time	11/04/2022	0.50	155.00	77.50
	<i>Project Coordination</i>			
Billable Time	11/08/2022	1.00	155.00	155.00
	<i>TEAMS Meeting</i>			
Billable Time	11/10/2022	1.00	155.00	155.00
	<i>Project Coordination</i>			
Billable Time	11/11/2022	3.00	155.00	465.00
	<i>Project Coordination &amp; Plan Review</i>			
Billable Time	11/16/2022	1.00	155.00	155.00
	<i>Project Coordination</i>			
Billable Time	11/18/2022	1.00	155.00	155.00
	<i>Project Coordination</i>			
Billable Time	11/23/2022	2.00	155.00	310.00
	<i>Project Coordination</i>			
Billable Time	11/28/2022	2.00	155.00	310.00
	<i>Project Coordination &amp; Report</i>			
Billable Time	11/30/2022	2.00	155.00	310.00
	<i>TEAMS Meeting and follow up.</i>			

Subtotal **14.50** **2,247.50**

Project Manager

Dhinaker Thangavelu

Billable Time	11/08/2022	2.00	132.00	264.00
	<i>EMS 93/96 Progress Meeting</i>			
Billable Time	11/15/2022	2.00	132.00	264.00
	<i>Review Drawings</i>			
Billable Time	11/22/2022	2.00	132.00	264.00
	<i>Design Progress Meeting</i>			

Subtotal **6.00** **792.00**

Labor total **20.50** **3,039.50**

**PROJECT MANAGEMENT SUPPORT**  
**Construction Phase**

Phase Status: Work Hold

Billing Cutoff: 11/30/2022

WIP Status:

Date	Units	Rate	Amount
------	-------	------	--------

Subtotal **0.00**

total **0.00**



**Invoice Supporting Detail**

22-012P Harris County ESD 1 Stations 93 and 96

**PROJECT MANAGEMENT SUPPORT**  
 Survey Service at 1.10

Phase Status: Active

Billing Cutoff: 11/30/2022

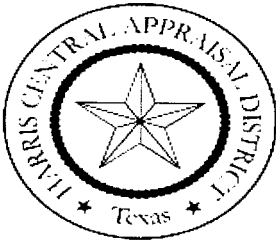
WIP Status:

Date	Units	Rate	Amount
------	-------	------	--------

Subtotal			0.00
total			0.00

**Invoice Summary**

	Contract	Billed	%	Remaining	%
Labor	259,140.00	30,725.00	12	228,415.00	88
Expense		1,759.10		-1,759.10	
Consultant		26,881.80		-26,881.80	
<b>Total</b>	259,140.00	59,365.90	23	199,774.10	77



HARRIS CENTRAL APPRAISAL DISTRICT  
 BUDGET AND FINANCE DIVISION  
 ACCOUNTS RECEIVABLE  
 PO BOX 920975  
 HOUSTON, TX 77292-0975  
 PHONE 713-808-7659  
 FAX 713-957-7410

# INVOICE

Invoice Number: PS122003336  
 Invoice Date: 11/17/2022

HARRIS COUNTY ESD 1  
 ANN HARRIS BENNETT  
 1001 PRESTON ST  
 HOUSTON, TX 77002-1817

HARRIS COUNTY ESD 1  
 CATHY SUNDAY PRESIDENT  
 THE MORTON ACCOUNTING SVCS  
 1125 CYPRESS STATION DR STE H-4  
 HOUSTON, TX 77090

Customer ID 671

Due Date 12/31/2022  
 Terms DUE LAST BUSINESS DAY OF QTR

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Qtr 1 QUARTERLY ASSESSMENT		1	1	38,336.00	38,336.00

**Subtotal: 38,336.00**  
 Invoice Discount: 0.00  
 Tax: 0.00  


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**Total: 38,336.00**

**PENALTY AND INTEREST APPLY IF NOT PAID BY DUE DATE.**

\* SEC 6.06(e), TEXAS PROPERTY TAX CODE

**MAIL TO:**

HARRIS CENTRAL APPRAISAL DISTRICT  
 BUDGET AND FINANCE DIVISION  
 ACCOUNTS RECEIVABLE  
 PO BOX 920975  
 HOUSTON, TX 77292-0975



# AIA Document G742 - 2015

## Application and Certificate for Payment for a Design-Build Project

**TO OWNER:** Harris Co. ESD #1  
2800 Aldine Bender Rd.  
Houston, TX 77032

**PROJECT:** Harris Co. ESD #93 & #96  
#93: 7710 Fallbrook, Houston, TX  
77086 & #96: 2947 Washington Ave.,  
Houston, TX 77007

**FROM DESIGN-BUILDER:** Construction Masters of Houston  
3908 Third St.  
Pearland, TX 77581

**APPLICATION NO:** 002  
**PERIOD TO:** September 30, 2022

**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** June 07, 2022  
**PROJECT NOS:** / 6922

**Distribution to:** OWNER:   
ARCHITECT:   
DESIGN-BUILDER:   
FIELD:   
OTHER:

### DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.

1. ORIGINAL CONTRACT SUM .....	\$302,500.00
2. NET CHANGE BY CHANGE ORDERS .....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$302,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G743) .....	\$85,000.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G743)	\$0.00
b. 0 % of Stored Material (Column F on G743)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G743) .....	\$0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$85,000.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$63,750.00
(Line 6 from prior Certificate)	

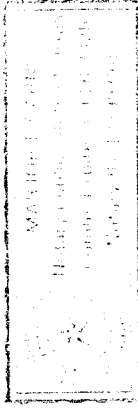
8. CURRENT PAYMENT DUE .....	\$21,250.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$217,500.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$0.00</b>	<b>\$0.00</b>

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Design-Build Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**DESIGN-BUILDER:** \_\_\_\_\_  
By: \_\_\_\_\_  
State of: Texas

Date: October 07, 2022



Notary Public: Marjorie Carns  
My Commission expires: September 26, 2025

### CERTIFICATE FOR PAYMENT

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is properly due and owing to the Design-Builder.

**AMOUNT DUE** ..... \$21,250.00  
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**OWNER:** \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.



## Conditional Waiver & Release Upon Partial Payment

Whereas, the undersigned **Construction Masters of Houston, Inc.** has performed work or furnished materials for improvement to property known as **Harris County ESD #93 & #96**, located in the city of Houston, state of Texas.

The undersigned further certifies that all labor and materials furnished by the undersigned in connection with the above-named project has been paid in full and agrees to indemnify and save harmless the said Owner, **Harris County ESD #1**, against all loss, damages, cost or expense of any character whatsoever that may arise by reason of claims for labor or unpaid material used in connection with said improvements. When the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto, any mechanic's lien, stop notice or bond right the undersigned has on the job.

Signed, Sealed and Delivered This 7<sup>th</sup> Day of October, 2022

**Construction Masters of Houston, Inc.**

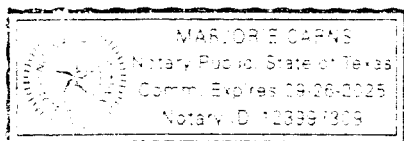
By: \_\_\_\_\_

Title: **President**

State of Texas }  
County of Brazoria }

Before me, the undersigned authority, on this day appeared **Justin Davis**, a person known to me, who upon being placed under oath, stated that he read and signed the foregoing instrument for the purposes and consideration therein stated and as the act and deed of **Construction Masters of Houston, Inc.** and further stated that each statement therein is within his knowledge and is true and correct.

Sworn and subscribed to before me on the 7<sup>th</sup> day of October, 2022.



\_\_\_\_\_  
Notary Public in and for Brazoria County, Texas  
My commission expires: 9/26/25

# Invoice

Page 1/1  
 Invoice 02705  
 Date 11/30/2022



## Harris County Emergency Corps

2800 Aldine Bender Road  
 Houston TX 77032

**Bill To:** Harris County ESD#1  
 2800 Aldine Bender Rd  
 Houston Texas 77032

**Ship To:** Harris County ESD#1  
 2800 Aldine Bender Rd  
 Houston Texas 77032

		Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		H0001		Due on Receipt	11/30/2022	2,631
Ordered	Item Number	Description	Discount	Unit Price	Ext. Price	
1.00	911 SERVICES	2077 Responses x \$984.21 - IMX \$463,282	\$0.00	\$1,580,923.00	\$1,580,923.00	
1.00	LEASE PAYMENTS	Lease payments to ESD1 Bldg/Eq	\$0.00	-\$45,553.00	-\$45,553.00	
1.00	LEASE AMBULANCES	Lease Payments ESD1 ambulances	\$0.00	-\$7,000.00	-\$7,000.00	

Thank you for your business!

Subtotal	\$1,528,370.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$1,528,370.00</b>

# INVOICE

**OAK Interactive, LLC**

1819 Blue Water Bay Dr., Katy, TX 77494, UNITED STATES  
info@oakinteractive.com; Website: www.oakinteractive.com



**Invoice No#:** 13434

**Invoice Date:** Nov 30, 2022

**Reference:** Creative Services

**Due Date:** Dec 30, 2022

**\$450.00**

**AMOUNT DUE**

## BILL TO

HCESD-1.org

Melissa Morton

2800 Aldine Bender Rd., Houston, TX 77032, UNITED STATES

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Website Maintenance HCESD-1.org - November	1	\$450.00	\$450.00
			Subtotal	\$450.00
			<b>TOTAL</b>	<b>\$450.00 USD</b>

## NOTES TO CUSTOMER

November, 2022 - Kindly Remit to: OAK Interactive, LLC  
1819 Blue Water Bay Dr., Katy, TX 77494

THANK YOU FOR YOUR BUSINESS!

## TERMS AND CONDITIONS

Net 30 - Interest accrued at 2% per month, thereafter. Make checks payable to: OAK Interactive, LLC or pay via Credit Card with a 4% processing fee. Sales Tax applied to:

- Website Maintenance
- Website Design & Development
- Hard Cost for production items

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# RBAP

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RADCLIFFE  
BOBBITT  
ADAMS  
POLLEY

America Tower  
2929 Allen Parkway, Suite 3450  
Houston, Texas 77019  
(713) 237-1221  
www.rbaplaw.com

Harris County ESD 1  
c/o The Morton Accounting Services  
1125 Cypress Station Drive, Building H-4  
Houston, Texas 77090

December 14, 2022

Client No.: 1850.0000  
Invoice No.: 215944

**Attention:**

**RE:** Elections

DATE	DESCRIPTION	HOURS	AMOUNT	
Nov-16-22	Prepare correspondence in response to Texas Secretary of State randomized election audit notice.	0.25	30.00	RDR
Nov-18-22	Review and revise Texas Secretary of State Election Audit Response Letter.	0.25	68.75	RDA
	Finalize and transmit response to Texas Secretary of State regarding randomized election audit.	0.25	30.00	RDR
	Totals	0.75	<u>\$128.75</u>	

**DISBURSEMENTS**

Photocopies - Black & White	0.75
Postage	0.57
Totals	<u>\$1.32</u>

**Total Fee & Disbursements** **\$130.07**



**Balance Now Due**

**\$130.07**

COMMISSIONER'S REIMBURSEMENT EXPENSE REPORT

District: **Harris County Emergency Services District No. 1**      **Wednesday, December 14, 2022**

Name: Shirley P. Reed		Mileage Rate 0.58		0.00						
Dates	Fee of Office Due Description	Airfare	Lodging (Hotel)	Miles Driven	Mileage Expense	Meals	Phone	Other	Memo	Totals
06/28/22	ACH Prosperity Approval									150.00
07/26/22	ACH Prosperity Approval									150.00
08/31/22	ACH Prosperity Approval									150.00
09/27/22	ACH Prosperity Approval									150.00
10/25/22	ACH Prosperity Approval									150.00
11/09/22	Updated Building Plans									150.00
11/17/22	ESD Draft Agenda									150.00
11/22/22	Expense Report									150.00
11/24/22	HCEC Happy Thanksgiving									150.00
11/28/22	Draft Agenda									150.00
11/29/22	ESD Board Meeting Date									150.00
11/30/22	Credit Card Info									150.00
12/6/22	ESD Draft Agenda									150.00
12/13/22	End of Year Reimbursements									150.00
	<b>Subtotals</b>		0		0	0	0	0		\$2100.00
Miscellaneous Expense										
Subtotal of Expenses:										
Number of Days of Service										
Commissioner's Fees Due:										
Less Cash Advance:										
										\$2100.00

The Morton Accounting Services  
 450 N. Sam Houston Pkwy E Ste 168  
 Houston, Texas 77060  
 (281) 416-8571 FAX (855) 331-3080  
 Email: [melissapa@themortonassociates.com](mailto:melissapa@themortonassociates.com)

I certify that I incurred these expenses on District Business.

Signature Shirley P. Reed



# Invoice

Date	Invoice #
11/30/2022	2367

Bill To
Harris County ESD #1 2800 Aldine Bender Rd Houston, TX 77032

Terms	Due Date
Net 30	12/30/2022

Serviced	Description	Time	Rate	Amount
11/30/2022	November CPA Services		2,750.00	2,750.00
11/30/2022	Additional Hours (Fixed asset management, meeting with board members for ACH approval for Prosperity, special reporting, working to get credit card)	9.0887	140.00	1,272.42
11/30/2022	Copies	15	0.29	4.35

Please Remit Payment to:  
The Morton Accounting Service  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

or via the Intuit payment link in the email.

**Total** \$4,026.77

**Payments/Credits** \$0.00

**Balance Due** \$4,026.77



A DIVISION OF WINSTAR INSURANCE GROUP

13625 Ronald W Reagan Blvd  
Bldg. 3, Suite 100  
Cedar Park, TX 78613  
Phone: (800) 252-9435

<b>Invoice # 4319</b>	Page 1 of 1
Account Number	Date
HARRCOE-01	12/6/2022
Balance Due On	
1/5/2023	
Amount Paid	Amount Due
	\$73,273.00

**Harris Co ESD #1**  
**2800 Aldine Bender Rd. Ste A**  
**Houston, TX 77032**

You can now pay ONLINE. To make a payment online, click here: <https://winstar.epaypolicy.com>

Commercial Package	Policy Number: VFNU-TR-0001761	Effective: 1/1/2023 to 1/1/2024
--------------------	--------------------------------	---------------------------------

Item #	Trans Eff Date	Due DateTrans	Description	Amount
22354	1/1/2023	1/5/2023 RENB	Renewal of Commercial Package Effective	\$73,273.00
<b>Total Invoice Balance:</b>				<b>\$73,273.00</b>

We Appreciate Your Business! To pay online go to: <https://winstar.epaypolicy.com/>

Please note that a \$25 late fee will be applied to any payments that are not received by the due date indicated.



VICTOR INSURANCE MANAGERS INC.

**BILLING NOTICE**

Harris Co. ESD #1  
2800 Aldine Bender  
Houston, TX 77032

RE: Harris Co. ESD #1  
1352549 - 035174

Policy Type:	BOND
Policy Number:	61BSBGQ6273
Policy Term:	12/17/2022 through 12/17/2025

Notes: Cathy Sunday

<b>Premium</b>	<b>Amount</b>
Gross Premium	\$520.00
Net Premium	\$520.00
Amount DUE	\$520.00

**PREMIUM DUE DATE:** 12/17/2022

Remit payments to:

Victor Insurance Managers Inc.  
14288 Collections Center Drive  
Chicago, IL 60693



# Verification Certificate

This is to certify that Bond No. \_\_\_\_\_ issued by the member company of The Hartford  
 subscribing this certificate, dated December 17, 2022  
 in the amount of Fifty Thousand Dollars  
 \$50,000.00  
 on behalf of Cathy Sunday \_\_\_\_\_, as Principal,  
 and in favor of Harris Co. ESD #1 \_\_\_\_\_, as Obligee,  
 covers an indefinite term which began on December 17, 2022 \_\_\_\_\_, and ends with the cancellation of  
 said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

**ANNIVERSARY PREMIUM PERIOD:** December 17, 2022 - December 17, 2025

Signed, Sealed, and Dated September 18, 2022

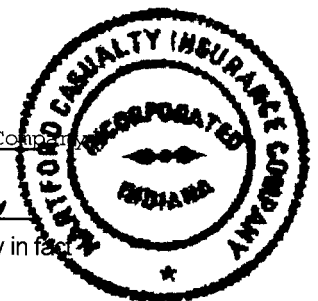
Attest or Witness

*Shelby Wiggins*

Surety

Hartford Casualty Insurance Company

By: *Joelle LaPierre*  
 Joelle L LaPierre, Attorney in fact



# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** VICTOR INSURANCE MANAGERS INC  
**Agency Code:** 61-611070

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Joelle L LaPierre of Lake Mary, Florida, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 61BSEGG6273

Naming Cathy Sunday as Principal, and Harris Co. ESD #1 as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 18, 2022.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



## Claims Inquiries Notice

Hartford Fire Insurance Company  
Hartford Casualty Insurance Company  
Hartford Accident and Indemnity Company  
Hartford Underwriters Insurance Company

Twin City Insurance Company  
Hartford Insurance Company of Illinois  
Hartford Insurance Company of the Midwest  
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number: : 888-266-3488  
Fax – Claims : 860-757-5835 or 860-221-3965  
E-mail : [bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

Mailing Address : Hartford Insurance  
One Hartford Plaza T 14  
Hartford, CT 06155



## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **The Hartford**

To get information or file a complaint with your insurance company or HMO:

**Call: Consumer Affairs at 1-800- 451-6944**

**Toll-free: 1-800-451-6944**

Email: [bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

Mail: The Hartford Financial Services

One Hartford Plaza, T-14

Hartford, CT 06155

Attn: Bond Claims Department

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



VICTOR INSURANCE MANAGERS INC.

**BILLING NOTICE**

Harris Co. ESD #1  
2800 Aldine Bender  
Houston, TX 77032

RE: Harris Co. ESD #1  
1352549 - 035174

Policy Type:	BOND
Policy Number:	61BSBGQ6271
Policy Term:	12/17/2022 through 12/17/2025

Notes: Shirley Reed

<b>Premium</b>	<b>Amount</b>
Gross Premium	\$520.00
Net Premium	\$520.00
Amount DUE	\$520.00

**PREMIUM DUE DATE:** 12/17/2022

Remit payments to:

Victor Insurance Managers Inc.  
14288 Collections Center Drive  
Chicago, IL 60693



# Verification Certificate

This is to certify that Bond No. \_\_\_\_\_  
subscribing this certificate, dated \_\_\_\_\_  
in the amount of \_\_\_\_\_

issued by the member company of The Hartford

on behalf of \_\_\_\_\_, as Principal,  
and in favor of \_\_\_\_\_, as Obligee,  
covers an indefinite term which began on \_\_\_\_\_, and ends with the cancellation of  
said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

**ANNIVERSARY PREMIUM PERIOD:**

**Signed, Sealed, and Dated**

Attest or Witness

*Shelby Wiggins*

Surety

By: \_\_\_\_\_

*Joelle Durr*

, Attorney in fact



# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
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Agency Name: VICTOR INSURANCE MANAGERS INC  
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- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
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- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Joelle L LaPierre of Lake Mary, Florida, its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:  
 Bond No. 61BSBGQ6273  
 Naming Cathy Sunday as Principal, and Harris Co. ESD #1 as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }  
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 18, 2022.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



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Hartford Accident and Indemnity Company  
Hartford Underwriters Insurance Company

Twin City Insurance Company  
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Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

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E-mail : [bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

Mailing Address : Hartford Insurance  
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Hartford, CT 06155

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**Toll-free: 1-800-451-6944**

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Hartford, CT 06155

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File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



VICTOR INSURANCE MANAGERS INC.

RE: Engagement Letter and Confirmation to Seek Insurance Proposal(s)

We would like to thank you for your interest in our services to meet your company's insurance needs. We greatly appreciate your business and the opportunity to serve you.

By this Engagement Letter, you are authorizing Victor Insurance to seek proposals for the following lines of coverage from the following insurers:

Line of Coverage	Insurance Company
Bond	Hartford Casualty Ins. Co.

For each line of coverage above, the insurance company and the intermediary (if applicable) have been named above. Intermediaries would be used because of their beneficial access to the desired insurance company.

In authorizing us to approach these markets for your insurance needs, you have further directed Victor Insurance to disclose the following information as part of our negotiating process:

- a. Disclose the names of the incumbent insurer and other prospective insurers to prospective insurer(s);
- b. Provide a specific price, range of prices or prioritization of terms that you seek in purchasing insurance;
- c. Disclose the structure, language and/or pricing of the expiring policy; and
- d. Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurer(s).

If there are any other insurance companies you would like us to approach, please provide us with their names. If we do not hear otherwise, we will approach only the insurance companies listed above.

You understand and agree that in connection with performing the work relating to this Engagement Letter, Victor's aggregate liability to you arising out of or relating in any way to the services we will provide you pursuant to this authorization will not exceed one million dollars (\$1,000,000). This Engagement Letter will be governed by the laws of the State without regard to choice of law principles, and this paragraph applies to the fullest extent permitted by applicable law and to all causes of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

If you wish to discuss any of your commercial insurance coverage(s), please feel free to contact our office at (800) 284-4747.

Thank you very much for the opportunity to be of service.

Sincerely,

Jessica Mendez  
Account Executive, Assistant Vice President

\*Victor Insurance Managers Inc. (fka Victor O. Schinnerer & Company, Inc.) recently filed in all U.S. jurisdictions to re-brand and change its name. This name change has become effective in almost all states while still pending in several states, which we expect will complete their approval processes shortly. In CA, dba Victor Insurance Services | CA Ins. Lic. # 0156109

800-284-4747 • info.us@victorinsurance.com • 3100 Wilcrest Drive, Suite 200, Houston, TX 77042



VICTOR INSURANCE MANAGERS INC.

### **Role and Compensation Disclosure**

Victor Insurance facilitates the placement of insurance coverage on behalf of our clients. Please note we may provide these insurers additional services which may include underwriting, billing and premium collection.

In accordance with industry custom, we are compensated through commissions that are calculated as a percentage of the insurance premiums charged by insurers. We may also receive additional monetary and nonmonetary compensation from insurers, or from other insurance intermediaries, which may be contingent upon volume, profitability, or other factors. This compensation may include payment from insurers for marketing related expenses or investments in technology. Our compensation may vary depending on the type of insurance purchased and the insurer selected. We will provide you additional information about our compensation and information about alternative quotes, upon your request. You may obtain this information by contacting Victor management by email at [PublicEntities.US@victorinsurance.com](mailto:PublicEntities.US@victorinsurance.com).

In this transaction, Victor is acting as an insurance producer for the insurers. In addition, we may utilize an intermediary, managing general agent or wholesaler to gain access to insurers that we do not have direct access to in the insurance marketplace.

Where permitted by law, Victor may also earn and retain interest income on premiums held by Victor on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer.

Marsh & McLennan Companies, Inc. and its subsidiaries, which include Victor Insurance, own equity interest in certain insurers and wholesaler brokers. Information regarding such interests is available at <http://global.marsh.com/about/transparency.php>.

\*Victor Insurance Managers Inc. (fka Victor O. Schinnerer & Company, Inc.) recently filed in all U.S. jurisdictions to re-brand and change its name. This name change has become effective in almost all states while still pending in several states, which we expect will complete their approval processes shortly. In CA, dba Victor Insurance Services | CA Ins. Lic. # 0156109

800-284-4747 • [info.us@victorinsurance.com](mailto:info.us@victorinsurance.com) • 3100 Wilcrest Drive, Suite 200, Houston, TX 77042





## Property & Casualty Summary of Coverages

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**PREPARED FOR:**

**HARRIS COUNTY ESD #1**

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**APPROVED**

Document approved by Harris County ESD-1  
Board of Commissioners

By a Majority Vote

on 12-22-22 (Date)

*Shirley Reed*  
President of ESD-1

*[Signature]*  
Secretary of ESD-1



## **Property & Casualty Summary of Coverages**

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**PREPARED FOR:**

**HARRIS COUNTY ESD #1**

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## FOREWORD

The actual insuring agreements are in the policies, not in this summary of coverages. This summary is not binding on your organization, VFIS or the insurance companies we represent. Actual coverage is provided only by the policy.

This document reflects **renewal** coverage information that is not yet effective as of the document preparation date.

Policies included in this summary:

<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
VFNU-TR-0001761-03	01/01/2023	01/01/2024

## GENERAL INFORMATION

**First Named Insured:** HARRIS COUNTY ESD #1

**Mailing Address:** 2800 ALDINE BENDER ROAD  
HOUSTON, TX 77032

# PROPERTY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

## Schedule of Locations

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
1	1	2800 ALDINE BENDER HOUSTON, TX 77032	OFFICE/MAINT/DISPATCH
2	1	1620 ISOM RD HOUSTON, TX 77032	WATER WELL WITH SHED
2	2	1620 ISOM RD HOUSTON, TX 77032	AMBULANCE/RESCUE BUILDING
3	1	6310 ALDINE BENDER HUMBLE, TX 77396	AMBULANCE/RESCUE BUILDING
3	2	6310 ALDINE BENDER HUMBLE, TX 77396	TOWER/ANTENNA
4	1	7710 FALLBROOK HOUSTON, TX 77086	AMBULANCE/RESCUE BUILDING
5	1	10512 AIRLINE DR HOUSTON, TX 77037	AMBULANCE/RESCUE BUILDING
6	1	15600 WOODLAND HILLS DR HOUSTON, TX 77032	AMBULANCE/RESCUE BUILDING

## Schedule of Limits & Deductibles

Property Deductible: \$5,000

For the Earthquake, Flood, and Named Storms deductibles listed below, if a deductible percentage is listed, that percentage applies to the sum of the Building and Contents limits.

<u>Premises/ Item</u>	<u>Building Limit</u>	<u>Building Valuation</u>	<u>Contents Limit</u>	<u>Contents Valuation</u>	<u>Earthquake Deductible</u>	<u>Flood Deductible</u>	<u>Named Storms Deductible</u>
1 / 1	\$9,579,983	GRC	Not Covered	N/A	5%	\$1,000	N/A
2 / 1	\$13,160	RC	Not Covered	N/A	5%	\$1,000	N/A
2 / 2	\$2,568,177	GRC	Not Covered	N/A	5%	\$1,000	N/A
3 / 1	\$3,937,024	GRC	Not Covered	N/A	5%	\$1,000	N/A
3 / 2	\$224,973	GRC	Not Covered	N/A	5%	\$1,000	N/A
4 / 1	\$348,723	GRC	Not Covered	N/A	5%	\$1,000	N/A
5 / 1	\$973,789	GRC	Not Covered	N/A	5%	\$1,000	N/A
6 / 1	\$2,704,000	GRC	Not Covered	N/A	5%	\$1,000	N/A

# PROPERTY

## Valuation Basis

VFIS insures property on a **guaranteed replacement cost (GRC), replacement cost (RC), actual cash value (ACV) or functional replacement cost (FRC)** basis. The previous page shows how your property is currently written.

### Descriptions

**Guaranteed replacement cost** pays to replace your property, without deduction for depreciation, even if the replacement cost is greater than the limit on the policy. Here's an example:

	With GRC	Without GRC
<b>Policy limit:</b>	\$100,000	\$100,000
<b>Actual cost to replace:</b>	\$125,000	\$125,000
<b>Policy pays:</b>	\$125,000	\$100,000
<b>You would have to pay:</b>	\$0	\$25,000

**Replacement cost** pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.

**Actual cash value** pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.

**Functional replacement cost** pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

## Property Coverage Extensions

The VFIS policy includes many provisions that provide you additional coverages, including those listed below. The limits listed for the extension apply in addition to the limits already specified in the document. The Property deductible applies to all Property Coverage Extensions except as noted.

<b>Loss of Income</b>	Actual Loss Sustained
<b>Extra Expense</b>	Actual Expense Incurred
<b>Ordinance Coverage</b>	Applies to buildings insured on a Replacement Cost or Guaranteed Replacement Cost basis.
<b>Earthquake</b>	Applies to buildings and contents. Deductible of 5% of the combined building and contents amounts for each damaged structure.
<b>Flood</b>	Applies to buildings and contents. Deductible of \$1,000 applies per premises.
<b>Crisis Incident Response Coverage</b>	\$25,000 limit any one crisis incident
<b>Money &amp; Securities</b>	Included / \$30,000 Limit
<b>Trees, Shrubs, Plants &amp; Lawns</b>	Full Replacement Cost
<b>Sirens &amp; Antennas</b>	Included in Building Amount
<b>Commandeered Property of Others</b>	Full Replacement Cost / Loss of Use
<b>Computer Software</b>	Included / \$250,000 Limit / Computer Virus
<b>Valuable Papers &amp; Records</b>	Actual Incurred Cost
<b>Accounts Receivable</b>	Actual Incurred Cost
<b>Recharge Costs</b>	Incurred Recharge Cost / No Deductible
<b>Deductible Waiver</b>	Included

## CRIME

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

VFIS offers a broad range of fidelity coverages which are customized to meet the needs of emergency service organizations including the following.

- **Employee Dishonesty** provides reimbursement for the loss of your organization's money or other property resulting from dishonest acts of your volunteers or employees.
- **Computer and Funds Transfer Fraud** will pay for loss the insured sustains arising directly out of the loss of or damage to money, securities, and property other than money and securities. This loss must result directly from the use of any computer to fraudulently cause transfer of that property from inside the premises or banking premises to a person outside those premises, or to a place outside those premises.
- **Fraudulent Impersonation** will pay for loss the insured sustains arising directly from having, in good faith, transferred money, securities or other properties in reliance upon a transfer instruction purportedly issued by an employee, customer or vendor, but which proves to have been fraudulently issued by an imposter.
- **Identity Fraud Expense** is the compensation of expense sustained that was incurred by the insured or any employee as a result directly from identity fraud.

Your selections are indicated below.

**Covered Entity**

HARRIS COUNTY ESD #1

<b><u>Public Employee Dishonesty – Blanket Per Employee</u></b>		<b><u>Limit</u></b> \$100,000	<b><u>Deductible</u></b> None	<b><u>Faithful Performance</u></b> Yes
<b><u>Public Employee Dishonesty – Position Schedule</u></b>	<b><u>Number in Position</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>	<b><u>Faithful Performance</u></b>
TREASURER	1	\$100,000	None	Yes
<b><u>Forgery or Alteration</u></b>		<b><u>Limit</u></b> \$100,000	<b><u>Deductible</u></b> None	
<b><u>Computer and Funds Transfer Fraud</u></b>		<b><u>Limit</u></b> \$100,000	<b><u>Deductible</u></b> None	
<b><u>Fraudulent Impersonation</u></b>		<b><u>Limit</u></b> \$100,000	<b><u>Deductible</u></b> None	
<b><u>Identity Fraud Expense</u></b>		<b><u>Limit</u></b> \$25,000	<b><u>Deductible</u></b> None	

## AUTO

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	8,9	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments		Not Included
Uninsured Motorists		Not Included
Underinsured Motorists Insurance		Not Included
Physical Damage Comprehensive		Not Included
Physical Damage Collision		Not Included

### Liability Coverage Extensions

<b>Hired and Borrowed Vehicles</b>	Included (Excess)
<b>Commandeered Automobile</b>	Included (Primary)
<b>Volunteers/Employees as insureds under Non-Owned Automobiles</b>	Included (Excess)
<b>Garage Liability</b>	Not Included
<b>Fellow Member Liability</b>	Included



## GENERAL LIABILITY / PROFESSIONAL HEALTH CARE LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident.....	\$1,000,000
Personal and Advertising Injury (each offense).....	\$1,000,000
Fire Damage Legal Liability (any one fire).....	\$1,000,000
Medical Expense (each person).....	\$10,000
General Aggregate (the total payable in any policy term).....	\$10,000,000
Products / Completed Operations Aggregate (the total payable in any policy term).....	\$10,000,000

**Optional Coverages (apply only if checked)**

- Employer's (Stop Gap) Liability
- Owned Watercraft Liability (boats exceeding 100 horsepower)
- Pollution Liability – Above Ground Storage Tanks

### Coverage Extensions

<b>Volunteers and Employees as Insureds</b>	Included
<b>Blanket Additional Insureds</b>	Included
<b>Fellow Member Liability</b>	Included
<b>"Good Samaritan" Liability</b>	Included
<b>Intentional Acts</b>	Included
<b>Pollution Liability</b>	Included
<b>Liquor Liability</b>	Included
<b>Contractual Liability</b>	Included
<b>Owned Watercraft Liability (up to 100 hp)</b>	Included
<b>Non-Owned Watercraft Liability</b>	Included
<b>Owned Personal Watercraft (jet skis and waverunners)</b>	Included
<b>Expanded Aggregate Limit</b>	Per Named Insured (unless you have selected a \$10,000,000 aggregate limit) and Per Location

## MANAGEMENT LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

	<u>Limits</u>
Each Offense or Wrongful Act.....	\$1,000,000
Aggregate (the total payable in any policy term).....	\$10,000,000
Defense Expense for Injunctive Relief.....	\$50,000

<input checked="" type="radio"/> "Claims made" basis	<input type="radio"/> "Occurrence" basis
--	--

Management Liability coverage protects you against claims for monetary damages arising out of:

- **Employment-related practices**, such as wrongful termination, failure to promote or sexual harassment,
- Errors in the **administration of employee benefit plans**, such as Accident and Sickness coverage, Group Life or Workers' Compensation, and
- Other wrongful acts.

### Coverage Extensions

<b>Outside Directorship Liability</b>	Included
<b>Blanket Additional Insureds</b>	Included
<b>Expanded Aggregate Limit</b>	Per Named Insured <small>(unless you have selected a \$10,000,000 aggregate limit)</small>
<b>Fair Labor Standards Act Suit Defense Coverage</b>	\$100,000 for each claim limit
<b>Unintentional Release Of HIPAA Information</b>	\$100,000 limit

### Cyber Liability and Privacy Crisis Management Expense

- **Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- **Privacy Crisis Management Expense** reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.
- **Cyber Extortion Expense** reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

#### Cyber Liability

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	None	

#### Privacy Crisis Management Expense

Each Event Limit:	\$50,000	Each Privacy Event
Retroactive Date:	None	
Deductible:	\$0	Each Privacy Event

**Cyber Extortion Expense**

Each Event Limit:	\$20,000	Each Cyber Extortion Threat
Deductible:	\$0	Each Cyber Extortion Threat

**Privacy Crisis Management Expense  
and Cyber Extortion Expense**

Aggregate Limit:	\$50,000	Aggregate
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## EXCESS LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Excess Liability coverage protects you with the following:

1. It provides excess coverage over your primary liability insurance stated on a schedule of underlying insurance.
2. It will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

### Limits

Each Occurrence.....	\$2,000,000
Annual Aggregate.....	\$4,000,000
Self-Insured Retention .....	None

## Coverage Highlights

<b>Liquor Liability</b>	Follows Form with Underlying
<b>Pollution Liability</b>	Follows Form with Underlying
<b>Management Liability</b>	Follows Form with Underlying
<b>Employer’s Liability</b>	Included (Excess)
<b>Unlimited Defense Costs</b>	Included
<b>Expanded Aggregate Limit</b>	Per Location
<b>Unmanned Aircraft (Drones)</b>	Included subject to \$1,000,000 sublimit

### PREMIUM SUMMARY

	<u>Premium</u>
Property.....	\$69,869
Crime.....	\$448
Portable Equipment.....	\$0
Auto.....	\$250
General Liability.....	\$1,091
Management Liability.....	\$365
Excess Liability.....	\$1,250
<b>Total Estimated Annual Premium.....</b>	<b>\$73,273</b>

*A "zero" premium indicates no existing coverage for that particular line of business.*

# ***Portfolio of Coverage***

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## ***Epecially Designed For:***

HARRIS COUNTY ESD #1  
2800 ALDINE BENDER ROAD  
HOUSTON, TX 77032-0000



*Underwritten by*  
**National Union Fire Insurance Company of Pittsburgh, PA.**



**National Union Fire Insurance Company of Pittsburgh, PA.**

## **RISK CONTROL POLICYHOLDER NOTICE**

Dear VFIS Client,

Safety and health is a major concern in emergency service organizations today. These issues are important because of the major impact that accidents can have on an organization. Morale can often be affected as well as an organization's finances. Insurance rarely covers all the expenses associated with accidents. There are often hidden costs that the organization must bear such as time spent reporting, documenting and investigating the accident, time spent training the replacement staff and time to replace the vehicles and equipment.

### **Risk Control Guidelines Provided by VFIS**

As a valuable service to you, VFIS provides risk control guidelines and programs to your organization in an effort to help you prevent and/or reduce the impact of accidents. Implementing VFIS risk control measures could benefit your organization by reducing or eliminating the hidden costs of accidents while helping your organization to continue to serve your community.

VFIS provides a number of programs and services to help you in your risk control effort. While most of these services are available to our clients at no additional cost, some may require a fee based on the scope of the service requested. Some of the services and programs that we provide to our clients include:

- On-site risk control consultations
- Recommendations to control identifiable hazards
- Loss experience analysis
- Consultation on specific risk control-related problems
- Sample standard operating guidelines for vehicle operations
- Accident investigation procedures and forms
- Health and Safety Audit of NFPA 1500

### **Risk Control Publications**

VFIS has many resources that you can access at no charge on our Web site. These include Communiqués, which are a one-page fact sheet, that presents a specific hazard and provides procedures for controlling the hazard. VFIS also provides numerous training programs that you can access through the Client Education and Training Resource Catalog. Please visit [www.vfis.com](http://www.vfis.com) to view and order these resources.

### **Inquire About Our Risk Control Services**

If you would like information about some of the above services and publications, please call VFIS Risk Control at (800) 233-1957.

**National Union Fire Insurance Company of Pittsburgh, Pa.**

(a capital stock company)

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000

Administered by:

VFIS | 183 Leader Heights Road | York, PA 17402  
800.233.1957 | vfis.com



**COMMON POLICY DECLARATIONS**

Named Insured and Mailing Address:

HARRIS COUNTY ESD #1  
2800 ALDINE BENDER ROAD  
HOUSTON, TX 77032-0000

Policy Number:

VFNU-TR-0001761-03/000

Policy Period: From 01-01-2023

To 01-01-2024

12:01 AM Standard Time at your mailing address shown above.

Type of Entity: CORPORATION

Business Description: EMERGENCY SERVICE ORGANIZATION

This policy consists of the following coverage parts:

Premium

<b>Property</b>	\$69,869.00
<b>Crime</b>	\$448.00
<b>Portable Equipment</b>	Not Covered
<b>Auto</b>	\$250.00
<b>General Liability</b>	\$1,091.00
<b>Management Liability</b>	\$365.00
<b>Excess Liability</b>	\$1,250.00

Taxes / Fees / Surcharges: \_\_\_\_\_

Estimated Total Premium: \$73,273.00

The policy premium is payable on the dates and in the amounts shown below:  
See Installment Schedule.



Named Insured:  
HARRIS COUNTY ESD #1

Policy Number:  
VFNU-TR-0001761-03/000

Policy Period: From 01-01-2023  
To 01-01-2024

**COMMON FORMS**

See Schedule of Forms and Endorsements.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. The policy consists of the coverage parts where a premium is shown on page 1 of these Common Policy Declarations. In addition to any common forms, each coverage part consists of a Coverage Part Declarations and any coverage forms and endorsements listed on the Coverage Part Declarations or elsewhere in the policy.



Authorized representative (countersignature, where required)

12-05-2022

Date

The Company has caused this policy to be signed by its President and Secretary



President



Secretary

**Policy Number**  
**VFNU-TR-0001761-03/000**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Named Insured**    HARRIS COUNTY ESD #1

**Effective Date:**    01-01-23  
12:01 A.M., Standard Time

**Agency Name**    VFIS

COMMON POLICY FORMS AND ENDORSEMENTS

89644	06-13	ECONOMIC SANCTIONS ENDORSEMENT
VCO300	01-20	COMMON POLICY CONDITIONS
CG 21 70	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TER
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 09 52	01-15	CAP ON LOSSES FROM CERT ACTS/TERRORISM
VCOTX1	01-20	TX CHANGES - CANCELLATION AND NONRENEWAL
VCOTX3	01-20	TX CHANGES-CANCELLATION AND NONRENEWAL

PROPERTY FORMS AND ENDORSEMENTS

VPR101	01-20	ESO PROPERTY COVERAGE FORM
VPR319	01-20	CRISIS INCIDENT RESPONSE COVERAGE
VPR322	01-20	AMENDATORY ENDORSEMENT
VPRTX1	01-20	TEXAS CHANGES

CRIME FORMS AND ENDORSEMENTS

VCR104	01-20	PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM
VCR106	01-20	PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM
VCR108	01-20	FORGERY AND ALTERATION COVERAGE FORM
VCR300	01-20	CRIME GENERAL PROVISIONS
VCRTX1	01-20	TEXAS CHANGES
VCR109	01-20	ADDITIONAL COVERAGES COMPUTER AND FUNDS
VCR110	01-20	IDENTITY FRAUD EXPENSE COVERAGE FORM
VCR301	01-20	FAITHFUL PERFORMANCE OF DUTY

AUTOMOBILE FORMS AND ENDORSEMENTS

AU1003	01-20	AUTO LIABILITY EXTENSION ENDORSEMENT
AU1005	01-20	WAIVER OF GOVERNMENTAL OR CHARITABLE IMM
AU1006	01-20	CARE, CUSTODY OR CONTROL EXCLUSION ENDOR
AU1007	01-20	COMMANDEERED AUTO DEFINITION ENDORSEMENT
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 01 96	10-13	TEXAS CHANGES
AU1019	01-20	AMENDMENT - BODILY INJURY TO VOLUNTEERS
CA 20 18	10-13	PROFESSIONAL SERVICES NOT COVERED
CA 99 48	10-13	POLLUTION LIAB BROAD COV FOR COV AUTO

GENERAL LIABILITY FORMS AND ENDORSEMENTS

VGL101	01-20	EMERGENCY SERVICE ORGANIZATION GENERAL L
VGL212	01-20	EXCLUSION ELECTRONIC INFORMATION SECURIT
VGL312	01-20	AMENDMENT - LIMITS OF INSURANCE
VGL320	01-20	UNMANNED AIRCRAFT COVERAGE
VGLTX1	01-20	TEXAS CHANGES
VGLTX2	01-20	AMENDMENT OF EMPLOYER'S LIABILITY EXCL

MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS

VML101	01-20	EMERGENCY SERVICE ORGANIZATION MANAGEMEN
VML304	01-20	AMENDMENT - LIMITS OF INSURANCE
VML306	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG
VML309	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG

**Policy Number**  
**VFNU-TR-0001761-03/000**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Named Insured**    HARRIS COUNTY ESD #1

**Effective Date:**    01-01-23  
12:01 A.M., Standard Time

**Agency Name**    VFIS

VML310                    01-20    AMENDATORY ENDORSEMENT MANAGEMENT LIAB  
VMLTX1                    01-20    TEXAS CHANGES

EXCESS POLICY FORMS AND ENDORSEMENTS

CX0001                    04-13    COMMERCIAL EXCESS LIABILITY COVRG FORM  
CX0213                    11-13    TX CHANGES - CANCELLATION AND NONRENEWAL  
CX2101                    09-08    NUCLEAR ENERGY LIABILITY EXCLUSION ENDO  
CX2113                    04-13    EXCLUSION - FUNGI OR BACTERIA  
CX2130                    01-15    CAP ON LOSSES FROM CERTFD ACTS OF TERROR  
CX2700                    12-19    UNDERLYING CLAIMS-MADE COVERAGE  
CXE0112                    01-20    PER LOCATION AGGREGATE LIMIT OF INSURANC  
CXE0172                    01-20    FIREWORKS OR PYROTECHNICS EXCLUSION  
CXE0279                    01-20    SUBLIMITED COVERAGES ENDORSEMENT  
CXE0286                    01-20    ERISA EXCLUSION  
CXE0328                    01-20    PRODUCTS-COMPLETED OPERATIONS AGGREGATE  
CXEG0287                    01-20    EMERGENCY SERVICE ORGANIZATION AMENDATOR  
CXEG0329                    01-20    UNMANNED AIRCRAFT LIABILITY COVERAGE SUB

POLICYHOLDER NOTICES

118477                    03-15    POLICYHOLDER NOTICE - TAXES, ASSESSMENTS  
91222                    09-16    POLICYHOLDER NOTICE  
AGLC105774                    01-22    AIG PRIVACY NOTICE

**Policy Number**  
**VFNU-TR-0001761-03/000**

**INSTALLMENT SCHEDULE**

Named Insured HARRIS COUNTY ESD #1

Effective Date: 01-01-23  
12:01 A.M., Standard Time

Agency Name VFIS

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS  
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

	<b>DUE</b>	<b>PREMIUM</b>	<b>SURCHARGE</b>	<b>REVISED INSTALLMENT TOTAL</b>
<b>DEPOSIT</b>	01/01/2023	\$ 73,273.00		\$ 73,273.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. forms a part of

policy No. VFNU-TR-0001761-03/000

issued to HARRIS COUNTY ESD #1

By AMERICAN INTERNATIONAL GROUP, INC

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

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

ALL COVERAGE PARTS

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

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AUTHORIZED REPRESENTATIVE

# 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 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.
7. If this Condition conflicts with your state's requirements regarding cancellation or non-renewal, the provisions of any state-specific form attached to this policy will supersede this Condition to the extent of such conflict.

## 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 on our behalf.
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. Liberalization**

If we revise any coverage included in this policy, and if such revision does not require a premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

#### **F. 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.

#### **G. Titles**

Throughout this policy, titles are intended for ease of reference only. They do not extend or restrict any coverage beyond what is specifically stated in the policy had no titles been used.

#### **H. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent.

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE PART  
HOSPICE AND HOME HEALTH CARE NOT FOR PROFIT ORGANIZATION DIRECTORS AND OFFICERS  
LIABILITY POLICY  
LIABILITY COVERAGE PART  
MANAGEMENT LIABILITY COVERAGE PART  
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART  
EDUCATORS LEGAL LIABILITY COVERAGE PART  
HEALTHCARE PROFESSIONAL LIABILITY AND HEALTHCARE GENERAL LIABILITY  
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART  
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



**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";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "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;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY  
 INLAND MARINE COVERAGE PART  
 PROPERTY COVERAGE PART  
 PORTABLE EQUIPMENT COVERAGE PART

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

## **TEXAS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART  
GENERAL LIABILITY COVERAGE PART  
INLAND MARINE COVERAGE PART  
MANAGEMENT LIABILITY COVERAGE PART  
PORTABLE EQUIPMENT COVERAGE PART  
PROPERTY COVERAGE PART

**A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

**2.** We may cancel this policy:

- a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
  - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
  - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
    - (a) Fraud in obtaining coverage;
    - (b) Failure to pay premiums when due;
    - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
    - (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
    - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
  - (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
  - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
    - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
    - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
    - (c) If the Named Insured submits a fraudulent claim; or
    - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

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

**NONRENEWAL**

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

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

**TEXAS CHANGES –  
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**A.** Paragraphs **2.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

**2.** We may cancel this policy:

- a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
  - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
  - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
    - (a) Fraud in obtaining coverage;
    - (b) Failure to pay premiums when due;
    - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
    - (d) Loss of reinsurance covering all or part of the risk covered by the policy; or
    - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
  - (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
  - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
    - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
    - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
    - (c) If the Named Insured submits a fraudulent claim; or
    - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

**5.** If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added:

**NONRENEWAL**

1. We may elect to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**PROPERTY COVERAGE PART DECLARATIONS**

**Property Schedule Summary**

Premises Number	Item Number	Address	Occupancy	Real Property Limit	Personal Property Limit
1	1	2800 ALDINE BENDER, HOUSTON, TX 77032	OFFICE/MAINT/DISPATC H	\$9,579,983	Not Covered
2	1	1620 ISOM RD, HOUSTON, TX 77032	WATER WELL WITH SHED	\$ 13,160	Not Covered
2	2	1620 ISOM RD, HOUSTON, TX 77037	AMBULANCE/RESCUE BUILDING	\$2,568,177	Not Covered
3	1	6310 ALDINE BENDER, HUMBLE, TX 77396	AMBULANCE/RESCUE BUILDING	\$3,937,024	Not Covered
3	2	6310 ALDINE BENDER, HUMBLE, TX 77396	TOWER/ANTENNA	\$ 224,973	Not Covered
4	1	7710 FALLBROOK, HOUSTON, TX 77086	AMBULANCE/RESCUE BUILDING	\$ 348,723	Not Covered
5	1	10512 AIRLINE DR, HOUSTON, TX 77037	AMBULANCE/RESCUE BUILDING	\$ 973,789	Not Covered
6	1	15600 WOODLAND HILLS DR, HOUSTON, TX 77032	AMBULANCE/RESCUE BUILDING	\$2,704,000	Not Covered

Estimated Coverage Part Premium: \$ 69,869.00

Taxes, Fees and Surcharges:

Total Premium: \$ 69,869.00



Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 1      Item #: 1

Address:  
2800 ALDINE BENDER  
HOUSTON, TX 77032

Occupancy:  
OFFICE/MAINT/DISPATCH

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$9,579,983	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	478,999	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 2      Item #: 1

Address:  
1620 ISOM RD  
HOUSTON, TX 77032

Occupancy:  
WATER WELL WITH SHED

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$ 13,160	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	RC Replacement Cost	80%
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	658	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 2      Item #: 2

Address:  
1620 ISOM RD  
HOUSTON, TX 77037

Occupancy:  
AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$2,568,177	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	128,409	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 3      Item #: 1

Address:  
6310 ALDINE BENDER  
HUMBLE, TX 77396

Occupancy:  
AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$3,937,024	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	196,851	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 3      Item #: 2

Address:  
6310 ALDINE BENDER  
HUMBLE, TX 77396

Occupancy:  
TOWER/ANTENNA

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$ 224,973	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	11,249	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 4      Item #: 1

Address:  
7710 FALLBROOK  
HOUSTON, TX 77086

Occupancy:  
AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$ 348,723	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	17,436	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 5      Item #: 1

Address:  
10512 AIRLINE DR  
HOUSTON, TX 77037

Occupancy:  
AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$ 973,789	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	48,689	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Schedule of Property Coverage

Premises #: 6      Item #: 1

Address:  
15600 WOODLAND HILLS DR  
HOUSTON, TX 77032

Occupancy:  
AMBULANCE/RESCUE BUILDING

<u>Coverages</u>	<u>Limit of Insurance</u>	<u>Inflation Guard</u>
A. Real Property	\$2,704,000	4%
B. Personal Property	Not Covered	
C. Loss of Income	24 Months Actual Loss Sustained	
D. Extra Expense	24 Months Actual Loss Sustained	
Mine Subsidence	Not Covered	

<u>Coverage Details</u>	<u>Valuation Method</u>	<u>Coinsurance</u>
Real Property	GRC Guaranteed Replacement Cost	N/A
Personal Property		

<u>Deductible Details</u>		
Policy Deductible	5,000	Per Occurrence
Earthquake Deductible	135,200	Per Item
Flood Deductible	1,000	Per Premises
Mine Subsidence Deductible		Per Premises



Named Insured:  
HARRIS COUNTY ESD #1

Policy Number:  
VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## PROPERTY COVERAGE PART DECLARATIONS

### Blanket Summary

The following limit applies to all coverages denoted above as "See Blanket Summary".

Coverage	Limit of Insurance
Personal Property	None

### Money and Securities

Coverage	Limit of Insurance
Money and Securities	\$ 30,000

### Software

Coverage	Limit of Insurance
Software	\$ 250,000

### Property Forms

See Schedule of Forms and Endorsements.

# EMERGENCY SERVICE ORGANIZATION PROPERTY COVERAGE FORM

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

Throughout this coverage part 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 VI. DEFINITIONS.**

## SECTION I. COVERAGES

### Coverage A. Real Property

We will pay for direct physical loss or damage to "real property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

### Coverage B. Personal Property

We will pay for direct physical loss or damage to "personal property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

### Coverage C. Loss of Income

We will pay for the actual "loss of income" you sustain during the "period of restoration", if your "operations" are interrupted as a result of direct physical loss or damage to "real property" or "personal property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

### Coverage D. Extra Expense

We will pay the necessary "extra expense" you incur during the "period of restoration", if your "operations" are interrupted as a result of direct physical loss or damage to "real property" or "personal property" at a "premises" caused by or resulting from any "covered cause of loss". The most we will pay is described under **SECTION IV. WHAT WE WILL PAY.**

## SECTION II. COVERAGE EXTENSIONS

This section adds to or extends the coverage under **SECTION I. COVERAGES**. Each separately numbered provision is referred to as an extension. Except to the extent specifically stated otherwise in an extension:

1. Each extension is limited to direct physical loss or damage caused by or resulting from any "covered cause of loss";
2. The limits in each extension are in addition to the limits applicable to **SECTION I. COVERAGES**; and
3. All other applicable terms and conditions of this coverage form apply to each extension.

### 1. Ordinance Coverage

When either "replacement cost" or guaranteed "replacement cost" is indicated in the Declarations as applicable to Coverage A, we will pay:

- a. For loss to any undamaged portion of your "real property" caused by the enforcement of any law or ordinance that:
  - (1) Requires the demolition of parts of your "real property" not damaged by a "covered cause of loss";
  - (2) Regulates the construction or repair of buildings or establishes zoning or land use requirements at a "premises"; and
  - (3) Is in force at the time of loss.
- b. The cost to demolish and clear the site of the undamaged part of the property caused by enforcement of a building, zoning or land use ordinance or law; and
- c. The increased cost to repair, rebuild or construct the "real property" caused by the enforcement of a building, zoning or land use ordinance or law, in addition to the "replacement cost" of the "real property" suffering the loss or damage.

The total paid for any "item" under paragraph a. above shall be included within the Coverage A Limit of Insurance applicable to that "item" and shall not increase that limit. The most we will pay under paragraphs b. and c. above shall not exceed 100% of the amount paid under this coverage part for the initial direct physical loss or damage to that "item".

Under this extension, we will not pay any costs:

- (a) Due to an ordinance or law that was in effect before the loss or damage occurred, and with which you failed to comply even though you were required to do so;
- (b) Associated with "remediation expenses"; or
- (c) Due to "fungus", wet rot, dry rot or bacteria.

### 2. Debris Removal Expenses

We will pay your debris removal expenses if they are reported to us within 180 days after the date of direct physical loss or damage. Debris removal expense means expense you incur in removing debris of covered "real property" or covered "personal property" from a "premises" after direct physical loss or damage caused by or resulting from any "covered cause of loss". Debris removal

expense does not include "remediation expenses" or any expense related to the removal of "fungus", wet rot, dry rot, bacteria or asbestos.

### **3. Supplementary Provisions for Coverage C. Loss of Income and Coverage D. Extra Expense**

- a. Coverages C and D will apply if you have direct physical loss or damage covered under Coverage A or B to new buildings, additions or alterations to existing buildings, or associated equipment and supplies at a "premises". If a direct physical loss or damage delays the start of your "operations" at the new building, addition, or alteration, Coverages C and D will be determined from the date your "operations" would have begun if the direct physical loss or damage had not occurred.
- b. Coverages C and D will apply if your fund-raising activities are interrupted as a result of direct physical loss or damage to "real property" or "personal property" not owned by you from a "covered cause of loss" at any site used for your fund-raising activities.
- c. If property not at a "premises" is damaged by a "covered cause of loss", and as a result, a government agency prohibits you from using a "premises", Coverages C and D will apply for up to two weeks from the date that the loss occurred.
- d. The following will be disregarded in determining the amount of "loss of income":
  - (1) Donations and contributions which are a direct result of the interruption of your "operations" and are received by you during the period of interruption; and
  - (2) Proceeds from fund-raising drives or solicitations which are for your sole benefit and occur as a result of the interruption of your "operations".
- e. If a regularly scheduled fund-raising drive for your sole benefit occurs during the period of interruption, the revenue produced by such drive will not be considered as income unless the results of the drive fail, because of the interruption of your "operations", to produce an amount at least equal to the same drive in prior solicitations. If the regularly scheduled fund-raising drive is canceled or postponed, such loss of revenue will not be considered as a "loss of income".
- f. If Coverage C or D applies, we will extend Coverage C or D up to 30 consecutive days after the damaged property is repaired or replaced or to the date you could restore your "operations", with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred, whichever comes first.

### **4. Preservation of Property**

If it is necessary to move "real property" or "personal property" from a "premises" to preserve it from direct physical loss or damage by a "covered cause of loss", we will pay for any direct physical loss or damage to that property:

- a. While it is being moved or while temporarily stored at another location; and
- b. Only if loss or damage occurs within 90 days after the property is first moved.

## 5. Personal Property Off Your Premises

- a. If there is a direct physical loss or damage to your covered "personal property" while it is away from your "premises", we will pay that covered loss. The most we will pay in any one occurrence is the greater of:
  - (1) The highest Limit of Insurance for Coverage B shown in the Declarations; or
  - (2) \$25,000.
- b. Any amount we pay is included in and is not in addition to the Coverage B limit shown in the Declarations, except to the extent the amount under a.(2) exceeds the Coverage B limit.
- c. This extension does not apply to any portable equipment. Portable equipment means portable firefighting, ambulance, or rescue related equipment, including portable communications equipment, commonly used in fire and rescue operations away from your "premises".

## 6. Newly Acquired or Under Construction Real Property and Related Personal Property

- a. "Real property" you buy, lease, rent, or construct, including temporary structures such as scaffolding, construction forms, falsework, or cribbing at the job site, will be covered under Coverage A as provided in this extension. "Personal property" you acquire in connection with the "real property" described above will be covered under Coverage B as provided in this extension.
- b. Coverage A or B applies only if your newly acquired or under construction "real property" is intended for similar use as an "item" described in the Declarations and you acquired it or began construction of it after this policy period began.
- c. The most we will pay under this extension is:
  - (1) \$2,500,000 in any one occurrence under Coverage A; and
  - (2) \$500,000 in any one occurrence under Coverage B.
- d. In addition to the limit available for "real property" under construction, we will also pay up to \$10,000 for loss or damage to construction materials and equipment that will become a permanent part of the project, while such property is held temporarily away from the construction site, or while in transit or awaiting delivery to the construction site. This property may be your property or, at your option, the property of others for which you are responsible.
- e. You agree to notify us as soon as possible of the value of:
  - (1) Your newly acquired or under construction "real property" and to pay additional premium from the date you acquired or began construction of it; and
  - (2) "Personal property" at the site of newly acquired or under construction "real property" and to pay additional premium from the date you place such "personal property" at the site of newly acquired or under construction "real property".

Coverage provided under this extension will cease at the later of 90 days after you acquire the property or begin construction, or the end of the policy period. However, coverage will cease when this coverage part is cancelled or nonrenewed.

## **7. Trees, Shrubs, Plants and Lawns**

We will pay for direct physical loss or damage to trees, shrubs, plants, and lawns at a "premises" on a replacement cost basis, only if they are damaged or destroyed by fire, lightning, explosion, riot or civil commotion, aircraft, "vehicles", or vandalism and malicious mischief. Replacement of trees, shrubs or plants shall be with trees, shrubs or plants of comparable size and kind, but shall not exceed the cost of replacing them with the largest commonly available transplantable like species of tree, shrub or plant that is usually available or listed in catalogs by nurseries or suppliers for the region in which the covered loss occurred and which can be legally transported on public roads without special permits. The costs of removing the existing tree, shrub or plant and associated cleanup is also included. Diminution of "real property" or "personal property" values resulting from the loss of trees shall not be recoverable as part of the loss settlement.

## **8. Personal Effects**

- a. At your request, we will pay for direct physical loss or damage to "personal effects" caused by or resulting from any "covered cause of loss", provided the "personal effects" are at a "premises".
- b. The most we will pay under this extension in any one occurrence is:
  - (1) The actual "replacement cost" for the "personal effects" of any of your volunteers, "employees", directors, officers, or trustees; or
  - (2) For all other persons, \$1,500 for the "personal effects" of any one person.
- c. This coverage is primary and will apply regardless of any other insurance coverage which may be available to the owner of the "personal effects".
- d. No deductible applies to this extension.

## **9. Pollution Remediation Expenses**

- a. We will pay "remediation expenses" you incur as a result of the actual, alleged, or threatened presence of "pollution conditions" on or from a "premises" described in the policy declarations, but only if the "pollution conditions" result from a "covered cause of loss" occurring during the policy period. However, we will not pay for any expense related to the removal of "fungus", wet rot, dry rot, bacteria or asbestos.
  - (1) You must notify us within 180 days after the date of the "covered cause of loss".
  - (2) The most we will pay under paragraph a. of this extension in any policy period is \$25,000.
- b. We will pay "remediation expenses" you incur as a result of the actual, alleged, or threatened presence of "pollution conditions" on or from a "premises" described in the policy declarations, but only if the "pollution conditions" result from a "specified cause of loss" occurring during the policy period. However, we will not pay for any expense related to the removal of "fungus", wet rot, dry rot, bacteria or asbestos.
  - (1) You must notify us within 180 days after the date of the "specified cause of loss".
  - (2) Subject to paragraph a. (2) the most we will pay under paragraph a. and paragraph b. of this extension in any policy period is \$100,000.

## 10. Sirens and Antennas

Your "real property", "loss of income" and "extra expense" coverages are extended to include sirens, antennas, towers and similar structures and their associated equipment and structures located away from your "premises". However, this extension applies only to sirens, antennas, towers and similar structures associated with a "premises".

## 11. Commandeered Property

a. At your request, we will pay for direct physical loss or damage to commandeered property caused by or resulting from any "covered cause of loss". Commandeered property means the following property belonging to someone else:

- (1) "Real property";
- (2) "Personal property";
- (3) "Watercraft";
- (4) All-terrain vehicles;
- (5) Snowmobiles;
- (6) Golf carts;
- (7) Aircraft or its parts, accessories and equipment; and
- (8) Animals;

that you commandeer, seize, borrow or take over for official use to manage an "emergency situation".

b. Coverage for direct physical loss or damage to commandeered property applies only for the time you officially use the commandeered property to manage an "emergency situation" plus the reasonable time necessary to return the property. This extension will not apply to direct physical loss or damage occurring after the policy period.

c. At your request, if there is direct physical loss or damage to commandeered property during the policy period that is payable under this extension, we will also pay any resulting loss of use of commandeered property arising during:

- (1) The time subsequent to the direct physical loss or damage during which you officially use or retain the commandeered property to manage an "emergency situation" plus the reasonable time necessary to return the property; and
- (2) The time after return of the commandeered property reasonably necessary to repair or replace the commandeered property, not to exceed 180 days.

These times may extend beyond the policy period stated in the Declarations so long as the direct physical loss or damage to the commandeered property occurred during the policy period stated in the Declarations.

d. The most we will pay under this extension in any one occurrence is the "replacement cost" of the commandeered property, plus loss of use covered by this extension.

e. No deductible will apply to commandeered property belonging to a volunteer, "employee", director, officer or trustee.

## 12. Software

- a. We will pay the following when caused by or resulting from any "covered cause of loss", or from a "computer virus", or from mechanical breakdown of "hardware":
  - (1) The cost of restoring, researching, replacing, or reproducing "software" or the media upon which "software" is magnetically or optically recorded;
  - (2) "Loss of income" if your "operations" are interrupted because of loss or damage to "software";
  - (3) "Extra expense" if your "operations" are interrupted because of loss or damage to "software";
  - (4) The following costs incurred because of loss or damage to "software":
    - (a) Expenses you actually incur in recharging an automatic fire suppression system due to an accidental discharge, whether or not the discharge was caused by a "covered cause of loss";
    - (b) Fees payable to professional accountants or auditors;
    - (c) Costs of conducting investigations by consulting engineers or programmers; and
    - (d) Modification of "hardware" or replacement of data in order to achieve compatibility with replacement "hardware" or "software".
- b. To the extent that electronic data is not replaced or restored, we will pay the cost of replacement of the media on which the data was stored or recorded, with blank media of substantially identical type.
- c. Coverage provided under this extension is not restricted to your "premises".
- d. The most we will pay under this extension is \$250,000 in any one occurrence.

## 13. Valuable Papers and Records

- a. We will pay the costs you incur in restoring, researching, replacing, or reproducing your "valuable papers and records" that suffer direct physical loss or damage caused by or resulting from any "covered cause of loss".
- b. We will not pay for:
  - (1) Irreplaceable "valuable papers and records" unless they are specifically described in the Declarations or in an endorsement made a part of this coverage part, and a limit for them is shown there;
  - (2) Any cost that results directly from processing or copying the records;
  - (3) Any cost that results directly from work performed on papers or records, such as filing or binding;
  - (4) Loss or damage to computer-based records arising from loss or damage to "software", or from a "computer virus", or from mechanical breakdown of "hardware"; or
  - (5) Loss or damage to "software".
- c. Coverage provided under this extension is not restricted to your "premises".



## 14. Accounts Receivable

- a. We will pay for "accounts receivable costs" you incur as a result of direct physical loss or damage to your accounts receivable records caused by or resulting from any "covered cause of loss", including those arising from loss or damage to "software", or from a "computer virus", or from mechanical breakdown of "hardware".
- b. We will not pay for:
  - (1) Any loss or cost that results from mistakes made in bookkeeping, accounting, or billing;
  - (2) Any loss or cost if its existence can be shown only by an inventory count or an audit. However, if the existence of a loss can be shown by other means, you may use an inventory count or audit to support your claim for that loss;
  - (3) Any loss or cost resulting from any dishonest act or omission of either you or your volunteers or "employees", or anyone authorized to act for you. But we will cover loss that results if someone falsifies, alters or destroys your accounts receivable records in order to conceal any such action;
  - (4) Any loss arising out of bad debts; or
  - (5) Any loss arising out of aged accounts receivables greater than 180 days.
- c. If you recover any amounts after we have paid you for a loss, you have to turn the recoveries over to us until we have been repaid. If you recover more than the amount we paid you, the excess over our payment is yours. Also, you must help us collect amounts customers owe you, if we request your help.
- d. Coverage provided under this extension is not restricted to your "premises".

## 15. Money and Securities

- a. We will pay for loss of your "money" or your "securities" or of "money" or "securities" of others that you hold in any capacity, or for which you are responsible, resulting from theft, disappearance or destruction, provided the loss occurs:
  - (1) At your "premises";
  - (2) Away from your "premises" (whether inside or outside the "policy territory") while the "money" or "securities" are in the possession of your volunteers or "employees"; or
  - (3) Away from your "premises" while the "money" or "securities" are in the custody of a depository or an armored vehicle company.
- b. We will not pay for any loss of "money" or "securities" arising from:
  - (1) "War";
  - (2) "Nuclear activity";
  - (3) "Government activity";
  - (4) Fraudulent, dishonest or criminal acts committed by a director, officer, trustee, volunteer or "employee" of your organization, whether acting alone or in collusion with others;
  - (5) A sale, exchange, or purchase transaction, including internet transactions; or
  - (6) Accounting, mathematical or record-keeping errors.

- c. The amount we will pay for any loss of "securities" is the market value of the "securities" at the end of the last business day before the loss was discovered. We will not pay for any "loss of income", including interest or dividends, that occurs as a result of a loss we do cover.
- d. The most we will pay for any loss of "money" or "securities" in the custody of a depository or an armored vehicle company is the portion of the loss that exceeds any amount you recover from:
  - (1) The depository or armored vehicle company;
  - (2) Insurance carried by the depository or armored vehicle company; or
  - (3) Insurance carried by any other person or organization for the benefit of users of the depository's or armored vehicle company's services.
- e. The most we will pay under this extension is \$30,000 in any one occurrence.

## 16. Equipment Breakdown

- a. We will pay for loss caused by or resulting from an accident to covered equipment.  
Accident means direct physical loss as follows:
  - (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force, but excluding the mechanical breakdown of "hardware"; and
  - (2) Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or rotating parts of machinery that you own or lease, or that are operated under your control, but excluding loss or damage caused by a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; and
  - (3) Loss or damage to steam boilers, steam pipes, steam engines, steam turbines, hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.

Covered equipment means "real property" or "personal property" built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy. However, none of the following are covered equipment:

  - (a) Insulating or refractory material;
  - (b) Sewer piping, underground vessels or piping, piping forming part of a "sprinkler system" or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming part of a refrigerating or air conditioning system;
  - (c) "Vehicles", excavation or construction equipment; or
  - (d) Any structure, foundation or cabinet supporting or housing covered equipment.
- b. The following coverages also apply to loss caused by or resulting from an accident to covered equipment:
  - (1) Expediting Expenses  
With respect to damaged "real property" or "personal property", we will pay the reasonable extra costs to:
    - (a) Make temporary repairs; and
    - (b) Expedite permanent repairs or replacement.

(2) Perishable Goods

We will pay the following:

- (a) Loss of perishable goods due to spoilage.
- (b) Loss of perishable goods due to contamination from the release of a refrigerant, including but not limited to ammonia.
- (c) Any necessary expenses you incur to reduce the amount of loss under this extension. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this extension.

However, we will not pay for loss or damage caused by or resulting from your failure to use all reasonable means to protect the perishable goods from damage following an accident.

Perishable goods means "personal property", maintained under controlled conditions for its preservation, that is susceptible to loss, damage, or spoilage if the controlled conditions change.

(3) Hazardous Substances

We will pay for the additional costs to repair or replace "real property" or "personal property" because of contamination by a hazardous substance, including the additional costs to clean up or dispose of such property. Additional costs means those beyond what would have been required had no hazardous substance been involved.

The most we will pay for loss or damage under the Hazardous Substances coverage, including the actual "loss of income" you sustain, the necessary "extra expense" you incur, and the loss of or damage to perishable goods due to contamination from a hazardous substance is \$25,000 per accident.

Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

(4) Service Interruption

The insurance provided for "loss of income", "extra expense", and perishable goods is extended to apply to loss caused by or resulting from an accident to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

(5) Off-"Premises" Accidents

Coverage is extended to apply to an accident to the following types of equipment anywhere in the "policy territory":

- (a) Mobile cascade units;
- (b) Mobile internal combustion engines used solely as part of an emergency generating unit;
- (c) Electrical generators used solely as part of an emergency generating unit;
- (d) Portable pumping units; and
- (e) Portable extrication devices, such as jaws-of-life, whether hydraulic or air powered.

c. Conditions

(1) Suspension

When any 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 an accident to that covered equipment. We can do this by mailing or delivering a written notice of

suspension to your address as shown in the Declarations, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro-rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund. We will not consider firefighting or other emergency service activities, or training related to such activities, as a dangerous condition within the context of this provision.

(2) Jurisdictional Inspections

If any property that is covered equipment under this extension requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspections on your behalf.

- d. Except for the Hazardous Substances limit specified above, the most we will pay for loss or damage under this extension is the applicable Limit of Insurance shown in the Declarations.

### **17. Fire Extinguishing Equipment Recharge Costs**

- a. We will pay the necessary and reasonable cost to recharge or refill your fire extinguishing equipment, including both hand-held extinguishers and fixed automatic extinguishing systems, as a result of:
- (1) Their discharge as a result of a "covered cause of loss"; or
  - (2) Their accidental discharge in the absence of a "covered cause of loss".
- b. This extension applies regardless of whether the fire extinguishing equipment itself is damaged.
- c. The fire extinguishing equipment must be for the protection of and located at a "premises".
- d. No deductible applies to this extension.

### **18. Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria**

- a. The coverage described in 18.b and 18.e. of this extension applies only when the "fungus", wet rot, 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:
- (1) A "specified cause of loss" other than fire or lightning; or
  - (2) "Flood", except if the Flood Exclusion endorsement is attached.
- b. We will pay for loss or damage by "fungus", wet rot, dry rot or bacteria. As used in this extension, the term loss or damage means:
- (1) Direct physical loss or damage to covered "real property" or covered "personal property" caused by "fungus", wet rot, dry rot or bacteria, including the cost of removal of the "fungus", wet rot, dry rot or bacteria;
  - (2) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet rot, dry rot or bacteria; and
  - (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that "fungus", wet rot, dry rot or bacteria are present.

- c. The coverage described under 18.b. of this extension is limited to \$25,000. Regardless of the number of claims, this limit is the most we will pay for 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 rot, dry rot or bacteria, we will not pay more than a total of \$25,000 even if the "fungus", wet rot, dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- d. The coverage provided under this extension does not increase the applicable Limit of Insurance on any covered "real property" or covered "personal property". If a particular occurrence results in loss or damage by "fungus", wet rot, 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 "real property" or covered "personal property".

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

- e. Under Coverage C. "Loss of Income" or Coverage D. "Extra Expense":
  - (1) If the loss which resulted in "fungus", wet rot, dry rot or bacteria does not in itself necessitate an interruption of "operations", but such interruption is necessary due to loss or damage to property caused by "fungus", wet rot, dry rot or bacteria, then our payment under Coverage C and/or Coverage D is limited to the amount of "loss of income" and/or "extra expense" sustained in a period of not more than 30 days. The days need not be consecutive.
  - (2) If a covered interruption of "operations" was caused by loss or damage other than "fungus", wet rot, dry rot or bacteria but remediation of "fungus", wet rot, dry rot or bacteria prolongs the "period of restoration", we will pay for "loss of income" and/or "extra 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.

## 19. Arson Fire Information Reward

We will reimburse you for the payment of rewards that you actually incur which provide information related to arson fire. For the purposes of this extension, covered property means property covered by this coverage part or any other coverage part issued to you by this company. This reimbursement is subject to compliance with all of the following conditions:

- a. Conditions
  - (1) Your covered property at a "premises" is damaged or destroyed by a fire that is declared to be an arson fire by the appropriate civil authority;
  - (2) You pay reward(s) for information about the causes of such arson fire to persons who would not normally make reports and who did not make such report before the potential of a reward was announced;
  - (3) Such information is presented to the investigative authorities within 90 days after the start of the arson fire;
  - (4) Such reported information for which you paid a reward contributes directly and significantly to the arrest and conviction of those causing the arson fire; and

- (5) Your intention to pay such reward or your payment of such reward is reported to us within 15 days of the date on which the appropriate arson fire investigative authority receives the information.
- b. Regardless of the number of people who provide information about the arson fire, the most we will pay for all reward payments related to any one arson fire, or series of related arson fires committed by the same arsonist(s), is \$25,000 per loss.
- c. No deductible applies to this extension.

Our reimbursement to you for the arson fire information rewards that you pay does not limit in any way your ability to offer or not offer and pay or not pay rewards for arson fire information related to covered property.

## 20. Fine Arts

- a. We will pay for direct physical loss or damage caused by or resulting from a "covered cause of loss" to "fine arts" owned by you and for which you have secured a certified appraisal prior to the loss.
  - (1) The value of "fine arts" will be the least of the following amounts:
    - (a) The fair market value of the object at the time of loss;
    - (b) The cost of reasonably restoring the object to its condition immediately before loss; or
    - (c) The cost of replacing the object with a substantially identical object.
  - (2) The most we will pay for loss under paragraph a.(1) is \$50,000 in any one occurrence.
- b. We will also pay for direct physical loss or damage caused by or resulting from a "covered cause of loss" to "fine arts" for which you have not secured a certified appraisal prior to the loss.
  - (1) The value of "fine arts" will be the least of the following amounts:
    - (a) The fair market value of the object at the time of loss;
    - (b) The cost of reasonably restoring the object to its condition immediately before loss;
    - (c) The cost of replacing the object with a substantially identical object; or
    - (d) \$1,500 per item.
  - (2) The most we will pay for loss under paragraph b.(1) is \$25,000 in any one occurrence. This limit of insurance is in addition to the amount provided under Paragraph a.(2) above.

As used in this extension, fair market value means the cash value that the object of "fine arts" would bring in an open and unrestricted market between a willing buyer and a willing seller who are both knowledgeable, informed and prudent, and who are acting independently of each other.

## 21. Lock and Key Replacement

- a. We will pay the necessary expense you incur to replace locks, lock cylinders and keys, electronic or otherwise, necessitated by:
  - (1) A covered theft of your covered property; or
  - (2) Damage to the lock as a result of a "covered cause of loss".

For the purposes of this extension, covered property means property covered by this coverage part or any other coverage part issued to you by this company. Coverage applies if there is a

loss of covered property by a covered theft even if the keys are not known to be missing or copied.

b. Additional Conditions

- (1) You must notify us and the appropriate law enforcement authority of the theft as soon as practicable;
  - (2) Locks, lock cylinders and keys must be replaced within 72 hours of the discovery of the theft, or as soon as practicable; and
  - (3) Coverage under this extension applies to disappearance of keys only if other covered property is stolen or missing.
- c. Coverage under this extension applies only to locks, lock cylinders and keys located at a "premises" described in the declarations.
- d. We will pay to replace the locks, lock cylinders and keys with property of the same kind and quality without deduction for deterioration or depreciation.
- e. The most we will pay in any one occurrence for coverage under this extension is \$25,000.
- f. No deductible applies to this extension.

## 22. Member's Property

- a. We will pay for direct physical loss or damage, resulting from a "covered cause of loss", to property while at your "premises" that is owned by your volunteer, "employee", director, officer or trustee.
- b. The most we will pay in any one occurrence for coverage under this extension is \$5,000.
- c. This coverage is primary and will apply regardless of any other insurance coverage which may be available to the owner of the property.
- d. No deductible applies to this extension.

As used in this extension, member's property includes, but is not limited to computers, game consoles and associated software, all-terrain vehicles, snowmobiles, golf carts, "watercraft", personal watercraft, tools and firearms. Member's property does not include:

1. "Personal effects";
2. "Money" and "securities";
3. "Fine arts";
4. Animals;
5. Aircraft or its parts, accessories and equipment; or
6. "Vehicles".

## 23. Member's Real Property Deductible Reimbursement

- a. We will reimburse your volunteer, "employee", director, officer or trustee for the amount of the deductible applied under their personal insurance for direct physical loss or damage to owned "real property" at their residence premises due to a "covered cause of loss". The loss must occur while the volunteer, "employee", director, officer or trustee is enroute to, engaged in, or returning

from an "emergency situation" at the direction and knowledge of an officer of the insured organization.

- b. The most we will pay per member in any one occurrence for coverage under this extension is \$1,000.
- c. No deductible applies to this extension.

#### **24. Permanently Installed Outdoor Property**

- a. We will pay up to the "replacement cost" for direct physical loss or damage to your outdoor property caused by or resulting from a "covered cause of loss".
- b. The most we will pay in any one occurrence for coverage under this extension is \$125,000.

As used in this extension, outdoor property means property that is permanently installed away from your "premises" and includes, but is not limited to the following: traffic control devices, signs, statues, monuments and fire hydrants. Outdoor property does not include "real property" or "personal property".

#### **25. Unintentional Omission of Real Property**

- a. If you unintentionally omit "real property" from an application for insurance or unintentionally fail to report all "real property" prior to the beginning of the policy period, we will pay for direct physical loss or damage by a "covered cause of loss" to such "real property" that qualifies as "real property" but is not shown in the Declarations due to such unintentional omission or failure to report.
- b. You agree to pay the additional premium for the "real property" as of the effective date of the policy.
- c. The most we will pay in any one occurrence for coverage under this extension is \$500,000.

#### **26. Vehicle Stock**

- a. We will pay for direct physical loss or damage caused by or resulting from a "covered cause of loss" to "vehicle stock" owned by you and stored inside a building or at a "premises".
- b. The most we will pay for coverage under this extension in any one occurrence is \$25,000.

#### **27. Utility Service Interruption Coverage**

- a. Coverage

Your coverage for "loss of income" and "extra expense" is extended to apply to a suspension of "operations" at your "premises" caused by an interruption in utility service to that "premises" during the "period of restoration". The interruption in utility service must result from direct physical loss or damage by a "covered cause of loss" to the property described in Paragraph c.



b. Exception

Coverage under this endorsement does not apply to "loss of income" or "extra expense" related to interruption in utility service which causes loss or damage to "software", including destruction or corruption of "software".

c. Utility Service

(1) Water Supply Service, meaning the following types of property supplying water to your "premises":

- (a) Pumping stations; and
- (b) Water mains.

(2) Communication Supply Service, meaning property supplying communication services, including telephone, radio, microwave or television services, to your "premises", such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

(3) 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 extension does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

(4) Power Supply Service, meaning the following types of property supplying electricity, steam or gas to your "premises":

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

d. For the purposes of this extension only, the definition of "period of restoration" is replaced by the following:

"Period of restoration" means the period of time after direct physical loss or damage to the property described in Paragraph c. that:

(1) Begins:

- (a) 72 hours after the initial interruption in Utility Services for "loss of income"; or
- (b) Immediately after the initial interruption in Utility Services for "extra expense";

and

(2) Ends when the Utility Service is restored.

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

- (a) Requires any insured or others to incur "remediation expenses"; or
- (b) Pertains to "fungus", wet rot, dry rot, bacteria, or asbestos.

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

- f. No deductible applies to this extension.

### **SECTION III. COVERED CAUSES OF LOSS**

"Covered cause of loss" means any cause of direct physical loss or damage except as excluded below.

#### **Exclusions**

We will not pay for loss or damage caused by or resulting directly or indirectly from the following causes, or occurring in the following situations. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently with or before, during, or after the loss or damage. But we will cover resulting fire or explosion, meaning a fire or explosion that results from any cause of loss other than "war", whether or not that cause of loss itself is covered under this coverage part.

1. **"War"**
2. **"Nuclear Activity"**
3. **"Government Activity"**
4. **Nesting or Infestation**

Nesting or infestation, or the discharge or release of waste products or secretions, caused by any insects, birds, rodents or other animals.

5. **Neglect**

Neglect meaning your failure to take all reasonable steps to protect your property when it is threatened with loss or damage and to take all reasonable steps to protect your property from further loss after loss or damage occurs.

6. **Earth Movement**

Earth movement meaning any sinking, rising, shifting, freezing, thawing, erosion, compaction or expansion of the earth, including mine subsidence. But we will cover "earthquake", "volcanic action", landslide or "sinkhole collapse".

7. **Building Settlement**

Settling, shrinking, cracking, bulging or expansion of any pavement, building or structure.

8. **Dishonesty**

Dishonest acts or omissions of you or your volunteers or "employees", or anyone authorized to act for you, or anyone to whom you entrust property, whether an individual is acting alone or in collusion with others.

9. **Vacancy**

Freezing, leakage or overflow from plumbing, heating, air conditioning or any other equipment or appliance in a "vacant" or unoccupied building unless:

- a. You have taken reasonable steps to maintain heat in the building; or
- b. Water was drained from the system or appliance involved, and the water supply was shut off while the building was "vacant" or unoccupied.

Also, we will not cover damage to plumbing systems located outside the perimeter of building walls or off the "premises" that results from freezing.

**10. Delay, Loss of Use**

Delay and loss of use or because you can no longer sell or use property, except as specifically provided in Coverage C.

**11. Mysterious Disappearance**

Mysterious disappearance of property or an inventory shortage.

**12. Wear and Tear**

Wear and tear, deterioration, rust, corrosion, marring or scratching, erosion, decomposition, and decay. However, we will cover resulting loss or damage not otherwise excluded caused by "vehicles" or aircraft, "sprinkler leakage", water damage, freezing, collapse of a building or falling objects.

**13. Fungus, Wet Rot, Dry Rot and Bacteria**

The presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria, including loss, damage or "remediation expenses" resulting from any of these. But if "fungus", wet rot, dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss". This exclusion does not apply:

- a. When "fungus", wet rot, dry rot or bacteria results from fire or lightning; or
- b. To the extent coverage is provided in the **Limited Coverage for Fungus, Wet Rot, Dry Rot or Bacteria** coverage extension.

**14. "Pollution Conditions"**, except to the extent coverage is provided in the **Pollution Remediation Expenses** coverage extension.

**15. Remediation Expenses**

"Remediation expenses" except to the extent coverage is provided in the **Pollution Remediation Expenses** coverage extension.

**16. Asbestos**

Asbestos, including loss, damage or "remediation expenses" resulting from asbestos or asbestos-containing materials.

**17. Mechanical Breakdown**

Mechanical breakdown, but this exclusion does not apply to "hardware" or to any coverage provided in the **Equipment Breakdown** coverage extension.

**18. Steam Vessels**

Rupture, bursting or explosion of steam boilers, steam pipes, steam turbines or steam engines except to the extent coverage is provided in the **Equipment Breakdown** coverage extension.

**19. Inherent Vice**

Inherent vice meaning a natural condition of property that causes it to deteriorate or become damaged. Examples of inherent vice are the yellowing and cracking of old paper, patina that forms on old bronze and the swelling of wood under moist conditions.

**20. Latent Defects**

Latent defects meaning faults or weaknesses in property itself.

**21. Faulty Design and Workmanship**

Faulty design, workmanship and material including the cost of correcting any faulty design, workmanship, material, manufacture or installation, alteration, repair or work on covered "real property" or "personal property". But we will cover loss or damage that results from any of these, if the loss or damage occurs in connection with any cause of loss not otherwise excluded by this coverage part. This exclusion does not apply to "hardware".

**22. Vandalism and Malicious Mischief**

Vandalism and malicious mischief if the building involved has been "vacant" for more than 60 consecutive days immediately before the loss.

**23. Loss of Contract or Strike**

"Loss of income" or "extra expense" resulting from:

- a. Loss of contract, meaning a loss that results from the expiration, suspension or cancellation of any contract, lease or order, or
- b. Strike, meaning interference by strikers or other persons with your "operations", or with the repair, rebuilding or replacement of property at the location of the repair, rebuilding or replacement, or with the resumption of your "operations".

**24. Seepage or Leakage of Water**

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.

**SECTION IV. WHAT WE WILL PAY**

**A. Limits of Insurance**

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, except as provided in the guaranteed "replacement cost" provision.
2. If we pay the limit for any one occurrence, that will not reduce the applicable limit for any future covered loss resulting from an unrelated occurrence.
3. All "earthquakes" or "volcanic actions" that occur within a continuous 168 hour period will constitute a single occurrence under this coverage part.
4. All "floods" that occur within a continuous 168 hour period will constitute a single occurrence under this coverage part.

**B. Valuation – Coverage A. Real Property**

1. If "replacement cost" valuation for Coverage A is indicated in the Declarations or in an endorsement attached to this coverage part, we will not pay more than the Coverage A limit applicable to the lost or damaged "real property". Subject to that limit, we will pay the "replacement cost" of any loss or damage to "real property", less any deductible that applies, so long as:
  - a. The loss or damage to "real property" is actually repaired or replaced;
  - b. The repairs to or replacement of the "real property" are made within one year of the loss or damage;
  - c. The repairs or replacements restore the "real property" to the same use; and

- d. The repairs to or replacement of the "real property" are of the same kind and quality and at the same "premises" as the "real property" suffering the loss or damage, however:
  - (1) You may substitute property of a different kind or quality, but we won't pay more than what it would cost to repair or replace the loss or damage to the "real property" with property of comparable kind and quality; and
  - (2) You may replace the "real property" suffering the loss or damage at a different location, but we won't pay more than what it would cost to replace the loss or damage to the "real property" at the original "premises".
- 2. a. Subject to the provisions of subparagraphs a. - d. of paragraph 1. above, if guaranteed "replacement cost" valuation for Coverage A is indicated in the Declarations or in an endorsement attached to this coverage part, and the cost to replace loss or damage to "real property" is more than the Coverage A limit accepted by us, we will nevertheless pay the entire "replacement cost" less any deductible that applies.
- b. This guaranteed "replacement cost" provision for Coverage A is contingent on:
  - (1) Your purchasing an amount of insurance accepted and kept on file by us;
  - (2) Your promptly advising us of any changes made to your "real property" which would change the cost to replace it, and adjusting the amount of insurance accordingly; and
  - (3) Your purchasing an amount of insurance on each policy anniversary equal to an adjusted cost figure. This adjusted cost figure will be calculated from the original amount plus any changes made to your "real property" and will be modified by an automatic inflation adjustment factor applicable to your "real property".

### **C. Valuation – Coverage B. Personal Property**

- 1. If "replacement cost" valuation for Coverage B is indicated in the Declarations or in an endorsement attached to this coverage part, we will not pay more than the Coverage B limit applicable to the lost or damaged "personal property". Subject to that limit, we will pay the "replacement cost" of any loss or damage to "personal property", less any deductible that applies, so long as:
  - a. The loss or damage to "personal property" is actually repaired or replaced;
  - b. The repairs to or replacement of the "personal property" are made within one year after the loss or damage;
  - c. The repairs or replacements restore the "personal property" to the same use; and
  - d. The repairs to or replacement of the "personal property" are of the same kind and quality as the "personal property" suffering the loss or damage.
- 2. a. Subject to the provisions of subparagraphs a. - d. of paragraph 1. above, if guaranteed "replacement cost" valuation for Coverage B is indicated in the Declarations or in an endorsement attached to this coverage part, and the cost to replace loss or damage to "personal property" is more than the Coverage B limit accepted by us, we will nevertheless pay the entire "replacement cost" less any deductible that applies.
- b. This guaranteed "replacement cost" provision for Coverage B is contingent on:
  - (1) Your purchasing an amount of insurance accepted and kept on file by us;
  - (2) Your promptly advising us of any changes made to your "personal property" which would change the cost to replace it, and adjusting the amount of insurance accordingly; and

- (3) Your purchasing an amount of insurance on each policy anniversary equal to an adjusted cost figure. This adjusted cost figure will be calculated from the original amount plus any changes to the "personal property", and will be modified by an automatic inflation adjustment factor applicable to your "personal property".
3. When guaranteed "replacement cost" applies to Coverage B, "personal property" does not include portable equipment. Portable equipment means portable firefighting, ambulance, or rescue related equipment, including portable communications equipment, commonly used in fire and rescue operations away from your "premises".

#### **D. Valuation – Coverage C. Loss of Income and Coverage D. Extra Expense**

1. The amount of the "loss of income" you sustain due to necessary suspension of your "operations" during the "period of restoration" will be based on:
  - a. Your net income before the direct physical loss or damage occurred;
  - b. Your likely net income if no loss or damage occurred;
  - c. The operating expenses, including payroll expenses, necessary to resume your "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - d. Other relevant sources of information, including:
    - (1) Your financial records and accounting procedures;
    - (2) Bills, invoices and other vouchers; and
    - (3) Deeds, liens or contracts.
  - e. We will reduce the amount of your "loss of income" 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 "premises" or elsewhere.
2. The amount of "extra expense" will be determined based on:
  - a. All expenses that exceed the normal operating expenses that would have been incurred by your "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (1) The salvage value that remains of any property bought for temporary use during the "period of restoration", once your "operations" are resumed; and
    - (2) 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
  - b. All necessary expenses that reduce the "loss of income" that otherwise would have been incurred.
  - c. We will reduce the amount of your "extra expense" loss to the extent you can return your "operations" to normal and discontinue such "extra expense".
3. If you do not resume your "operations", or do not resume your "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume your "operations" as soon as possible.
4. If this policy expires before we have paid you all the "loss of income" or "extra expense" to which you are entitled for direct physical loss or damage that occurred during the policy period, we will continue to make payments after the expiration date.

## E. Valuation – COVERAGE EXTENSIONS

1. "Replacement cost" applies to all **SECTION II. COVERAGE EXTENSIONS** unless stated otherwise in the extension, so long as:
  - a. The requirements in **SECTION IV. B. 1.** are met if "real property" is lost or damaged; or
  - b. The requirements in **SECTION IV. C. 1.** are met if "personal property" is lost or damaged.

## F. Deductible

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable deductible. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance, after any applicable deduction required by a coinsurance provision.
2. The deductible shown in the Declarations applies to losses under the following coverages except as otherwise specifically indicated:
  - a. "Real property";
  - b. "Personal property";
  - c. "Loss of income";
  - d. "Extra expense"; and
  - e. All coverages provided under **SECTION II. COVERAGE EXTENSIONS.**
3. If more than one coverage (other than coverage for "earthquake" or "flood") applies to any one occurrence, we will subtract the deductible amount only once. If more than one deductible applies, we will subtract the largest applicable deductible unless indicated otherwise in this coverage part.
4. **Earthquake Deductible.** A special deductible applies to losses caused by or resulting from "earthquake". Refer to the Declarations. When a percentage deductible is shown as applicable to "earthquake", that percentage will be applied to the sum of the "real property" and "personal property" limits shown in the Declarations for each affected "item". If blanket coverage applies, we will determine this sum based on the most recent amounts on file with us for each affected "item". The deductibles determined in accordance with this paragraph shall apply separately to each affected "item".
5. **Flood Deductible.** A special deductible applies to each occurrence caused by or resulting from "flood". Refer to the Declarations. The deductible shown will apply separately to each affected "premises".
6. **Deductible Waiver.** If a loss covered under this coverage part also involves a loss under an Emergency Service Organization Auto, Portable Equipment or other Inland Marine coverage issued to you by us, only one deductible, the largest, will be applied. The deductible under the other policies or coverage parts will be waived.
7. **Glass Deductible Waiver.** If a loss covered under this coverage part is limited to damage to glass that is part of a building and no other property is included in the loss, the policy deductible will be waived.

## G. Automatic Inflation Adjustment

1. We will automatically increase your Coverage A and Coverage B limits to keep pace with inflation. We will increase the limits by the annual percentage shown in the Declarations for each "item".
2. The amount of increase will be:
  - a. The limit that applied on the most recent of the policy inception date, the policy anniversary date, or any change amending the Limit of Insurance, multiplied by
  - b. The percentage of annual increase shown in the Declarations, multiplied by
  - c. The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.
3. Where there is a blanket limit for Coverages A and B, the most recent values we used to calculate your premium will be used to separate "real property" and "personal property" values, the separate values will be increased as if they were separate limits, and the results will be added to determine the increase in the blanket limit.

## H. Other Conditions Affecting Property Losses

This sub-section explains special rules that apply to valuing some of the property covered by this coverage part. It also gives you important information about payment for losses.

1. **Improvements by a Tenant.** If you are a tenant at a "premises" and property improvements for which you paid are lost or damaged by a "covered cause of loss" at the "premises", we will reimburse you for repairing or replacing them. We will pay their "replacement cost" if you repair or replace them within a reasonable time after the loss at the "premises". But we will not cover repairs or replacements which were made for your use at someone else's expense.
  - a. If you do not repair or replace the covered improvements within a reasonable time at the "premises", we will pay a portion of their original cost. This will be the ratio between:
    - (1) The length of time remaining on your lease at the time of the loss; and
    - (2) The length of time between the making of the improvements and the expiration of the lease.
  - b. If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease.
  - c. If you purchased the interest in the use of improvements made by a previous tenant, we will cover them as if you had paid for them.
2. **Property in Sets.** The loss of an article which is part of a set will not be considered a loss of the entire set. Therefore, if there is loss or damage to property which is part of a set, we will pay a fair portion of the total value of the set.
3. **Parts.** If the loss or damage is to a part of property that consists of several parts, we will pay for only the lost or damaged part.
4. **Exhibitions and Displays.** The most we will pay for exhibitions and displays is the amount that they cost you.



5. **Stock.** "Stock" you have sold but not delivered will be valued at no more than the selling price less discounts and expenses you otherwise would have had.
6. **Glass.** Glass will be valued at the cost of replacement with safety glazing material if required by law.

## SECTION V. CONDITIONS

The following apply in addition to the Common Policy Conditions.

### 1. **Abandonment**

There can be no abandonment of any property to us.

### 2. **Appraisal**

If we cannot agree with you on the amount of the loss, either of us can demand that the following procedure be used to settle the amount.

- a. You or we will request in writing that the dispute be submitted to appraisal within 60 days from the time we receive your proof of loss. Each will then select an appraiser and notify the other of that choice within 20 days of the initial request.
- b. The appraisers will select an impartial umpire. If they cannot agree on an umpire within 15 days, either you or we can ask that an umpire be appointed by a judge of the court of record in the county where the property is located.
- c. The appraisers will appraise each item for its value at the time of loss and the amount of loss. If they can't agree, they will submit any differences to the umpire. An agreement in writing by any two of these three will determine the amount of the loss.
- d. You will pay your appraiser and we will pay ours. Each will share equally any other costs of the appraisal and the umpire.
- e. We will not surrender our rights by any act we take relating to an appraisal.

### 3. **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:

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

### 4. **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.

## 5. 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 property insured under this coverage part:
  - (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 property from further damage by a "covered cause of loss". If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed. However, if the total claim for any loss is less than \$10,000, you are not required to provide an inventory of the undamaged property.
  - (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.
  - (9) If you intend to continue your "operations", you must resume all or part of them as quickly as possible. If you do not resume your "operations", or do not resume your "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume your "operations" as soon 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.

## 6. Insurance Under Two or More Coverages

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

## 7. Legal Action Against Us

No one may bring a legal action against us under this coverage part unless:

- a. There has been full compliance with all of the terms of this coverage part; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

## 8. Loss Payment

- a. In the event of loss or damage covered by this coverage part, 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;
  - (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.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the property.
- d. 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 property.
- e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if:
  - (1) You have complied with all of the terms of this coverage part; and
  - (2) We have reached agreement with you on the amount of loss, or an appraisal award has been made.

## 9. Mortgage Holders

- a. The term mortgage holder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- 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 mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - (1) Pays any premium due under this coverage part at our request if you have failed to do so;
  - (2) Submits a signed, sworn statement of loss 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 mortgage holder.

All of the terms of this coverage part will then apply directly to the mortgage holder.

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

At our option we may pay to the mortgage holder 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 coverage part, we will give written notice to the mortgage holder 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 coverage part, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

#### **10. No Benefit to Bailee**

No person or organization, other than you, having custody of covered property will benefit from this insurance.

#### **11. Other Insurance**

- a. 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.
- b. If there is other insurance covering the same loss or damage, other than that described in a. 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 it or not. But we will not pay more than the applicable Limit of Insurance.

#### **12. Policy Period, Policy Territory**

We will cover loss or damage commencing:

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

#### **13. 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.

#### **14. 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:

- a. Prior to a loss to your covered property or covered income;
- b. After a loss to your covered property or covered income only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) An organization owned by or controlled by you;

- (3) An organization that owns you or controls you; or
- (4) Your tenant.

This will not restrict your insurance.

## 15. Coinsurance

If a coinsurance percentage is shown in the Declarations, or in an endorsement attached to this coverage part, for any of your "real property" or "personal property", the following condition applies.

- a. We will not pay the full amount of any loss if the value of the property at the time of loss, multiplied by the coinsurance percentage shown for it, is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

1. Multiply the value of the property at the time of loss by the coinsurance percentage;
2. Divide the Limit of Insurance of the property by the figure determined in step 1.;
3. Multiply the total amount of loss, before the application of any deductible, by the figure determined in step 2.; and
4. Subtract the deductible from the figure determined in step 3.

We will pay the amount determined in step 4. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

- b. Example (Underinsurance): The value of the property is \$250,000. The coinsurance percentage for it is 90%. The Limit of Insurance for it is \$100,000. The deductible is \$500. The amount of loss is \$40,000.

1. Step (1):  $\$250,000 \times 90\% = \$225,000$  (this is the minimum amount of insurance needed to meet your coinsurance requirement)
2. Step (2):  $\$100,000 \div \$225,000 = .44$
3. Step (3):  $\$40,000 \times .44 = \$17,600$
4. Step (4):  $\$17,600 - \$500 = \$17,100$

We will pay no more than \$17,100. The remaining \$22,900 is not covered.

- c. You agree to keep the property insured for a portion of its value. That portion is the coinsurance percentage shown in the Declarations or in an endorsement attached to this coverage part. In computing this amount, we use the property's "replacement cost" or its "actual cash value", whichever is indicated.
- d. We compute the minimum amount of insurance you are required to carry based on the property's value at the time a loss occurs. In determining the property's value for this coinsurance agreement, we do not include the following:
  1. The value of property covered under **SECTION II. COVERAGE EXTENSIONS**;
  2. The value of excavations; or
  3. The value of brick, stone or concrete foundations, including foundations of machinery or boilers, which are below the surface of the building's basement floor. If the building has no basement, we don't include the value of brick, stone, or concrete below the surface of the ground and inside the foundation walls when we compute the value of the building. Nor do we include the value of underground flues, pipes or drains.
- e. If your property is insured for the minimum amount required, this coinsurance agreement won't have any effect on what we will pay for a covered loss. We will pay up to the applicable coverage

limit. But if your property is insured for less than the minimum amount required, we will only pay part of your loss and you must pay the rest.

- f. When coinsurance applies, it will apply separately to each coverage limit for "real property" or "personal property" covered under this policy, unless specifically amended. However, coinsurance will not apply to losses which are less than \$10,000.
- g. When "actual cash value" is indicated as the valuation basis for "real property" or "personal property" in the Declarations or in an endorsement attached to this coverage part, the most we will pay for loss or damage is the smallest of the following:
  1. the coverage limit which applies to that property;
  2. the "actual cash value" of the lost or damaged property; or
  3. the amount which you actually spend to repair or replace the lost or damaged property with property of comparable kind or quality. You may substitute property of a different kind or quality, but we won't pay more than what it would cost to replace the lost or damaged property with property of comparable kind and quality.
- h. When "real property" is insured on a "replacement cost" basis, coinsurance shall apply to paragraph a., but not to paragraphs b. or c., of **Extension 1. Ordinance Coverage**.

## SECTION VI. DEFINITIONS

1. "Accounts receivable costs" mean:
  - a. Accounts receivable due to you but which you can't collect;
  - b. Extra collection costs you incur to collect accounts receivable due to you;
  - c. Interest charges on loans you have been required to obtain to compensate for accounts receivable you can't collect when due; and
  - d. Reasonable costs of replacing your accounts receivable records.

"Accounts receivable costs" also include losses or costs you incur if you have to remove accounts receivable records from a "premises" to a place of safety in order to protect them from the threat of a "covered cause of loss". Accounts receivable are amounts owed to you by those with whom you deal.
2. "Actual cash value" is calculated as the amount it would cost to repair or replace the damaged or destroyed property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to the valuation of property regardless of whether that property has sustained partial or total loss or damage. The "actual cash value" of such property may be significantly less than its "replacement cost".
3. "Computer virus" means a computer program or computer code which is entered into your computer system without your knowledge, and which causes a disruption of normal program or computer system operation, but it does not mean an error in design or a programming error.
4. "Covered cause of loss" is defined in **SECTION III. COVERED CAUSES OF LOSS**.
5. "Earthquake" means all earthquake shocks that commence after the inception of this insurance, but "earthquake" does not include the cost of restoring or remediating land.
6. "Emergency situation" means an unexpected situation demanding an immediate official action during an emergency response.

7. "Employees" are people who work for you in the conduct of your ordinary activities, in return for a salary, wages or commissions. In order to be considered an "employee", a person must be subject to your exclusive direction in the performance of his or her activities. Contractors and agents are not considered to be "employees".
8. "Extra expense" means expense you incur during the "period of restoration" over and above your ordinary expenses, which are necessary to avoid or minimize the suspension of your "operations" and return to your normal "operations" after direct physical loss or damage to "real property" or "personal property" at a "premises". "Extra expenses" include expenses you incur to continue your normal "operations" at a temporary location or with substitute equipment. The most we will pay is described under **SECTION IV. WHAT WE WILL PAY**.
9. "Fine arts" means property that is rare or that has historic or artistic value, including antiques, rare articles, etchings, pictures, statuary, marbles, bronzes, porcelains and similar property.
10. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas due to:
  - a. The overflow of inland or tidal waters; or
  - b. The unusual or rapid accumulation or runoff of surface waters from any source.

Flooding must commence after the inception of this insurance. If the "flood" is due to the overflow of inland or tidal waters, the "flood" is considered to begin when the water first overflows its banks. With respect to "flood", we will not pay for loss or damage caused by or resulting from the destabilization of land arising from the accumulation of water in subsurface land areas.
11. "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.
12. "Government activity" means:
  - a. The seizure or destruction of property by any government body, including any customs or quarantine action; or
  - b. Confiscation or destruction of property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.
13. "Hardware" means computers and their electronic data processing parts and equipment which accept, utilize and process raw information for conversion to machine readable form.
14. "Item" means a building or structure at a "premises".
15. "Loss of income" including rental value means the net income (net profit or loss before income taxes) that would have been earned in your "operations" during the "period of restoration". "Loss of income" includes continuing normal operating expenses incurred, including payroll.
16. "Money" means currency, coins, bank notes, bullion, travelers checks, registered checks and money orders held for sale.
17. "Nuclear activity" means loss from nuclear reaction, nuclear radiation or radioactive contamination, whether deliberate or accidental, controlled or uncontrolled, and whether or not the loss is direct or indirect, proximate or remote, or is contributed to or aggravated by a "covered cause of loss". But it does not include explosion, fire or smoke.
18. "Operations" means:
  - a. Your official activities as an emergency service organization; and
  - b. The tenantability of a "premises", if coverage for "loss of income" applies to rental value.
19. "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 a "premises"; and
- b. Ends at the earliest of:
  - (1) The date when the property is actually repaired or replaced using reasonable speed and similar quality, design, functionality and materials; or
  - (2) The date when the property could have been repaired and your "operations" could have been resumed, if the damaged property had been repaired using similar quality, design, functionality and materials; or
  - (3) Twenty-four consecutive months after the direct physical loss or damage.

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

- (1) Requires any insured or others to incur "remediation expenses"; or
- (2) Pertains to "fungus", wet rot, dry rot or bacteria.

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

20. "Personal effects" means property that belongs to an individual and is devoted primarily to that individual's personal use; for example, clothing, eyeglasses, or individually owned portable firefighting, ambulance, or rescue related equipment. "Personal effects" does not include:
- a. "Money" and "securities";
  - b. "Fine arts";
  - c. Animals;
  - d. Aircraft or its parts, accessories and equipment;
  - e. "Watercraft"; or
  - f. "Vehicles".
21. "Personal property" means all property used in your "operations", other than "real property", including but not limited to furnishings and equipment, building contents, "hardware", communication systems, base stations and dispatching systems, provided the property is on your "premises" and also provided:
- a. You own the property; or
  - b. The property is in your custody or control, and you are responsible for it, even though it belongs to someone else.

"Personal property" also includes the value of your right to use improvements made as a tenant, if you have paid for alterations or additions to any building or structure you don't own. However, these improvements must be at a "premises".

"Personal property" does not include:

- (1) "Personal effects" belonging to you or your volunteers or "employees";
- (2) Animals;
- (3) "Money" and "securities";
- (4) "Valuable papers and records";
- (5) "Accounts receivable costs";
- (6) "Software";
- (7) "Fine arts" or jewelry;



- (8) Aircraft or its parts, accessories and equipment;
  - (9) "Watercraft"; or
  - (10) "Vehicles".
22. "Policy territory" means the United States, its territories and possessions, Puerto Rico and Canada.
23. "Pollution conditions" means the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials (including medical, infectious and pathological wastes) or electromagnetic fields into or upon land or any structures thereon, the atmosphere, or any watercourse or body of water including groundwater.
24. "Premises" means a location described in the Declarations that is owned or legally occupied by you and used to conduct your "operations".
25. "Real property" means buildings or structures described in the Declarations as "items", including:
- a. All appurtenant buildings or structures;
  - b. Completed additions;
  - c. Additions under construction;
  - d. Alterations and repairs to the buildings or structures;
  - e. Permanently installed fixtures, machinery, and equipment;
  - f. Outdoor fixtures;
  - g. "Personal property" used for the maintenance and service of buildings or structures, including tools, lawn care equipment, and free standing appliances for refrigerating, ventilating, cooking, dishwashing and laundering;
  - h. Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the "premises" or in the open (including property inside "vehicles") within 1,000 feet of the "premises", used for making additions, alterations or repairs to buildings or structures at the "premises";
  - i. Paved surfaces such as sidewalks, patios or parking lots;
  - j. Air cascade units that are not designed to be used off "premises"; and
  - k. Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open.
- "Real property" does not include:
- (1) Land;
  - (2) Water;
  - (3) Excavations, grading, or filling; or
  - (4) Trees, shrubs, plants and lawns except as described in **SECTION II. COVERAGE EXTENSIONS**.
26. "Remediation expenses" are expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of "pollution conditions" to the extent required by:
- a. Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof, enacted to address "pollution conditions"; or
  - b. A legally executed state voluntary program governing the cleanup of "pollution conditions".

27. "Replacement cost" is the amount it would take, following direct physical loss or damage, to replace property with property of the same kind and quality, determined at the time of loss, without deduction for deterioration, depreciation or obsolescence. But:
  - a. "Replacement cost" does not include costs arising out of the enforcement of any ordinance or law regulating the construction, use or repair of any property, or requiring the tearing down of any property, or the cost of removing its debris; and
  - b. "Replacement cost" does not apply to "stock".
28. "Securities" means negotiable and non-negotiable instruments or contracts that represent property or obligations to pay "money". Stamps, including revenue stamps, are "securities"; so are tokens and tickets. However, stamps are covered only for their face value. "Money" is not considered to be "securities".
29. "Sinkhole collapse" means sudden sinking or collapse of land into underground empty space created by the action of water on limestone or similar rock formations. "Sinkhole collapse" does not include the cost of filling sinkholes.
30. "Software" includes all forms of computer programs, computer code, and computer readable data employed in your "operations". It also includes the media on which computer programs, computer code, or computer readable data are electronically or optically recorded such as magnetic tapes, hard disks, floppy disks, compact disks or digital video disks.
31. "Specified cause of loss" means fire, lightning, windstorm or hail, explosion, riot or civil commotion, "vehicles" or aircraft, smoke, sonic boom, vandalism and malicious mischief, "sprinkler leakage", "sinkhole collapse", "volcanic action", falling objects, weight of ice, snow or sleet, or water damage. Water damage means only accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam. "Specified cause of loss" does not include "remediation expenses" resulting from the spilling or dripping of gasoline, diesel fuel or other pollutants while being delivered by "vehicles" into storage tanks or other repositories, and/or when "vehicles" are being fueled.
32. "Sprinkler leakage" means leakage or discharge of any substance from an automatic "sprinkler system". It includes the collapse or fall of a tank that is part of a plumbing or an automatic "sprinkler system". It also includes damage caused by breakage or freezing to parts of an automatic "sprinkler system" installed in a building, if "sprinkler leakage" results from such damage.
33. "Sprinkler system" means an automatic fire protection system. Sprinkler heads, discharge nozzles and ducts, pipes, valves, fittings, tanks, tank parts and supports, pumps, and private fire protection systems which are connected to the "sprinkler system" are considered to be part of the system. So are non-automatic fire protection systems, hydrants, standpipes, and hose outlets supplied from the automatic fire protection "sprinkler system".
34. "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.
35. "Vacant" when referring to a building means that the building doesn't contain the "personal property" used in the operations ordinarily conducted there.
36. "Valuable papers and records" are documents that are written, printed, or otherwise inscribed. These include:
  - a. Books, manuscripts, abstracts, maps and drawings;
  - b. Film and other photographically produced records, such as slides and microfilm; and
  - c. Legal and financial agreements such as deeds and mortgages.But "valuable papers and records" do not include "money" or "securities".

37. "Vehicle" means vehicles or their parts, accessories, and equipment if the vehicles are required by law to be licensed for highway use.
38. "Vehicle stock" means parts and accessories used for your "vehicles". "Vehicle stock" includes but is not limited to tires, batteries, light bars, mobile radios, and auto parts used for "vehicle" maintenance. "Vehicle stock" does not include portable firefighting, ambulance, or rescue related equipment, including portable communications equipment, commonly used in fire and rescue operations away from your "premises".
39. "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.
- But "volcanic action" does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to covered property.
40. "War" means any of the following:
- 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.
41. "Watercraft" means any watercraft, including its motor, parts, accessories and equipment, except for rowboats and canoes that are out of the water and on your "premises".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CRISIS INCIDENT RESPONSE COVERAGE

This endorsement modifies insurance provided under the following:

### PROPERTY COVERAGE PART

#### SCHEDULE

**Crisis Incident Limit of Insurance:**                      **\$ 25,000 Any One Crisis Incident**

#### A. Crisis Response Management Expense

We will pay "crisis response management expense" incurred by you as a result of a covered "crisis incident".

#### B. Post-Crisis Counseling Services

We will pay expenses incurred by you for "post-crisis counseling services" provided to your "member(s)" following a covered "crisis incident".

#### C. Loss Payment

The most we will pay in any one "crisis incident" is the lesser of:

1. The actual cost you incur for all "crisis response management expense" and "post-crisis counseling services"; or
2. The Crisis Incident Limit of Insurance shown in the Schedule above.

The "crisis response management expense" and the cost for "post-crisis counseling services" must be incurred and submitted within 12 months of the first published news media report. The expiration of this policy will not reduce the 12 month period.

#### D. Deductible

No deductible applies to this coverage.

#### E. Definitions

1. "Crisis incident" means any of the following acts that result in significant "news media coverage" of the named insured:
  - a. An actual, attempted, or threatened violent act occurring at a "premises" committed with malicious intent to cause "serious bodily injury" or death to a person or person(s); the abduction or kidnapping of a person from a "premises"; or a sexual assault at a "premises".
  - b. A criminal act which is alleged to have been committed by a "member" of your organization, including but not limited to arson, theft, or sexual assault.
  - c. The performance of your "operations" in response to an "emergency situation".All related acts committed by one or more individual(s) shall be considered one "crisis incident."

2. "Crisis response management expense" means the reasonable and necessary expense charged by an independent public relations or other crisis communications firm to restore your public image that has been damaged by a covered "crisis incident".
3. "Member" means a volunteer or "employee" of the Named Insured.
4. "News media coverage" means an oral or written publication, in any manner, by a news organization.
5. "Post-crisis counseling services" means the reasonable and necessary expense you incur for independent professional counseling or pastoral services provided to your "member(s)" as a result of emotional strain due to a covered "crisis incident" involving one of the following:
  - a. the death or "serious bodily injury" of another "member" or "member's" family member;
  - b. three or more deaths; or
  - c. the death or "serious bodily injury" of a child."Post-crisis counseling services" will not be provided to any "member" who was responsible for, or participated in acts described in **1.a.** or **1.b.** above.
6. "Serious bodily injury" means any injury to a person that creates substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

#### **F. Other Provisions**

The coverage provided by this endorsement is separate from any other property coverage provided by the coverage part to which it is attached. However, **Section V. Conditions** and **Section VI. Definitions** of the Property Coverage Form will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### PROPERTY COVERAGE FORM

**Section II. Coverage Extensions, 16.b.(5) Off-“Premises” Accidents**, is deleted and replaced by the following:

(5) Off-"Premises" Accidents

Coverage is extended to apply to an accident to the following types of equipment, whether mobile/portable or permanently mounted on a "vehicle", anywhere in the "policy territory":

- (a) Mobile cascade units;
- (b) Mobile electrical generators;
- (c) Portable pumping units; and
- (d) Portable extrication devices, such as jaws-of-life, whether hydraulic or air powered.

This additional coverage is not subject to the definition of "covered equipment" (**Section II. Coverage Extensions, 16.a.(c)**) to the extent that the definition conflicts with the coverage provided for Off-"Premises" Accidents. However, in no event will we pay for an accident to a "vehicle's" drivetrain, driveline, or fire pump.

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

**TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

PROPERTY COVERAGE PART

**A. The following provisions are added to Extension 16. Equipment Breakdown:**

e. Defense

If a claim or "suit" is brought against you alleging that you are liable for damage to the property of another in your care, custody or control that was directly caused by an "accident" to "covered equipment", we will either:

- (1) Settle the claim or "suit"; or
- (2) Defend you against the claim or "suit" but keep for ourselves the right to settle it at any point.

f. Supplementary Payments

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

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within the Limits of Insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
- (4) All costs taxed against you in any "suit" we defend.
- (5) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limits of Insurance shown in the Declarations.

These payments will not reduce the Limits of Insurance.

g. Legal Action Against Us

- (1) Except as provided in Paragraph (2), no one may bring a legal action against us under this coverage unless:
  - (a) There has been full compliance with all the terms of this policy; and
  - (b) The action is brought within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action; and
  - (c) 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 a final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

- (2) With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, no one may bring a legal action against us under this Coverage Part unless:
  - (a) There has been full compliance with all the terms of this coverage; and
  - (b) The action is brought within the earlier of the following:
    - (1) Two years and one day from the date we accept or reject the claim; or
    - (2) Three years and one day from the date of the loss or damage that is the subject of the claim.

h. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of an obligation under this coverage.

i. "Suit" means a civil proceeding and includes:

- (1) An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

**B.** Exclusion 7. **Building Settlement** is deleted and replaced with the following:

7. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs, ceilings, curbs, fences, retaining walls or swimming pools.

**C.** The following is added to Exclusion 21. **Faulty Design and Workmanship** and applies only to loss or damage to "real property" being constructed, remodeled, or renovated:

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused by use of defective material or methods, or faulty design, plans, specifications or workmanship, in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**D.** The following is added to **B. Valuation – Coverage A. "Real Property"** and **E. Valuation – COVERAGE EXTENSIONS** of **SECTION IV. WHAT WE WILL PAY**:

**§862.053. Policy a Liquidated Demand.** A fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. The provisions of this article shall not apply to "personal property".

**E.** Item 2. **Appraisal** of **SECTION V. CONDITIONS** is deleted and replaced with the following:

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 and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. Each appraiser will state 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 as to the amount of loss. 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:

- (1) You will still retain your right to bring a legal action against us, subject to the provisions of the **Legal Action Against Us** Condition; and
- (2) We will still retain our right to deny the claim.

F. Paragraphs (2) and (7) in item 5. **Duties in the Event of Loss or Damage** of **SECTION V. CONDITIONS** are deleted and replaced by the following:

(2) Give us prompt notice of the loss or damage. Include a description of the property involved. However, with respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim, except that a claim may be filed after the first anniversary of the date of the loss or damage for good cause shown by the person filing the claim.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.

G. Item 7. **Legal Action Against Us** of **SECTION V. CONDITIONS** is deleted and replaced with the following:

**7. Legal Action Against Us**

- a. Except as provided in Paragraph b., 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 and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.
- b. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, 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; and
  - (2) The action is brought within the earlier of the following:
    - (a) Two years and one day from the date we accept or reject the claim; or
    - (b) Three years and one day from the date of the loss or damage that is the subject of the claim.

H. Item 8. **Loss Payment** of **SECTION V. CONDITIONS** is amended as follows:

Paragraph b. is replaced by the following:

b. **Claims Handling.** Within 15 days after we receive written notice of claim, we will:

- (1) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (2) Begin any investigation of the claim; and
- (3) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in (a) through (d) above, within:

- i. 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- ii. 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

Paragraph f. is replaced by the following:

- f. We will pay for covered loss or damage within 5 business days after:
  - (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this coverage part, we will make payment within 5 business days after the date you have complied with such terms.

The following two paragraphs are added:

- g. **Catastrophe Claims.** If a claim results from a weather-related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in paragraphs b. and f. above are extended for an additional 15 days.

Catastrophe or major natural disaster means a weather-related event which:

- (1) is declared a disaster under the Texas Disaster Act of 1975; or
- (2) is determined to be a catastrophe by the State Board of Insurance.

- h. The term business day, as used in this **Loss Payment** condition, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

**I. Item 9. Mortgage Holders of SECTION V. CONDITIONS** is amended as follows:

Paragraph d. is replaced by the following:

- 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 mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - (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 91 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 mortgage holder.

All of the terms of this coverage part will then apply directly to the mortgage holder.

Paragraph f. is replaced by the following:

- f. If this coverage part is cancelled, we will give the mortgage holder named in the Declarations written notice of cancellation.

If we cancel this coverage part, we will give written notice to the mortgage holder at least:

- (1) 14 days before the effective date of cancellation if we cancel for your non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

If you cancel this coverage part, we will give the mortgage holder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## CRIME COVERAGE PART DECLARATIONS

Estimated Coverage Part Premium: \$ 448.00

Taxes, Fees and Surcharges:

Total Premium: \$ 448.00

## Crime Forms

See Schedule of Forms and Endorsements.

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**CRIME COVERAGE PART DECLARATIONS**

**Public Employee Dishonesty – Blanket Per Employee**

Covered Entity:  
HARRIS COUNTY ESD #1

Limit of Insurance	Deductible	Faithful Performance
\$ 100,000	None	Yes

**SPECIFIC EXCESS LIMIT OF INSURANCE – NAME SCHEDULE**

<u>Names of Covered "Employees"</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
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**SPECIFIC EXCESS LIMIT OF INSURANCE – POSITION SCHEDULE**

<u>Titles of Positions / Name of Covered Entities</u>	<u>Number of "Employees" in Each Position</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
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Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## CRIME COVERAGE PART DECLARATIONS

### Public Employee Dishonesty – Position Schedule

Covered Entity:  
HARRIS COUNTY ESD #1

Position Title	# in Position	Limit of Insurance	Deductible	Faithful Performance
TREASURER	1	\$ 100,000	None	Yes

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**CRIME COVERAGE PART DECLARATIONS**

**Forgery or Alteration**

Covered Entity:  
HARRIS COUNTY ESD #1

Limit of Insurance	Deductible
\$ 100,000	None

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**CRIME COVERAGE PART DECLARATIONS**

**Computer Fraud**

Covered Entity:  
HARRIS COUNTY ESD #1

Limit of Insurance	Deductible
\$ 100,000	None



Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## CRIME COVERAGE PART DECLARATIONS

### Fraudulent Impersonation Coverage

Covered Entity:

HARRIS COUNTY ESD #1

Limit of Insurance	Deductible
\$100,000	None

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**CRIME COVERAGE PART DECLARATIONS**

**Identity Fraud Expense**

Covered Entity:  
HARRIS COUNTY ESD #1

Limit of Insurance

Deductible

\$ 25,000

None

Persons Not Covered

# PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM (Coverage Form P - Position Schedule)

## SCHEDULE

Titles of Covered Positions	Number of "Employees" Each Position	Limit of Insurance Each "Employee"	Deductible Amount
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[If no entry appears above, the information required to complete this coverage form will be shown in the Declarations as applicable to this coverage form.]

### A. COVERAGE

We will pay for loss of, and loss from damage to, covered property resulting directly from the covered cause of loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

**Employees Temporarily Outside Coverage Territory:** We will pay for loss caused by any "employee" you engage to perform the duties of a position shown in the schedule while that "employee" is temporarily outside the territory specified in General Condition B.16. for a period not more than 120 days.

### B. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the schedule.
2. Regardless of the number of years this insurance applies as respects a specific "employee", the most we will pay in total is the largest Limit of Insurance applicable to that "employee" even though:
  - a. The coverage for that "employee" is not continuous because it has been cancelled for one or more periods; or
  - b. The Limit of Insurance applicable to that "employee" is changed.
3. The following provisions also apply:
  - a. The most we will pay for an "employee" serving in more than one position is the largest Limit of Insurance in effect and applicable to any one of those positions at the time loss is discovered.
  - b. If at the time loss is discovered there are more "employees" serving in a covered position than the number of "employees" listed opposite that position in the schedule, the Limit of Insurance applicable to that position will be reduced. The reduced Limit of Insurance will be computed by multiplying the limit shown in the schedule by a factor obtained by dividing the number of "employees" shown in the schedule by the actual number of "employees" serving in that position at the time loss is discovered.

### C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the schedule. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.
2. You must:
  - a. Give us notice as soon as possible of any loss of the type insured under this coverage form even though it falls entirely within the deductible amount; and
  - b. Upon our request, give us a statement describing the loss.

### D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
  - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
  - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.But if you can prove in the absence of such computations that you have sustained a covered loss, you may offer your inventory records and actual physical count of inventory in support of other evidence as to the amount of loss claimed.
  - c. **Damages:** Damages for which you are legally liable as a result of:
    - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
    - (2) The tortious conduct of an "employee", except conversion of property of other parties held by you in any capacity.
2. **Additional Conditions**
  - a. **Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":
    - (1) Immediately upon discovery by you or any official or "employee" authorized to manage, govern or control your "employees", of any 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 you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.
  - b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.
  - c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.
  - d. **Consolidation - Merger:** The **Consolidation - Merger** General Condition does not apply to this coverage form.
3. **Additional Definitions**
  - a. "Employee" means any person you engage to perform the duties of a position shown in the schedule. The "employee" General Definition does not apply to this coverage form.

- b. "Employee dishonesty" in paragraph A.2. means only dishonest acts committed by an identified "employee" acting alone or in collusion with other persons, with the manifest intent to:
  - (1) Cause you, or the rightful owners of any covered property included in paragraph B.12. **Ownership of Property; Interests Covered** of the Crime General Provisions, to sustain loss; and also
  - (2) Obtain financial benefit (other than employee benefits known to you, approved by you, and earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
    - (a) The "employee"; or
    - (b) Any person or organization intended by the "employee" to receive that benefit.
- c. "Occurrence" means all loss caused by each "employee", whether the result of a single act or a series of acts.

# PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM

## (Coverage Form P - Blanket Per Employee)

### A. COVERAGE

We will pay for loss of, and loss from damage to, covered property resulting directly from the covered cause of loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

**Employees Temporarily Outside Coverage Territory:** We will pay for loss caused by any "employee" while temporarily outside the territory specified in General Condition B.16. for a period not more than 120 days.

### B. LIMIT OF INSURANCE

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

### C. DEDUCTIBLE

1. We will not pay for loss in any one "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.
2. You must:
  - a. Give us notice as soon as possible of any loss of the type insured under this coverage form even though it falls entirely within the deductible amount; and
  - b. Upon our request, give us a statement describing the loss.

### D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:
  - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
  - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.But if you can prove in the absence of such computations that you have sustained a covered loss, you may offer your inventory records and actual physical count of inventory in support of other evidence as to the amount of loss claimed.
  - c. **Bonded Employee:** Loss caused by any "employee" required by law to be individually bonded.

- d. **Treasurer or Tax Collector:** Loss caused by a treasurer or tax collector by whatever name known.
  - e. **Damages:** Damages for which you are legally liable as a result of:
    - (1) The deprivation or violation of the civil rights of any person by an “employee”; or
    - (2) The tortious conduct of an “employee”, except conversion of property of other parties held by you in any capacity.
2. **Additional Conditions:**
- a. **Cancellation As To Any Employee:**  
This insurance is cancelled as to any “employee”:
    - (1) Immediately upon discovery by you of any 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 you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.
  - b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.
  - c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.
3. **Additional Definitions:**
- a. “Employee dishonesty” in paragraph A.2. means only dishonest acts committed by an “employee,” whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
    - (1) Cause you, or the rightful owners of any covered property included in paragraph B.12. **Ownership of Property; Interests Covered** of the Crime General Provisions, to sustain loss; and also
    - (2) Obtain financial benefit (other than employee benefits known to you, approved by you, and earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
      - (a) The “employee”; or
      - (b) Any person or organization intended by the “employee” to receive that benefit.
  - b. “Occurrence” means all loss up to the Limit of Liability caused by each “employee”, whether the result of a single act or a series of acts.

# FORGERY AND ALTERATION COVERAGE FORM

## A. COVERAGE

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

1. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - a. Made or drawn by or drawn upon you;
  - b. Made or drawn by a person or persons acting as your agent;or that are purported to have been so made or drawn.
2. **Covered Cause of Loss:** "Forgery" or alteration of, on or in any covered instrument.
3. **Coverage Extension**

**Legal Expenses:** If you are sued for refusing to pay any covered instrument 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 under this extension is in addition to the Limit of Insurance applicable to this insurance.

## B. LIMIT OF INSURANCE

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

## C. DEDUCTIBLE

We will not pay for loss in any one "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. The deductible amount will not apply to any legal expenses paid under the Coverage Extension.

## D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
  - a. **Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees, or authorized representatives:
    - (1) Whether acting alone or in collusion with other persons; or
    - (2) Whether while performing services for you or otherwise.
  - b. **Legal Expenses**

Expenses related to any legal action, except as provided under the Coverage Extension.
2. **Additional Conditions**
  - a. **Facsimile Signatures:** We will treat signatures that are produced or reproduced electronically, mechanically or other means the same as handwritten signatures.



- b. **General Amendment:** As respects this coverage form, all references to covered property in the Crime General Provisions mean covered instruments.
- 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 you sustain anywhere in the world. The Territory General Condition does not apply to this coverage form.

### 3. Additional Definitions

- a. "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.
- b. "Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

## CRIME GENERAL PROVISIONS

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

Throughout this coverage part the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we,” “us” and “our” refer to the Company providing this insurance.

Various provisions of this coverage part refer to knowledge held or obtained by you, or discovery made by you. Under these provisions, knowledge or discovery by you means knowledge held or obtained, or discovery made, by any natural person who is:

1. An officer of any corporation which is a Named Insured under this policy;
2. An elected or appointed official of any governmental entity, including an official or employee of any unnamed governmental entity authorized to manage, govern or control your “employees”; or
3. An officer, official, director, trustee, commissioner, board member or administrator of any plan, trust, union, association, club, auxiliary or other organization which is a Named Insured under this policy.

Words and phrases in quotation marks are defined in this coverage part.

Unless stated otherwise in any Crime coverage form, declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime coverage forms making up this coverage part.

### A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You:** Loss resulting from any dishonest or criminal act committed by you whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or “occurrence” covered by this insurance including, but not limited to, loss resulting from:
  - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property.
  - b. 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 insurance.
  - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

## B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
  - a. This insurance;
  - b. The covered property;
  - c. Your interest in the covered property; or
  - d. A claim under this insurance.
2. **Consolidation - Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:
  - a. Any additional persons become "employees"; or
  - b. You acquire the use and control of any additional premises;any insurance afforded for "employees" or premises also applies to those additional "employees" and premises for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or premises. Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or premises. Such automatic termination shall be retroactive to the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.
3. **Coverage Extensions:** Unless stated otherwise in the coverage form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the coverage or coverage section.
4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, covered property you must:
  - a. Notify us as soon as possible.
  - b. Submit to examination under oath at our request and give us a signed statement of your answers.
  - c. Give us a detailed, sworn proof of loss within 120 days.
  - d. Cooperate with us in the investigation and settlement of any claim.
5. **Extended Period to Discover Loss:** We will pay for covered loss discovered no later than one year from the end of the policy period. However, if:
  - a. You obtain replacement insurance not issued by us or any affiliate; and
  - b. Such loss is covered by your replacement insurance; and
  - c. Your replacement insurance provides an extended period to discover loss of less than one year or does not provide an extended period to discover loss;we will pay only for covered loss discovered no later than the number of days equal to any extended period to discover loss provided by such replacement insurance. If such replacement insurance does not provide an extended period to discover loss, we will not provide this Extended Period to Discover Loss.
6. **Joint Insured**
  - a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any insured or officer of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
  - c. An "employee" of any insured is considered to be an "employee" of every insured.
  - d. If this insurance or any of its coverages is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.
  - e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.
7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance; and
  - b. Until 90 days after you have filed proof of loss with us; and
  - c. Unless brought within 2 years from the date you discover the loss.
8. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
  - b. The sum of the limits of insurance applicable to those coverages.
9. **Loss Covered Under This Insurance and/or Prior Insurance**
- a. If any loss is covered:
    - (1) Partly by this insurance; and
    - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
 the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
  - b. If any loss is covered:
    - (1) Partly by this insurance; and
    - (2) Partly by any prior cancelled or terminated insurance issued to you or any predecessor in interest by any carrier other than us or any affiliate:
      - (a) Any deductible amount applicable to such loss will be reduced by any deductible amount applicable or sustained by you under the prior insurance; and
      - (b) The Limit of Insurance applicable to such loss will be reduced by any amount paid or payable to you under the prior insurance.
  - c. If you or any predecessor in interest sustained loss during the period of any prior insurance, and you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
    - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
    - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
 The insurance under this paragraph c. is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under this insurance as of its effective date, or the prior insurance had it remained in effect.
10. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force, the number of premiums paid or the duration of any loss, no Limit of Insurance or deductible amount applicable to any coverage of this insurance cumulates from year to year or period to period.

11. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. But this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
12. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:
- a. That you own or hold; or
  - b. For which you are legally liable.
- However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
13. **Policy Period**
- a. The policy period is shown in the Declarations.
  - b. Except as provided by the **Loss Covered Under This Insurance and/or Prior Insurance** General Condition, we will pay only for loss that you sustain through acts committed or events occurring during the policy period.
14. **Records:** You must keep records of all covered property so we can verify the amount of any loss.
15. **Recoveries**
- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
    - (1) To you, until you are reimbursed for any loss that you sustain that would be covered under this insurance, but that exceeds the Limit of Insurance and the deductible amount, if any;
    - (2) Then to us, until we are reimbursed for the settlement made;
    - (3) Then to you, until you are reimbursed for that part of the loss equal to the deductible amount, if any.
  - b. Recoveries do not include any recovery:
    - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
    - (2) Of original "securities" after duplicates of them have been issued.
16. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, its territories and possessions, Puerto Rico or Canada.
17. **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.
18. **Valuation - Settlement**
- a. Subject to the applicable Limit of Insurance provision we will pay for:
    - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
      - (a) At face value in the "money" issued by that country; or
      - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

- (2) Loss of "securities" 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 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:
    - i. The value of the "securities" at the close of business on the day the loss was discovered; or
    - ii. The Limit of Insurance.
- (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the premises for not more than the:
  - (a) Actual cash value of the property on the day the loss was discovered;
  - (b) Cost of repairing the property or premises; or
  - (c) Cost of replacing the property with property of like kind and quality.

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

## C. GENERAL DEFINITIONS

- 1. "Employee" means:
  - a. Any natural person:
    - (1) While in your service (and for 30 days after termination of service); and
    - (2) Whom you compensate directly by salary, wages or commissions; and
    - (3) Whom you have the right to direct and control while performing services for you; or
  - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you; or
  - c. Any natural person who is a non-compensated officer or any other volunteer of any volunteer fire, ambulance, or other emergency service or auxiliary organization which is a Named Insured under this policy, while such officer or volunteer is subject to your direction and control and performing services for you; or
  - d. Any natural person who is an elected or appointed supervisory official of any governmentally operated fire, ambulance or other emergency service organization which is a Named Insured under this policy, while such official is performing services for you; or
  - e. Any natural person who is a director, trustee, commissioner or board member of any organization which is a Named Insured under this policy, while such director, trustee, commissioner or board member is performing services for you.

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (2) Director, trustee, commissioner or board member:
    - (a) With respect to his or her official duties as your director, trustee, commissioner or board member; or
    - (b) While executing specific acts mandated or authorized by a resolution of your board of directors, board of trustees or board of commissioners.
2. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
3. "Property other than money and securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime coverage form as Property Not Covered.
4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other 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 "securities" does not include "money".

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

## **TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

### **CRIME COVERAGE PART**

**A.** The following is added to **GENERAL CONDITION 18. Valuation – Settlement** of the **CRIME GENERAL PROVISIONS** form:

d. In the event arbitration is utilized, each party will select a competent and impartial arbitrator. The two arbitrators will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The arbitrators will state separately the value of the property and amount of loss. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

**B.** The following **GENERAL CONDITION** is added to the **CRIME GENERAL PROVISIONS** form:

### **19. Loss Payment**

#### **a. Claims Handling**

(1) Within 15 days after we receive written notice of a claim, we will:

- (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (b) Begin any investigation of the claim; and
- (c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(2) We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in (2)(a) through (2)(d) above, within:

- (i) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (ii) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.



If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

- b. We will pay for covered loss or damage within 5 business days after:
  - (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

- c. Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in a. and b. above are extended for an additional 15 days.

Catastrophe or major natural disaster means a weather related event which is:

- (1) Declared a disaster under the Texas Disaster Act of 1975; or
  - (2) Determined to be a catastrophe by the State Board of Insurance.
- d. The term business day, as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

# ADDITIONAL COVERAGES

## COMPUTER AND FUNDS TRANSFER FRAUD AND FRAUDULENT IMPERSONATION

### SCHEDULE

Coverage	Limit of Insurance	Deductible Amount
<b>Computer and Funds Transfer Fraud</b>	<b>\$ per Occurrence</b>	<b>\$ per Occurrence</b>
<b>Fraudulent Impersonation</b>	<b>\$ per Occurrence</b>	<b>\$ per Occurrence</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. COMPUTER AND FUNDS TRANSFER FRAUD COVERAGE

1. We will pay for loss you sustain arising directly out of the loss of or damage to "money", "securities" and "property other than money and securities" resulting directly from:
  - a. A fraudulent:
    - (1) Entry of "electronic data" or "computer program" into; or
    - (2) Change of "electronic data" or "computer program" within;
 any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **A.1.a.(1)** and **A.1.a.(2)** above:
    - (a) "Money", "securities" or "property other than money and securities" to be transferred, paid or delivered; or
    - (b) Your account at a "financial institution" to be debited or deleted.
  - b. A "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.
2. As used in Paragraph **A.1.a.**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Coverage.

#### B. FRAUDULENT IMPERSONATION COVERAGE

1. We will pay for loss you sustain arising directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by an "employee", "customer" or "vendor" but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "employee", "customer" or "vendor".
2. Verification

If the Limit of Insurance for Fraudulent Impersonation shown in the Schedule on this endorsement is \$100,000 or greater, the following is a precondition to coverage under this endorsement:

You shall verify all "transfer instructions" for amounts greater than or equal to \$25,000. This verification will be in accordance with a pre-arranged callback or other established verification procedure before acting upon any such "transfer instruction".

### C. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" for Computer and Funds Transfer Fraud Coverage is the applicable Limit of Insurance shown in the Schedule.
2. The most we will pay for loss in any one "occurrence" for Fraudulent Impersonation Coverage is the applicable Limit of Insurance shown in the Schedule.

If any loss is covered under more than one Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Coverages.

### D. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Schedule on this endorsement. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.

### E. EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions** applicable to **A. Computer and Funds Transfer Fraud Coverage** and **B. Fraudulent Impersonation Coverage**:

We will not pay for loss as specified below:

- a. **Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees, or authorized representatives:

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

- b. **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 Paragraph **A.2.**

- c. **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.

- d. **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.

2. **Additional Exclusions** applicable to **A. Computer and Funds Transfer Fraud Coverage:**

We will not pay for loss as specified below:

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 Paragraph **A.2.**

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 "property other than money and securities"; or
- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under **Paragraph A.1.b.** or **A.2.**

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.

3. The Territory Condition, under Section **E. Conditions**, is replaced by the following as respects **B. Fraudulent Instruction Coverage:**

**Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

4. **Additional Definitions**

a. "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".

b. "Computer system" means:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
- (2) Systems and applications software; and
- (3) Related communications networks;

by which "electronic data" is collected, transmitted, processed, stored or retrieved.

c. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.

- d. "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.
- e. "Financial institution" means:
  - (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.
- f. "Fraudulent instruction" means:
  - (1) With regard to Paragraph **A.1.(b)**:
    - (a) A computer, 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; or
    - (b) A written instruction (other than those covered under Paragraph **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.
  - (2) With regard to Paragraph **A.2.:**

A computer, 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 A. Computer and Funds Transfer Fraud Coverage, which instruction in fact was fraudulently issued by your computer software contractor.
- g. "Occurrence" means:
  - (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 others, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under the Crime General Provisions, General Condition 9.
- h. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and securities:
  - (1) By means of computer, telefacsimile, telephone or other electronic instructions; or
  - (2) By means of written instructions (other than a check, draft, promissory note, or similar written promise, order or direction to pay a sum certain in "money") establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
- i. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- j. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.

**5. Revised Definitions:**

- a. With regard to A. Computer and Funds Transfer Fraud Coverage, the following is added to the definition of "money" in the General Crime Provisions:
  3. Deposits in your account at a "financial institution" as defined in Paragraph **E.4.e.**
- b. As respects the coverage provided by this endorsement, the following is added to the definition of "property other than money and securities" in the General Crime Provisions:

"Property other than money and securities" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.

# IDENTITY FRAUD EXPENSE COVERAGE FORM

## SCHEDULE

Limit of Insurance: Deductible: Persons Not Covered:
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

### A. COVERAGE

We will pay for “expenses” you sustain incurred by:

1. You; or
2. Any “employee”;  
resulting directly from “identity fraud”.

### B. LIMIT OF INSURANCE

The most we will pay for your “expenses” resulting directly from “identity fraud” is the applicable Limit of Insurance shown in the Schedule.

### C. DEDUCTIBLE

We will not pay for “expenses” unless the amount of “expenses” exceeds the deductible amount shown in the Schedule. We will then pay the amount of “expenses” in excess of the deductible amount, up to the Limit of Insurance.

### D. EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

#### 1. **Additional Exclusion:**

“Expenses” due to “theft”, “identity fraud” or any other dishonest act committed by:

1. You;
2. Any “employee”; or
3. Any person shown in the Schedule;  
whether acting alone or in collusion with other persons.

#### 2. **Revised Exclusion:**

The **Legal Expenses** Exclusion is replaced by the following:

Expenses incurred by you which are related to any legal action, except when covered under this Coverage Form.

3. **Revised Condition:**

The following is added to the **Duties In The Event Of Loss** Condition:

You must send to us, within 60 days after our request, receipts, bills or other records that support any claim for “expenses” covered under this Coverage Form.

4. **Additional Definitions:**

a. “Expenses” means:

- (1) Advertising and public relations expenses incurred by you to restore your business reputation as a result of an “identity fraud”;
- (2) Costs incurred by you or any “employee” for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- (3) Costs incurred by you or any “employee” for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- (4) Costs incurred by you or any “employee” for obtaining credit reports;
- (5) Lost income incurred by you or any “employee” resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$250 per day. Total payment for lost income is not to exceed \$10,000 or the Limit of Insurance shown in the Schedule, whichever is less;
- (6) Loan application fees, incurred by you or any “employee” for reapplying for a loan when the original application is rejected solely because the lender received incorrect credit information;
- (7) Reasonable attorney fees to:
  - (a) Defend lawsuits brought against you by merchants, vendors, suppliers, financial institutions or their collection agencies;
  - (b) Remove any criminal or civil judgments wrongly entered against you; and
  - (c) Challenge the accuracy or completeness of any information in a consumer credit report for you;
- (8) Charges incurred by you or any “employee” for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual “identity fraud”; and
- (9) Any other reasonable expenses incurred by you or any “employee” with our written consent.

b. “Identity fraud” means the act of knowingly transferring or using, without lawful authority, a means of identification of:

- (1) Your business as shown in the Declarations; or
- (2) Any “employee”;

with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

c. “Theft” means the unlawful taking of property to the deprivation of the Insured.



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

## **FAITHFUL PERFORMANCE OF DUTY**

This endorsement applies only to:

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - NAME SCHEDULE  
PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - POSITION SCHEDULE  
PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - BLANKET PER EMPLOYEE  
PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O - BLANKET PER LOSS

The following provisions apply only to the extent that:

1. Faithful performance coverage is indicated as included in any Limit of Insurance provided for the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O - BLANKET PER LOSS or the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - BLANKET PER EMPLOYEE; or
2. Faithful performance coverage is indicated as included in any Limit of Insurance provided for any "employee" covered under the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - NAME SCHEDULE or the PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM P - POSITION SCHEDULE;

in the Crime Declarations or any amendment thereto.

- a. The following is added as a **Covered Cause of Loss**:

Failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

- b. The following **Additional Exclusion** is added:

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

- c. **Additional Condition** 2.a.(1) of the coverage form is deleted and the following substituted:

(1) Immediately upon discovery by you or any official or "employee" authorized to manage, govern or control your "employees" of any act on the part of an "employee", whether before or after becoming employed by you, which would constitute a loss covered under the terms of the coverage form, as amended by this endorsement.

- d. **Additional Condition** 2.c. of the coverage form is deleted and the following substituted:

c. **Indemnification:** We will indemnify you or any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## AUTO COVERAGE PART DECLARATIONS

**ITEM ONE:** Named Insured - Refer to the Common or Auto Policy Declarations

**ITEM TWO:** Coverage and Covered Autos

This coverage part provides only those coverages activated by a Covered Auto Symbol or a Premium shown below:

Coverage	Covered Auto Symbols	Limit of Insurance (this is the most we will pay for any one accident or loss)	Premium
Covered Autos Liability (combined single limit)	8, 9	\$1,000,000 each accident	\$ 250
Personal Injury Protection (PIP) (or equivalent no-fault coverage)	N/A	Refer to ITEM THREE and each PIP or added PIP endorsement	
Added Personal Injury Protection (or equivalent added no-fault coverage)	N/A	Separately stated in each added PIP endorsement	
Property Protection Insurance (Michigan Only)	N/A	Separately stated in the P.P.I. endorsement minus Ded. for each accident	
Auto Medical Payments	N/A	Each Insured	
Medical Expense and Income Loss Benefits (Virginia only)	N/A	Separately stated in each Medical Expense and Income Loss Benefits endorsement	
Uninsured Motorists (UM)	N/A	Refer to ITEM THREE and the Uninsured Motorists endorsement	
Underinsured Motorists (UIM) (when not included in UM coverage)	N/A	Refer to ITEM THREE and the Underinsured Motorists endorsement	
Physical Damage – Comprehensive	N/A	Refer to ITEM THREE and ITEM FOUR (if applicable)	
Physical Damage – Specified Causes of Loss	N/A		
Physical Damage – Collision	N/A		
Physical Damage – Towing and Labor	N/A	Refer to ITEM THREE	
Other Auto Coverages			
Estimated Coverage Part Premium:			\$ 250.00
Taxes, Fees and Surcharges:			
Total Premium:			\$ 250.00

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**ITEM THREE: Schedule of Your Auto Coverage**

**Auto Schedule Summary**

Veh. Num.	Year	Make	Model	PE Code	V.I.N.	Value
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Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

Vehicle #

Insured's #:

Insured Entity:

Year:  
Make:  
Model:  
V.I.N.:  
Valuation:

Use:  
Class Code:  
State:  
Territory:

Coverages:	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Premium</u>
Covered Autos Liability (combined single limit)			
Personal Injury Protection (PIP)			
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)			
Underinsured Motorists (UIM)			
Physical Damage – Comprehensive			
Physical Damage – Specified Causes of Loss			
Physical Damage – Collision			
Physical Damage – Towing and Labor			
Other Auto Coverages			
Total:			

Vehicle #

Insured's #:

Insured Entity:

Year:  
Make:  
Model:  
V.I.N.:  
Valuation:

Use:  
Class Code:  
State:  
Territory:

Coverages:	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Premium</u>
Covered Autos Liability (combined single limit)			
Personal Injury Protection (PIP)			
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)			
Underinsured Motorists (UIM)			
Physical Damage – Comprehensive			
Physical Damage – Specified Causes of Loss			
Physical Damage – Collision			
Physical Damage – Towing and Labor			
Other Auto Coverages			
Total:			

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number:VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)**

**Covered Autos Liability Coverage**

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
TX	IF ANY	\$ 2.752		\$ 92
TOTAL HIRED AUTO PREMIUM:				\$ 92

**Covered Autos Liability Coverage**

Rating Basis, Number of Days-  
(For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL HIRED AUTO PREMIUM:				

State:

**Physical Damage**

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.			

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number:VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

**ITEM FIVE: Non-Ownership Liability**

Named Insured's Business	Rating Basis	Number	Premium
EMERGENCY SERVICE ORGANIZATION	Number of volunteers / employees	1	\$ 80
Extended coverage			INCL

**Auto Forms**

See Schedule of Forms and Endorsements

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## AUTO LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

1. The following revisions are made to **Section II - Covered Autos Liability Coverage** and **Section IV - Business Auto Conditions**:

#### **VOLUNTEERS, EMPLOYEES, AND ELECTED OR APPOINTED OFFICIALS AS INSURED - NON-OWNED AUTO LIABILITY COVERAGE**

- a. **Coverage A.1., Who Is An Insured**, under **Section II - Covered Autos Liability Coverage** is modified by the addition of paragraphs **d.**, **e.** and **f.**, as follows:
  - d. Any volunteer or "employee" of yours while using a covered "auto" you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".
  - e. Your elected or appointed officials while using a covered "auto" you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".
  - f. Your commissions, authorities, boards or agencies, their commissioners, officers and members while using a covered "auto" you don't own, hire or borrow, but only while acting within the authority granted by you and only while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".

#### **OWNER OF TEMPORARY SUBSTITUTE AUTO AS AN INSURED - PRIMARY BASIS**

- b. **Coverage A.1., Who Is An Insured**, under **Section II - Covered Autos Liability Coverage** is modified by the addition of paragraph **g.**, as follows:
  - g. The owner or anyone else from whom you rent, lease or borrow a substitute "auto" is an "insured" but only for that covered "auto". The substitute must be for a similar scheduled "auto" which is out of normal use because of its breakdown, repair, servicing, loss or destruction.
- c. The following paragraph is added to **B.5., Other Insurance of Section IV - Business Auto Conditions**:
  - e. Notwithstanding condition **5.a.** and **5.d.** above, a substitute "auto" as described under paragraph **g.** of **Section II - Covered Autos Liability Coverage, Coverage A.1., Who Is An Insured**, is deemed a covered "auto" you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such "auto".

## **OWNER OF COMMANDEERED AUTO AS AN INSURED - PRIMARY BASIS**

- d. **Coverage A.1., Who Is An Insured**, under **Section II - Covered Autos Liability Coverage** is modified by the addition of paragraph **h.**, as follows:
  - h. The owner of a “commandeered auto” is an “insured” while the “auto” is in your temporary care, custody or control and is being used as part of an “emergency situation”.
- e. The following paragraph is added to **B.5., Other Insurance of Section IV - Business Auto Conditions**:
  - f. Notwithstanding condition **5.a.** and **5.d.** above, a “commandeered auto” is deemed a covered “auto” you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such “auto”.

## **2. The following revisions are made to **Section II - Covered Autos Liability Coverage**:**

### **ADDITIONAL INSURED - AUTOMATIC STATUS**

- a. **Coverage A.1., Who Is An Insured**, is modified by the addition of paragraph **i.**, as follows:
  - i. Any person or organization for whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional “insured” on your policy, but only to the extent that person or organization qualifies as an “insured” under **Coverage A.1., Who Is An Insured**.  
  
Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional “insured” whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be primary in which case any other insurance available to the additional “insured” shall be considered excess and non-contributing.

### **ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST**

- b. **Coverage A.2.a.(4), Coverage Extensions, Supplementary Payments**, is replaced by the following:
  - (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$300 a day because of time off from work.

### **EXPECTED OR INTENDED INJURY**

- c. **Exclusion B.1., Expected Or Intended Injury**, is replaced by the following:  
“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”. This exclusion does not apply to expected or intended “bodily injury” or “property damage” resulting from actions taken to protect persons or property and arising out of the use of a covered “auto”.

### **BODILY INJURY TO VOLUNTEER EMERGENCY SERVICE PROVIDERS**

- d. **Exclusion B.4., Employee Indemnification And Employer's Liability**, is amended by the addition of paragraphs **c.** and **d.**, as follows:
  - c. Any volunteer, if you provide or are required to provide any benefits for such volunteer under any Workers' Compensation or disability benefits law or under any similar law.
  - d. The spouse, child, parent, brother or sister of that volunteer as a consequence of paragraph c. above.

### **BODILY INJURY TO FELLOW VOLUNTEERS OR EMPLOYEES**

- e. **Exclusion B.5., Fellow Employee**, is deleted.



3. The following revision is made to **Section IV - Business Auto Conditions:**

**KNOWLEDGE OF ACCIDENT**

The following paragraph is added to Paragraph **A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. The failure of any agent, volunteer or “employee” of the “insured”, other than an “employee” authorized by you to give or receive notice of an “accident”, claim, “suit” or “loss”, to notify us of any “accident” of which he or she has knowledge, shall not invalidate insurance afforded by this policy.

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

**WAIVER OF GOVERNMENTAL OR CHARITABLE IMMUNITY  
ENDORSEMENT – PROPERTY DAMAGE**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

We will waive, both in the adjustment of claims and in the defense of any "property damage" suit against the "insured", any charitable or governmental immunity of the "insured", unless the "insured" requests in writing that we not do so.

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

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

## **CARE, CUSTODY OR CONTROL EXCLUSION ENDORSEMENT**

**This endorsement modifies insurance provided under the following:**

### **BUSINESS AUTO COVERAGE FORM**

LIABILITY COVERAGE is changed as follows:

B. Exclusion 6., CARE CUSTODY OR CONTROL, is deleted and replaced by:

6. CARE, CUSTODY OR CONTROL

This insurance does not apply to "property damage" to or "covered pollution cost or expense" involving property owned, transported by, or in the care, custody or control of the Named Insured.

The exclusion does not apply to "property damage" to a building and its contents or garage and its contents rented to, used by, or in the care, custody or control of the Named Insured. This exclusion also does not apply to property owned by an "insured" other than the Named Insured or to property transported by or in the care, custody or control of an "insured."

The amount payable for "property damage" to a building and its contents or garage and its contents, rented to, used by, or in the care, custody or control of the Named Insured will be subject to a \$250 deductible.

This exclusion does not apply to liability assumed under a sidetrack agreement.

The provisions of this endorsement are subject to item B.5., OTHER INSURANCE, included as a part of BUSINESS AUTO CONDITIONS.

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Authorized Agent

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

**COMMANDEERED AUTO DEFINITION ENDORSEMENT**

Named Insured HARRIS COUNTY ESD #1	Endorsement Number
Policy Number VFNU-TR-0001761-03/000	Endorsement Effective 01/01/23
Countersigned by  (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

**SECTION V - DEFINITIONS**

The following definition is added:

“Commandeered auto” means an “auto” belonging to someone else that you seize, confiscate or take arbitrarily by force, into your temporary care, custody or control while using it as part of an “emergency situation.” “Commandeered auto” does not include an “auto” owned by or available to an employee or volunteer of your organization from whom you have tacit approval to use the “auto”.

“Emergency Situation” means an unexpected situation demanding immediate official action.

## 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.

<b>19</b>	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.
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**B. Owned Autos You Acquire After The Policy Begins**

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 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 will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If 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 load capacity of 2,000 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.

## 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**

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

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

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

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

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

#### **4. Coverage Extensions**

##### **a. Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, 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 \$20 per day, to a maximum of \$600.

## 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. 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. Premium Audit**

- a. 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.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. 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 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.

## 8. 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.



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

## TEXAS CHANGES

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

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

### A. Changes In Physical Damage Coverage

1. The following exclusion is added to Paragraph **B. Exclusions** in the **Physical Damage Coverage** section:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs **C.2.** and **C.3.** of the **Limit Of Insurance** provision under **Physical Damage Coverage** do not apply.
3. Paragraph **D. Deductible** in the **Physical Damage Coverage** section is amended by the addition of the following:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

### B. Changes In Conditions

The following condition is added:

#### Claim-handling Procedures

1. Within 15 days after we receive written notice of a claim, we will:
  - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
  - b. Begin any investigation of the claim; and

- c. Specify the information you must provide in accordance with Paragraph **b.** of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:
  - a. The claim will be paid;
  - b. The claim has been denied, and inform you of the reasons for denial;
  - c. More information is necessary; or
  - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a.** through **2.d.** above, within:

- a. 15 "business days"; or
- b. 30 days if we have reason to believe the "loss" resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
4. If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this Policy, we will make payment within five "business days" after the date you have complied with such terms.

5. We will notify the first Named Insured in writing of:
  - a. An initial offer to settle a claim made or "suit" brought against any "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given no later than the 10th day after the date on which the offer is made.
  - b. Any settlement of a claim made or "suit" brought against the "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

**C. Changes In Uninsured/Underinsured Motorists Coverage**

All references to "Uninsured Motorists Coverage" in the title or text of any Coverage Form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

**D. Changes In Trailer Interchange Coverage**

The following exclusion is added to Paragraph **B. Exclusions of Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form and to Paragraph **B.2. Exclusions** of the Motor Carrier Endorsement if attached:

**Texas Controlled Substance Act**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

**E. Changes In Garagekeepers Coverage**

If the Garagekeepers Coverage Endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, the following exclusion is added:

**Texas Controlled Substance Act**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT – BODILY INJURY TO VOLUNTEERS AND FELLOW EMPLOYEES

This endorsement modifies insurance provided under the following:

AUTO LIABILITY EXTENSION ENDORSEMENT (AU1003)

AUTO LIABILITY EXTENSION ENDORSEMENT EMERGENCY SERVICE ORGANIZATIONS (AU1023)

The paragraphs titled **“BODILY INJURY” TO VOLUNTEER EMERGENCY SERVICE PROVIDERS** and **“BODILY INJURY” TO FELLOW VOLUNTEERS OR EMPLOYEES** are hereby deleted from endorsement AU1003 or AU1023.

The following exclusion is added:

This insurance does not apply to “bodily injury” to any volunteer firefighter or other volunteer worker of the “insured” if sustained while such person is using or maintaining a covered “auto” or is otherwise engaged in other volunteer firefighting, rescue squad or ambulance corps operations of the “insured”.

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

## **PROFESSIONAL SERVICES NOT COVERED**

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.

**Covered Autos Liability Coverage** is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.

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

## **POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- 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.** 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
- b.** 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".

Paragraphs **a.** and **b.** 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:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## GENERAL LIABILITY COVERAGE PART DECLARATIONS

### Limits of Insurance

Each Occurrence or Medical Incident	\$ 1,000,000	
Medical Expense	\$ 10,000	<b>Any One Person</b>
Personal & Advertising Injury	\$ 1,000,000	
General Aggregate	\$ 10,000,000	
Products - Completed Operations Aggregate	\$ 10,000,000	
Products - Completed Operations are subject to the General Aggregate limit unless indicated otherwise		
Employers' Liability	NOT COVERED	
Bodily Injury by Accident	\$	<b>Each Accident</b>
Bodily Injury by Disease	\$	<b>Policy Limit</b>
Bodily Injury by Disease	\$	<b>Each Employee or Volunteer</b>

Estimated Coverage Part Premium: \$ 1,091.00

Taxes, Fees and Surcharges:

Total Premium: \$ 1,091.00

### General Liability Forms

See Schedule of Forms and Endorsements.

# EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY 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 coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

## SECTION I. COVERAGES

### Coverage A. Bodily Injury and Property Damage Liability

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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 for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**
- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions Applicable to Coverage A

This insurance does not apply to:

### a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

### b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. **Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

### d. **Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
- (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
- (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".



e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
  - (a) At or from premises you own, rent or occupy; or
  - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of:  
asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
  - (a) The toxic properties of lead, or any material or substance containing lead; or
  - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:
  - (a) Powered by a motor or combination of motors of 100 horsepower or less; or
  - (b) Not powered by a motor; or
  - (c) A "personal watercraft".

i. **Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**

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

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

k. **Damage To Property**

"Property damage" to:

- (1) Property you or any insured owns, rents, or occupies;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you or any insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

m. **Sexual Abuse**

"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**

Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**

"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

## **Coverage B. Personal and Advertising Injury Liability**

### **1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" 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 for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions Applicable to Coverage B

This insurance does not apply to:

- a. **Knowing Violation of the Rights of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published with Knowledge of Its Falsity**  
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior to the Policy Period**  
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**  
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.
- e. **Contractual Liability**  
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract**  
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods**  
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description of Prices**  
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret**  
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- j. **Pollution**  
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- k. **Professional Health Care Services**  
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".
- l. **Employment Practices**  
"Personal and advertising injury" arising out of your "employment practices".

m. **Asbestos**

Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**

(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:

(a) The toxic properties of lead, or any material or substance containing lead; or

(b) Electromagnetic radiation;

or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**

"Personal and advertising injury", however caused, arising directly or indirectly out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

## Coverage C. Professional Health Care Liability

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" 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 INSURANCE**; and

(2) Our right and duty to defend end 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 under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.

b. This insurance applies only if the damages are caused by a "medical incident" that takes place:

(1) During the policy period; and

(2) In the "coverage territory".

### 2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**

Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**

Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

## Coverage D. Medical Expense

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident;  
and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

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

### 2. Exclusions Applicable to Coverage D

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured.

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**

To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Professional Health Care Services**

To any person for "professional health care services" provided by you.

**h. Coverage A**

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

## **Supplementary Payments – Coverages A, B and C**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - 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.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

## SECTION II. WHO IS AN INSURED

1. If you are:
  - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
  - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
2. In addition to you, each of the following is an insured:
  - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
  - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
  - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
  - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
  - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
  - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.
3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.



4. **New Organizations.** 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 there is no other similar insurance available to that organization. However:
- 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;
  - COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
  - COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
  - COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III. LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - Insureds;
  - Claims made or "suits" brought; or
  - Persons or organizations making claims or bringing "suits".
- The General Aggregate Limit is the most we will pay for the sum of:
  - Medical expenses under **COVERAGE D**;
  - Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - Damages under **COVERAGE B**; and
  - Damages under **COVERAGE C**;for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
- The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
- Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
  - Damages under **COVERAGES A and C**; and
  - Medical expenses under **COVERAGE D**;because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".
- Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION IV. CONDITIONS

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

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

### 2. Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
  - (1) How, when and where the "occurrence", offense or "medical incident" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
- 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 injury or damage 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, other than for first aid, without our consent.
- e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.
- f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

### 3. Legal Action Against Us

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this 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 an insured; 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 insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when 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 c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
  - (b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
  - (d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;
  - (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
  - (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B or C** 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.

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:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

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 Declarations of this coverage part.

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 limit of insurance to the total applicable limits of insurance of all insurers.

**5. Representations**

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
- b. The information is based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

**6. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**7. Transfer of Rights of Recovery Against Others To Us**

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

## 8. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All other parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Emergency operations" means actions:
  - a. Which are urgent responses for protection of property, human life, health or safety; and
  - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
  - c. Which are sanctioned by:
    - (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
    - (2) An officer, volunteer member or "employee" of such organization.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
  - a. Failing to hire or refusing to hire;
  - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
  - c. Wrongful deprivation of a career opportunity, or failure to promote;
  - d. Wrongful discipline of volunteers or "employees";
  - e. Negligent evaluation of volunteers or "employees";
  - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
  - g. Failure to adopt adequate workplace or employment-related policies and procedures;
  - h. Harassment, including "sexual harassment"; or

- i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - (2) Your fulfilling the terms of the contract or agreement.
10. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
11. "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".
12. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

13. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
14. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - 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; or
    - (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 automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
  17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - a. False arrest, detention or imprisonment;
    - b. Malicious prosecution;
    - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
    - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - e. Oral or written publication in any manner of material that violates a person's right of privacy;
    - f. The use of another's advertising idea in your "advertisement"; or
    - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
19. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.  
Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
20. "Professional health care services" means:
- a. Providing medical or nursing services;
  - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
  - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
  - d. Handling of patients:
    - (1) From the place where they are accepted for movement into or onto the means of transport,
    - (2) During transport, and
    - (3) From the means of transport to the place where they are finally delivered;
  - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
  - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
  - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
21. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
22. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".



23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
  - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" 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.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
25. "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.
26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
27. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (b) 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.
28. "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:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - (2) The providing of or failure to provide warnings or instructions.

## EXCLUSION ELECTRONIC INFORMATION SECURITY EVENT

This endorsement modifies insurance provided under the following:

### GENERAL LIABILITY COVERAGE PART

1. The following exclusion applies to **Coverage A. Bodily Injury And Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, Coverage C. Professional Health Care Liability**, and any additional coverage that is provided under this General Liability Coverage Part:

This insurance does not apply to:

Any injury, damage, expense, cost, loss, liability, or legal obligation arising out of or in any way related to an "electronic information security event".

2. The following definitions are added:

"Electronic information security event" means:

- (1) Transmission of malware from your "computer system" to a third party.
- (2) The inability of an authorized user to access your web site or your "computer system" because of a denial of service attack.
- (3) A "personal identity event", but this is limited to information that is obtained or released directly from:
  - (a) Your "computer system"; or
  - (b) The "computer system" of an entity that has such information under a formal agreement with you.
- (4) A "corporate privacy event", but this is limited to information that is obtained or released directly from:
  - (a) Your "computer system"; or
  - (b) The "computer system" of an entity that has such Information under a formal agreement with you.

As used in this definition, a denial of service attack means an intentional attack on a web site or a computer network that prevents or slows down access to the web site or computer network.

"Computer system" means the following:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or hand held devices, electronic storage devices and related peripheral components;
- (2) Systems and applications software;
- (3) Communications networks (including the internet, intranets, extranets or virtual private networks) to the extent used by the items in (1) and (2) above;

by which "electronic data" is collected, transmitted, processed, stored or retrieved; and

- (4) "Computer system" includes "electronic data" that is:
  - (1) Stored on any of the items described in item (1) above; or
  - (2) Temporarily outside of the "computer system" for use by an insured or an employee of an entity that has such information under a formal agreement with you.

“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 includes such information, facts or programs only while they are in an electronic format.

“Personal identity event” means:

- (1)** Unauthorized disclosure by you of “personally identifiable information” or your failure to protect “personally identifiable information” from misappropriation.
- (2)** Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “personally identifiable information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from **(1)** above; or
- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “personally identifiable information”, but only if:
  - (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
  - (b)** The violation is not willful.

“Personally identifiable information” means any of the following in your care, custody or control:

- (1)** Information from which an individual may be uniquely and reliably identified or contacted, including an individual’s name, telephone number, social security number, drivers license number, state identification number, account relationships, account numbers, account balances, account histories, access codes, and passwords;
- (2)** Information concerning an individual that would be considered nonpublic personal information within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 as implemented and amended; and
- (3)** Information concerning an individual that would be considered protected health information within the Health Insurance Portability and Accountability Act of 1996 as implemented and amended.

“Corporate privacy event” means:

- (1)** Unauthorized disclosure by you of “confidential corporate information” or your failure to protect “confidential corporate information” from misappropriation;
- (2)** Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “confidential corporate information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from **(1)** above; or
- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “confidential corporate information”, but only if:
  - (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
  - (b)** The violation is not willful.

“Confidential corporate information” means any commercial trade secret, data, design, interpretation, forecast, formula, method, practice, process record, report or other item of information of a non-insured third party, and which is:

- (1)** In your care, custody or control;
- (2)** Not available to the general public; and
- (3)**
  - (a)** Provided to you under a mutually agreed to written confidentiality/non-disclosure agreement; or
  - (b)** Marked confidential or otherwise specifically designated in writing as confidential by such third party.

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

## **AMENDMENT – LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:

### **GENERAL LIABILITY COVERAGE PART**

Paragraphs 2. and 3. of **SECTION III. LIMITS OF INSURANCE** are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under **COVERAGE D**;
  - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under **COVERAGE B**; and
  - d. Damages under **COVERAGE C**;for each "location" owned by or rented to you.
  
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

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

## **UNMANNED AIRCRAFT COVERAGE**

This endorsement modifies insurance provided under the following:

### **GENERAL LIABILITY COVERAGE PART**

- A.** The first paragraph of Exclusion **2.h. Aircraft, Auto Or Watercraft** under **Section I. Coverages, Coverage A. Bodily Injury and Property Damage Liability** is replaced by the following:

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

- B.** The following exclusion is added to **Section I. Coverages, Coverage A. Bodily Injury and Property Damage Liability**, Exclusions Applicable to Coverage A:

#### **Unmanned Aircraft**

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

- (1) Rented, leased or loaned to others without an operator who is your "employee" or "volunteer worker";
- (2) Used in any professional or organized racing or demolition contest or stunting activity, or while practicing or preparing for such contest or activity; or
- (3) Not used in the insured's operations.

- C.** The following definition is added to **Section V. Definitions**:

"Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.

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

**TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

**A. Under SECTION I. Coverage A. Bodily Injury and Property Damage Liability:**

1. Exclusion e. **Pollution** is deleted and replaced with the following:

**e. Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged or potential presence on or introduction into the environment of pollutants, if such pollutants have, or are alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
  - (a) At or from premises you own, rent or occupy; or
  - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

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

2. Exclusion g. **Lead, Electromagnetic Radiation, Nuclear** is deleted and replaced by the following:

**g. Nuclear**

Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

3. Exclusion f. **Asbestos** is deleted.

**B. Under SECTION I. Coverage B. Personal and Advertising Injury Liability:**

1. Exclusion j. **Pollution** is deleted and replaced by the following:

j. **Pollution**

"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged or potential presence on or introduction into the environment of pollutants, if such pollutants have, or are alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

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

2. Exclusion n. **Lead, Electromagnetic Radiation, Nuclear** is deleted and replaced by the following:

n. **Nuclear**

Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

3. Exclusion m. **Asbestos** is deleted.

C. Under **SECTION I. Coverage C. Professional Health Care Liability:**

Paragraph 1.a. is replaced with the following:

1. **Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:

D. Under **SECTION IV. CONDITIONS:**

1. The following paragraphs are added to 2. **Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit:**

- g. We will notify the first Named Insured in writing of:
- (1) An initial offer to settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10<sup>th</sup> day after the date on which the offer is made.
  - (2) Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30<sup>th</sup> day after the date of settlement.
- h. With regard to liability under Coverages A, B and C, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this coverage part requiring you or any insured to give notice of an "occurrence", offense, "medical incident", claim or "suit", or to forward demands, notices, summonses or legal papers in connection with a claim or "suit", will bar coverage under this coverage part.

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

**AMENDMENT OF EMPLOYER'S LIABILITY EXCLUSION –  
TEXAS**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

Paragraph (2) of Exclusion d. **Employer's Liability** of **SECTION I. Coverage A. Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

- (2) any volunteer firefighter or other emergency service volunteer, whether or not a member of your organization, while in the course of his or her duties as such; or



Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

THIS IS CLAIMS MADE COVERAGE. PLEASE READ THE POLICY CAREFULLY.

### Limits of Insurance

Aggregate Limit	\$ 10,000,000	Coverage A and B Combined
Coverage A	\$ 1,000,000	Each Wrongful Act or Offense
Coverage B	\$ 50,000	Each Action for Injunctive Relief
Deductible (Coverage A only)	\$ 0	Each Wrongful Act or Offense

Estimated Coverage Part Premium: \$ 365.00

Taxes, Fees and Surcharges:

Total Premium: \$ 365.00

### Management Liability Forms

See Schedule of Forms and Endorsements

# EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM CLAIMS MADE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION V. CONDITIONS** contained in this coverage part.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

## SECTION I. COVERAGES

### Coverage A. Insuring Agreement - Liability for Monetary Damages

1. We will pay those sums that the insured becomes legally obligated to pay as monetary damages arising out of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any such offense or "wrongful act" and settle any "claim" or "suit" that may result. However:
  - a. The amount we will pay for damages is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
  - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for below under **Supplementary Payments**. However, we may, prior to any "claim" or "suit" and at our sole discretion and expense, help you with an Equal Employment Opportunity Commission investigation, or an equivalent state or local agency investigation. If we choose to help you with an investigation, our help will be strictly voluntary, and we may discontinue it at any time. You agree that our help does not admit, confirm, waive, estop, or in any way represent a determination of coverage of any alleged employment related violation.
2. This insurance applies to offenses or "wrongful acts" only if:
  - a. The offense or "wrongful act" takes place in the "coverage territory" and before the end of the policy period; and
  - b. A "claim" is first made against any insured in accordance with paragraph 3. below, during the policy period or any Extended Reporting Period we provide according to **SECTION VI**.
3. A "claim" will be deemed to have been made at the earliest of the following times:

- a. When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
- b. When we make settlement in accordance with paragraph 1. above; or
- c. When you become aware of an offense or "wrongful act" which may subsequently give rise to a "claim" being made against any insured, and you give written notice to us, as described in **SECTION V. CONDITIONS**, of such circumstances as soon as practicable but no later than:
  - (1) The end of the policy period; or
  - (2) The end of any applicable Extended Reporting Period.

All "claims" based on or arising out of the same or related offenses or "wrongful acts" by one or more insureds shall be considered first made when the first of such "claims" is made. Related offenses or "wrongful acts" shall include offenses or "wrongful acts" which are the same, related or continuous, or which arise from a common nucleus of facts.

## Coverage A. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we 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.
6. All interest earned on that part of any judgment within our limit of insurance after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the limits of insurance.

## Coverage B. Insuring Agreement - Defense Expense for Injunctive Relief

1. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. However:
  - a. The amount we will pay for "defense expense" is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
  - b. We have no obligation to arrange or provide the defense for any action for "injunctive relief".
 No other obligation or liability to pay sums or perform acts or services is covered.

2. This insurance applies only if:
  - a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;
  - b. Such action is filed during the policy period; and
  - c. The insured:
    - (1) First notifies us as soon as practicable after retaining counsel to respond to such action but in no case later than 60 days after the end of the policy period; and
    - (2) Is reasonably expedient in requesting us to pay the "defense expense".
3. All actions based on or arising out of the same or related offenses or "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:
  - a. Insureds;
  - b. Plaintiffs;
  - c. Demands asserted; or
  - d. Injunctions, temporary restraining orders or prohibitive writs.Related offenses or "wrongful acts" shall include offenses or "wrongful acts" which are the same, related or continuous, or which arise from a common nucleus of facts.

## SECTION II. EXCLUSIONS

This insurance does not apply under either Coverage A or Coverage B to:

- a. **Other Applicable Coverage**

Any offense or "wrongful act" which is insured by any other policy or policies except:
  - (1) A policy purchased to apply in excess of this coverage part; or
  - (2) That portion of monetary damages otherwise covered by this coverage part which exceeds the limits of liability of such other policy or policies, subject to the **Other Insurance** condition in **SECTION V. CONDITIONS**.
- b. **Known Prior Acts**

Any offense or "wrongful act" which takes place prior to the inception date of this coverage part if the insured knew or reasonably should have foreseen that such offense or "wrongful act" would give rise to a "claim".
- c. **Prior Litigation**

Damages, loss or expense based upon, attributed to, arising out of, in consequence of, or in any way related to litigation or administrative or regulatory proceedings otherwise covered by this coverage part if such litigation or administrative or regulatory proceedings were initiated prior to or were pending on the inception date of this coverage part.
- d. **Bodily Injury, Property Damage, Personal and Advertising Injury**

"Bodily injury", "property damage", or "personal and advertising injury" except when resulting from a covered "employment practices" offense.
- e. **Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.
- f. **Professional Health Care**

Providing or failing to provide "professional health care services".

g. **Fines**

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

h. **Bonds**

Any obligation related to a fidelity bond or a surety bond.

i. **Contracts**

Any amount actually or allegedly due under the terms of any contract for the purchase of goods or services or any payment or performance contract, other than an employment contract.

j. **Employment Contracts**

Any amount actually or allegedly due under the terms of any contract of employment for a definite term, or as severance pay under any contract of employment.

k. **Wage and Hour Laws**

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act of 1938, as amended, or any other wage or hour law.

l. **Failure to Maintain Insurance**

The failure to effect or maintain:

- (1) Insurance of any kind, including adequate limits of insurance; or
- (2) Suretyship or bonds.

This exclusion does not apply to the extent coverage is provided for the "administration" of "employee benefit plans".

m. **Performance of Employee Benefit Plans**

Any "employment practices" offense or any offense in the "administration" of "employee benefit plans" arising out of:

- (1) Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- (2) Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- (3) Errors in providing information or failing to provide information on past performance of investment vehicles;
- (4) Failure of the insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- (5) The liability of others which is assumed by the insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- (6) Any claim for the return of compensation paid by the insured if a court determines that the payment was illegal; or
- (7) Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

n. **Claims Against Other Insureds**

Any actions for "injunctive relief" or "claims":

- (1) By a Named Insured against any other insured; or
- (2) By one Named Insured against another Named Insured.

o. **Criminal Acts**

Damages, loss or expense arising out of or contributed to by any fraudulent, dishonest, criminal or malicious act of the insured (except for "sexual abuse"), or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

p. **Sexual Abuse**

(1) "Sexual abuse" of any person; or

(2) The negligent:

(a) Employment;

(b) Investigation;

(c) Supervision;

(d) Reporting to the proper authorities, or failing to so report; or

(e) Retention;

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

q. **Profit, Advantage or Remuneration**

Any loss, cost or expense based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled.

r. **ERISA, COBRA and WARN Act Liability**

Damages, loss or expense arising out of or contributed to by any insured's obligations under:

(1) the Employee Retirement Income Security Act of 1974 (ERISA);

(2) the Comprehensive Omnibus Budget Reconciliation Act (COBRA);

(3) the Worker Adjustment and Retraining Notification Act (WARN); or

(4) any similar federal, state, or local laws or regulations;

including subsequent amendments or any regulations promulgated thereunder.

s. **Compliance with ADA Requirements**

Costs or expenses incurred as a result of physical modifications made to accommodate persons with disabilities as required by:

(1) the Americans with Disabilities Act of 1990; or

(2) any federal, state, or local disability discrimination or accommodation laws or regulations;

including subsequent amendments or any regulations promulgated thereunder.

t. **Strikes**

Damages, loss or expense arising out of or contributed to by any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations.

u. **Tax Assessments**

Damages, loss or expense arising out of or contributed to by any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

v. **Debt Financing**

Damages, loss or expense arising out of or contributed to by any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.

w. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply if:

- (1) There is no allegation that you are liable for, the cause of, or responsible in whole or in part for any pollution; and
- (2) You are alleged to be liable solely as a result of ordering an evacuation, a business or building closure, or other similar action to protect persons or property, provided you are authorized by law to take such actions.

x. **Asbestos, Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- (2) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
  - (a) The toxic properties of lead, or any material or substance containing lead; or
  - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (3) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

y. **Fungi or Bacteria**

- (1) Any liability, loss, injury or damage which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria 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.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

z. **Attorney Fees and Court Costs**

Any award of costs or fees which arises out of an action for "injunctive relief".

### **SECTION III. WHO IS AN INSURED**

1. If you are:

- a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
  - a. **Volunteers and Employees.** Volunteers and employees, including any elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
  - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
  - c. **Mutual Aid Agreements.** Any persons or organizations providing service to you under any mutual aid or similar agreement.
  - d. **Blanket Additional Insureds.** Any person or organization liable for your "employment practices" offenses, offenses arising out of the "administration" of your "employee benefit plans", or other "wrongful acts" committed or alleged to have been committed by you is an insured under this coverage part, but only to the extent of that liability.
  
3. **Outside Directorship Extension.** Your volunteers, employees, officers, directors, commissioners, or trustees, while acting independently and not on behalf of your organization, are insureds while they serve on the board of directors of an outside organization as specified herein:
  - a. The outside organization was established and is currently chartered as not-for-profit; and
  - b. The organization is a separate and distinct entity not subject to your direction and control; and
  - c. The organization exists for the purpose of supporting and furthering the efforts and welfare of the organizations or individuals who provide fire service, emergency medical response or rescue services.

This coverage shall be excess of and not contribute with:

  - (1) Any insurance available, whether primary or excess; and
  - (2) Any corporate indemnification agreements afforded by the outside organization.

In no event will this insurance inure to the benefit of the outside organization or to any of its officers, directors, commissioners, trustees, volunteers or employees, except to the extent that coverage is provided to an insured as set forth above.
  
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to the 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; and
  - b. Coverage does not apply to any "employment practices" offense, offense in the "administration" of your "employee benefit plans", or other "wrongful act" that occurred before you acquired or formed the organization or of which you had notice or knowledge.

No organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

## SECTION IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons or organizations making "claims" or bringing "suits".
  
2. The Aggregate Limit is the most we will pay for the sum of:
  - a. Monetary damages under Coverage A; and
  - b. "Defense expense" under Coverage B;
 for each Named Insured shown in the Declarations.



3. Subject to 2. above, the Each "Wrongful Act" or Offense limit is the most we will pay under Coverage A for the sum of all monetary damages arising out of the same or related offenses or "wrongful acts".
4. Subject to 2. above, the Each Action for "Injunctive Relief" limit is the most we will pay under Coverage B for all "defense expense" arising out of all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
5. The Aggregate Limits of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
6. Our obligations under this coverage part end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages or "defense expense" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

## **SECTION V. CONDITIONS**

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

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

### **2. Duties in the Event of an Offense, "Wrongful Act", "Claim" or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an offense or "wrongful act" which may result in a "claim" or "suit". To the extent possible, notice should include:
  - (1) How, when and where the offense or "wrongful act" took place; and
  - (2) The names and addresses of any persons seeking damages or of any witnesses.
- 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, settlement or defense of the "claim" or "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 damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- e. Notice shall be deemed given as soon as practicable if it is given by the person to whom you have delegated such responsibility as soon as practicable after they become aware of an offense or "wrongful act".

### **3. Duties in the Event of a Request to Pay "Defense Expense" for "Injunctive Relief"**

- a. You must see to it that we are notified as soon as practicable of an action or proceeding which may give rise to a request for us to respond for "defense expense". To the extent possible, notice should include:
  - (1) The plaintiff in the action;
  - (2) The court or agency involved;
  - (3) The relief being sought; and
  - (4) The date of the action and any underlying demand.
- b. You and any other involved insured must:
  - (1) Immediately send us copies of any legal papers received in connection with the action and any underlying demand;
  - (2) Cooperate with us in the determination of any "defense expense" which may be covered by this insurance; and
  - (3) Submit a request for us to pay any covered "defense expense".

#### 4. **Legal Action Against Us**

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages or "defense expense" from an insured; or
- b. 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 an insured; but we will not be liable for damages or "defense expenses" that are not payable under the terms of this coverage part or that are in excess of the applicable Limit of Insurance. Under Coverage A, an agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 5. **Other Insurance**

If other valid and collectible insurance is available to the insured volunteer, employee, elected or appointed officer, director, commissioner, trustee or medical director for a loss or "defense expense" we cover under this coverage part, our insurance is primary, with no consideration or contribution with such other insurance. However, this does not apply to such insureds when serving on outside directorships as described in the **Outside Directorship Extension of SECTION III. WHO IS AN INSURED.**

If other valid and collectible insurance is available to insureds other than volunteers, employees, elected or appointed officers, directors, commissioners, trustees or medical directors for a loss or "defense expense" we cover under this coverage part, this insurance is excess over any of the other insurance and its deductible or self-insured retention provisions, whether primary, excess, contingent or on any other basis.

#### 6. **Representations**

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete.
- b. That information is based upon representations you made to us in the application for this insurance. This application forms the basis of our obligations under this coverage part.
- c. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.

#### 7. **Separation of Insureds**

Except with respect to the Limit of Insurance as described in **SECTION IV**, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

#### **8. Transfer of Rights of Recovery Against Others To Us**

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

#### **9. When We Do Not Renew**

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of such non-renewal not less than 30 days before the expiration date. 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.

#### **10. Your Right to Claim Information**

Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding coverage part we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act" or other offense not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. or paragraph 3.a. of this section. We will include the date and a brief description of such "wrongful act" or offense if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

### **SECTION VI. EXTENDED REPORTING PERIODS (COVERAGE A ONLY)**

With respect to Coverage A only:

1. We will provide one or more Extended Reporting Periods, as described in items 3. and 4. below, if:
  - a. This coverage part is cancelled or not renewed; or
  - b. We renew or replace this coverage part with insurance that does not apply to offenses or "wrongful acts" on a claims made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" arising out of offenses or "wrongful acts" that take place before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

4. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental 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 will take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this coverage part; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this coverage part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. The Basic Extended Reporting Period does not reinstate or increase the Limit of Insurance.
6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate Aggregate Limit of Insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate Aggregate Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit. The applicable Each "Wrongful Act" or Offense limit will continue to apply.

## **SECTION VII. DEFINITIONS**

1. "Administration" means any of the following acts that you do or authorize a person to do:
  - a. Counseling volunteers or employees, other than giving legal advice, on "employee benefit plans";
  - b. Interpreting your "employee benefit plans";
  - c. Handling records for your "employee benefit plans"; and
  - d. Effecting enrollment, termination or cancellation of volunteers or employees under your "employee benefit plans".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Claim" means a written or oral notice, including "suit", from any party that it is their intention to hold the insured responsible for damages arising out of an offense or "wrongful act" by the insured.
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Defense expense" means under Coverage B, fees or expenses incurred by the insured for:
  - a. Legal fees charged by the insured's attorney;
  - b. Court costs;
  - c. Expert witnesses; and
  - d. The cost of court bonds, but we do not have to furnish these bonds.
 "Defense expense" does not include:
  - (1) Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or
  - (2) Any expenses other than a., b., c. and d. above.
6. "Employee benefit plans" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to volunteers or employees.
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or employee, including:
  - a. Failing to hire or refusing to hire;
  - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
  - c. Wrongful deprivation of a career opportunity, or failure to promote;
  - d. Wrongful discipline of volunteers or employees;
  - e. Negligent evaluation of volunteers or employees;
  - f. Retaliation against volunteers or employees for the exercise of any legally protected right or for engaging in any legally protected activity;
  - g. Failure to adopt adequate workplace or employment-related policies and procedures;
  - h. Harassment, including "sexual harassment"; or
  - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
9. "Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.
10. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
  - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication in any manner of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your advertisement; or
  - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.
11. "Professional health care services" means:
- a. Providing medical or nursing services;
  - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
  - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
  - d. Handling of patients:
    - (1) From the place where they are accepted for movement into or onto the means of transport,
    - (2) During transport, and
    - (3) From the means of transport to the place where they are finally delivered;
  - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
  - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
  - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; and
  - b. Loss of use of tangible property that is not physically injured but results from a. above.
13. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
14. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
  - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
15. "Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" 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.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
16. "Wrongful act" means any actual or alleged error, act, omission, misstatement, misleading statement, neglect or breaches of duty committed by you or on behalf of you in the performance of your operations, including misfeasance, malfeasance, or nonfeasance in the discharge of duties, individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

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

## **AMENDMENT – LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

Paragraph 2. of **SECTION IV. LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of:
  - a. Monetary damages under Coverage A; and
  - b. "Defense expense" under Coverage B.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## CYBER LIABILITY AND PRIVACY CRISIS MANAGEMENT EXPENSE

COVERAGE C AND COVERAGE D ARE FOR EVENTS DISCOVERED DURING THE POLICY PERIOD  
PLEASE READ THE ENTIRE FORM CAREFULLY

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

### Schedule

#### Coverage C Cyber Liability

Cyber Liability Each Event Limit: \$1,000,000 each "electronic information security event"

Cyber Liability Retroactive Date: NONE

#### Coverage D Privacy Crisis Management Expense

Privacy Crisis Management Expense Each Event Limit: \$50,000 each "privacy event"

Privacy Crisis Management Expense Retroactive Date: NONE

Deductible for Coverage D Privacy Crisis Management Expense: \$0 each "privacy event"

#### Coverage E Cyber Extortion Expense

Cyber Extortion Expense Each Event Limit: \$20,000 each "cyber extortion threat"

Deductible for Coverage E Cyber Extortion Expense: \$0 each "cyber extortion threat"

#### Coverage D and Coverage E Aggregate Limit of Insurance

Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit: \$50,000 aggregate



## A. COVERAGES

The following coverages are added to **Section I. Coverages**. All other terms and conditions remain as is unless otherwise stated in this endorsement:

### 1. COVERAGE C CYBER LIABILITY - Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as monetary damages because of an “electronic information security event” 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 for an “electronic information security event” to which this insurance does not apply. We may, at our discretion, investigate any “electronic information security event” and settle any “claim” or “suit” that may result. But:

(1) The amount we pay for damages is limited as described in **Section C. Limits of Insurance**; and

(2) Our right and duty to defend end 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 Coverage A Supplementary Payments.

b. This insurance applies to an “electronic information security event” only if:

(1) The “electronic information security event” takes place in the “coverage territory” and any responsibility to pay damages is determined in a “suit” on the merits brought in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to;

(2) The “electronic information security event” does not result from an act, error or omission that occurred before the Cyber Liability Retroactive Date or after the end of the policy period;

(3) The “electronic information security event” is first discovered in accordance with Paragraph c. below during the policy period or any Extended Reporting Period we provide according to **Section E. Extended Reporting Period**; and

(4) Written notice of the “electronic information security event” is received by us within 60 days of its first discovery or before the end of any Extended Reporting Period, whichever is earlier.

c. First Discovery And Related Events And Acts

(1) First Discovery

An “electronic information security event” will be deemed to have been discovered at the earliest of the following times:

(a) When such “electronic information security event” is discovered and recorded by any insured or by us, whichever comes first; or

(b) When you become aware of an act, error or omission that may subsequently result in an “electronic information security event”, and you give written notice to us, as described in **Section V. Conditions**, of such circumstances as soon as practicable but no later than:

(i) 60 days after becoming aware; or

(ii) The end of any applicable Extended Reporting Period; whichever is earlier.

(2) Related Events

All related “electronic information security events” will be considered one event and will be considered first discovered when the first of such related events is discovered.

Related “electronic information security events” include all “electronic information security events” that are the same, related or continuous, or that arise from a common nucleus of facts, circumstances, events or acts.

**(3) Related Acts**

All acts, errors or omissions that result in the same or related “electronic information security events” will be considered one act, error or omission and will be considered to have occurred when the first of such related acts, errors or omissions occurred.

**2. COVERAGE D PRIVACY CRISIS MANAGEMENT EXPENSE - Insuring Agreement**

- a. We will pay applicable “privacy crisis management expenses” incurred on behalf of the insured because of a “privacy event” to which this insurance applies. But the amount we will pay is limited as described in **Section C. Limits of Insurance**.

No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a “privacy event” only if:

- (1)** The “privacy event” takes place in the “coverage territory” and any responsibility to pay damages is determined in a “suit” on the merits brought in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to;
- (2)** The “privacy event” does not result from an act, error or omission that occurred before the Privacy Crisis Management Expense Retroactive Date or after the end of the policy period;
- (3)** The “privacy event” is first discovered in accordance with Paragraph c. below during the policy period or any Extended Reporting Period we provide according to **Section E. Extended Reporting Period**; and
- (4)** Written notice of the “privacy event” is received by us within 60 days of its first discovery or before the end of any Extended Reporting Period, whichever is earlier.

- c. First Discovery And Related Events And Acts

**(1) First Discovery**

A “privacy event” will be deemed to have been discovered at the earliest of the following times:

- (a)** When such “privacy event” is discovered and recorded by any insured or by us, whichever comes first; or
- (b)** When you become aware of an act, error or omission that may subsequently result in a “privacy event”, and you give written notice to us, as described in **Section V. Conditions**, of such circumstances as soon as practicable but no later than:
  - (i)** 60 days after becoming aware; or
  - (ii)** The end of any applicable Extended Reporting Period;whichever is earlier.

**(2) Related Events**

All related “privacy events” will be considered one event and will be considered first discovered when the first of such related events is discovered.

Related “privacy events” include all “privacy events” that are the same, related or continuous, or that arise from a common nucleus of facts, circumstances, events or acts.

**(3) Related Acts**

All acts, errors or omissions that result in the same or related “privacy events” will be considered one act, error or omission and will be considered to have occurred when the first of such related acts, errors or omissions occurred.

- d. This insurance applies to “privacy crisis management expenses” only if:
  - (1) The “privacy crisis management expenses” are because of a “privacy event” to which this insurance applies;
  - (2) The “privacy crisis management expenses” are incurred within 6 months from the date the “privacy event” was first discovered in accordance with Paragraph **c.** above or within 12 months as respects costs included in **Section F. Definitions, Paragraph 3.j.(1)(e)** Services for Individuals Affected by Personal Identity Event in the definition of “privacy crisis management expenses”; and
  - (3) Any consultants, vendors or suppliers providing the materials or services included in “privacy crisis management expenses” are approved by us.

### 3. **COVERAGE E CYBER EXTORTION EXPENSE - Insuring Agreement**

- a. We will reimburse you for “cyber extortion expenses” that you have paid because of a “cyber extortion threat” to which this insurance applies. But the amount we will pay is limited as described in **Section C. Limits of Insurance.**

No other obligation to pay sums or perform acts or services is covered.

- b. This insurance applies to a “cyber extortion threat” only if the “cyber extortion threat”:
  - (1) Takes place in the “coverage territory”;
  - (2) Is first made against you during the policy period and;
  - (3) Is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

- c. **Related Cyber Extortion Threat Events**

All related “cyber extortion threats” will be considered one “cyber extortion threat” event and will be considered first made when the first “cyber extortion threat” is received.

Related “cyber extortion threat” events include all “cyber extortion threats” that are the same, related or continuous, or that arise from a common nucleus of facts, circumstances, events or acts.

- d. This insurance applies to “cyber extortion expenses” only if:
  - (1) The “cyber extortion expenses” are because of a “cyber extortion threat” to which this insurance applies; and
  - (2) The “cyber extortion expenses” are incurred within 6 months from the date the “cyber extortion threat” was first received by you in accordance with Paragraph **b.** above.

### 4. **Exclusions**

- a. **Exclusions Applicable To Management Liability**

The following exclusion is added to **Section II. Exclusions**:

This insurance does not apply under either Coverage **A** or Coverage **B** to:

#### **Electronic Information Security Event**

Damages, loss or expense arising directly or indirectly from an “electronic information security event”.

- b. **Management Liability Exclusions Applicable to Cyber Liability, Privacy Crisis Management Expense And Cyber Extortion Expense**

All exclusions under **Section II. Exclusions** apply to Coverage **C** Cyber Liability, Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense, except:

- (1) The Electronic Information Security Event exclusion in **4.a.** above does not apply to this Cyber Liability And Privacy Crisis Management Expense endorsement;
- (2) As respects Coverage **D** Privacy Crisis Management Expense, Exclusion **1. Other Applicable Coverage** does not apply; and

(3) As respects Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense, exclusion **d.** Bodily Injury, Property Damage or Personal and Advertising Injury (in form VML101) or exclusion **b.** Bodily Injury, Property Damage or Personal and Advertising Injury (in form VML102), as applicable, do not apply to:

- (a) Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (b) Oral or written publication in any manner of material that violates a person's right of privacy.

**c. Exclusions Applicable To Coverage C Cyber Liability**

The following exclusion applies to Coverage **C** Cyber Liability:

This insurance does not apply to:

**1. General Liability**

Damages, loss or expense that your General Liability Coverage Form applies to. This includes any damages, loss or expense that your General Liability Coverage Form would apply to except for the exhaustion of its limits, its cancellation prior to the end of its policy period or your failure to fulfill its requirements.

**d. Exclusions Applicable to Cyber Liability, Privacy Crisis Management Expense, And Cyber Extortion Expense**

The following exclusions apply to Coverage **C** Cyber Liability, Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense:

This insurance does not apply to:

**1. Failure to Follow Risk Management Procedures and Inadequacy of Software**

Damages, loss, or expense arising directly or indirectly from:

- a. Any shortcoming in security that you knew about prior to the inception of this policy and for which you failed to take corrective action within a reasonable time, not to exceed 60 days;
- b. Your failure to comply with all data security standards issued by credit card issuers or financial institutions with whom you transact business, if you process, store or handle credit card information;
- c. Your reckless disregard for the security of "personally identifiable information" and "confidential corporate information"; or
- d. The inability to use, or the lack of performance of, software:
  - (1) Due to the expiration, cancellation, or withdrawal of such software;
  - (2) That has not yet been released from its development stage; or
  - (3) That has not passed all test runs or proven successful in applicable daily operations.

**2. Unauthorized Collection of Personal Information**

Damages, loss or expense arising directly or indirectly from:

- a. The illegal, unauthorized or wrongful collection of "personally identifiable information", including collection of "personally identifiable information" using cookies or malware, if committed by or with the knowledge of the insured; or
- b. The failure to provide required notice that such "personally identifiable information" is being collected.

### 3. Governmental Seizure of Computer System

Damages, loss or expense arising directly or indirectly from the seizure, confiscation, expropriation, nationalization, or destruction of a “computer system” by order of any governmental authority.

### 4. Known Prior Acts

Any “electronic information security event” or “privacy event” that results from an act, error or omission that takes place prior to the inception date of this coverage part if the insured knew or reasonably should have foreseen that such act, error or omission would give rise to a “claim” or “privacy crisis management expenses”.

### 5. Prior Litigation

Damages, loss or expense based upon, attributed to, arising out of, in consequence of, or in any way related to litigation or administrative or regulatory proceedings otherwise covered by this coverage part if such litigation or administrative or regulatory proceedings were initiated prior to or were pending on the inception date of this coverage part.

## B. SUPPLEMENTARY PAYMENTS

For the purposes of the coverage provided by this endorsement:

All references to Supplementary Payments under **Section I. Coverages** are replaced by **Supplementary Payments - Coverages A and C**.

## C. LIMITS OF INSURANCE

1. For the purposes of the coverage provided by Coverage **C** Cyber Liability of this endorsement the following revisions are made to **Section IV. Limits Of Insurance**:

a. Paragraph **2.** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of:

- a. Monetary damages under Coverage **A**;
- b. “Defense expense” under Coverage **B**; and
- c. Monetary damages under Coverage **C**;

for each Named Insured shown in the Declarations.

b. The following paragraph is added:

Subject to **2.** above, the Cyber Liability Each Event Limit shown in the Schedule of this endorsement is the most we will pay under Coverage **C** for the sum of all monetary damages arising out of any one or all related “electronic information security event(s)”.

2. For the purposes of the coverage provided by Coverage **D** Privacy Crisis Management Expense and Coverage **E** Cyber Extortion Expense of this endorsement, the following is added to **Section IV. Limits Of Insurance**:

### **Privacy Crisis Management Expense and Cyber Extortion Expense Limits of Insurance**

1. The Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of “privacy crisis management expenses” under Coverage **D** and “cyber extortion expenses” under Coverage **E**, regardless of the number of persons, “privacy events”, “cyber extortion threats” or entities covered by this policy.

2. Subject to the Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit, the Privacy Crisis Management Expense Each Event Limit is the most we will pay under Coverage **D** for the sum of all “privacy crisis management expenses” arising out of any one or all related “privacy event(s)”.

3. Subject to the Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit, the Cyber Extortion Expense Each Event Limit is the most we will pay under Coverage E for the sum of all "cyber extortion expenses" arising out of any one or all related "cyber extortion threat" event(s).
4. The Privacy Crisis Management Expense and Cyber Extortion Expense Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for the purposes of determining the Limit of Insurance.

#### **D. CONDITIONS**

1. For the purposes of the coverage provided by Coverage C of this endorsement:
  - a. In Condition 2, the following is added:

You must cooperate with us and our designated representatives in the provision of the services described in "privacy crisis management expense".
  - b. The following condition is added:

**11. Deductible - Coverage C**

No deductible applies to Coverage C.
2. For the purposes of the coverage provided by Coverage D and Coverage E of this endorsement, the following conditions are added:

**12. Duties in the Event of a Privacy Event or a Cyber Extortion Threat**

  - a. You must notify us as soon as practicable of a "privacy event" or "cyber extortion threat", but in no event later than 60 days after you incur "privacy crisis management expenses" or "cyber extortion expenses" for which coverage will be requested under this endorsement.
  - b. With respect to a "privacy event", you must notify us in writing as soon as practicable but no later than sixty days after the first discovery of the "privacy event" by you. Notice must include:
    - (1) How, when and where the "privacy event" took place;
    - (2) A description of the "privacy event";
    - (3) The number of individuals and type of personal identification involved in a "personal identity event"; and
    - (4) Upon request by us, the names and addresses of individuals affected by a "personal identity event".
  - c. With respect to a "cyber extortion threat", you must notify us in writing as soon as practicable but no later than sixty days after the first "cyber extortion threat" is received by you. Notice must include:
    - (1) How, when and where the "cyber extortion threat" took place;
    - (2) A description of the "cyber extortion threat"; and
    - (3) Names and addresses of the negotiator or investigator retained by you in connection with a "cyber extortion threat".
  - d. You must provide us all information and assistance that we request and cooperate with us and our designated representatives in the:
    - (1) Investigation of any "privacy event" or any acts, errors or omissions that may result in a "privacy event"; and
    - (2) Provision of the services described in "privacy crisis management expense".

### 13. Deductible - Coverage D and Coverage E

Our obligation to pay “privacy crisis management expenses” or “cyber extortion expenses” on your behalf applies only to the amount of such expense in excess of any deductible amount shown in the above schedule. This deductible applies to each occurrence of a “privacy event” or a “cyber extortion threat” event.

### 14. Your Right to Claim Information

Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding coverage part we have issued to you during the previous three years:

- a. A list or other record of each “electronic information security event” or “privacy event”, not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. or Paragraph 12. of this section. We will include the date and a brief description of such “electronic information security event” or “privacy event” if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

3. For the purposes of the coverage provided by Coverage C, D and Coverage E of this endorsement the following is added to Condition 5. Other Insurance:

However, if the insured has another policy, coverage part or endorsement issued by us or one of our affiliated companies that applies to a loss or expense we cover under this Cyber Liability And Privacy Crisis Management Expense endorsement, the most we will pay in total is the single largest applicable limit. This does not apply to a policy bought specifically to apply in excess of this policy.

### E. EXTENDED REPORTING PERIODS – Applicable to Coverage C – Cyber Liability and Coverage D – Privacy Crisis Management Expense

1. We will provide one or more Extended Reporting Periods, as described in items 3. and 4. below, if:
  - a. The policy or coverage part to which this endorsement is attached is cancelled or not renewed;
  - b. This endorsement is removed; or
  - c. We renew or replace this endorsement with insurance that does not apply to an “electronic information security event” and/or a “privacy event” on a first discovered and reported basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to:
  - a. “Claims” arising out of an “electronic information security event”; or
  - b. “Privacy crisis management expenses” incurred as a result of a “privacy event”;that is caused by an act, error or omission that occurred on or after the Cyber Liability Retroactive Date or Privacy Crisis Management Expense Retroactive Date, as applicable, and before the end of the policy period.

Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days.

The Basic Extended Reporting Period does not apply to “electronic information security events” and/or “privacy events” that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such “electronic information security events” and/or “privacy events”.

A Basic Extended Reporting Period does not reinstate or increase the Limit of Insurance.

4. A Supplemental Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental 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 will take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this coverage; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this coverage.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for “electronic information security events” and/or “privacy events” first discovered during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. If this Supplemental Extended Reporting Period is in effect, we will provide the separate Aggregate Limit of Insurance described below, but only for “electronic information security events” first discovered during the Supplemental Extended Reporting Period.

The separate Aggregate Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit. The applicable Cyber Liability Each Event Limit will continue to apply.

If there is a Supplemental Extended Reporting Period in force for any other coverage under this policy that was subject to the original Aggregate Limit, this separate Aggregate Limit is shared with that other coverage. Any payments made under a Supplemental Extended Reporting Period for those other coverages will reduce this separate Aggregate Limit.

6. If this Supplemental Extended Reporting Period is in effect, we will provide the separate Privacy Crisis Management Expense Aggregate Limit of Insurance described below, but only for “privacy events” first discovered during the Supplemental Extended Reporting Period.

The separate Privacy Crisis Management Expense Aggregate Limit will be equal to the dollar amount shown in the Schedule in effect at the end of the policy period for the Privacy Crisis Management Expense Aggregate Limit. The applicable Privacy Crisis Management Expense Each Event Limit will continue to apply.



## F. DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following changes are made to **Section VIII. Definitions**:

1. The following definition is amended:

a. Definition 16. "wrongful act" is amended to include the following:

"Wrongful act" also means an "electronic information security event".

2. The following definitions are replaced:

a. Definition 4. "coverage territory" is replaced by the following:

4. "Coverage territory" means worldwide, but the "electronic information security event", "privacy event" or "cyber extortion threat" must take place in the United States of America (including its territories and possessions), Puerto Rico or Canada.

b. Definition 12. "property damage" is replaced by the following:

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property; and

b. Loss of use of tangible property that is not physically injured but results from a. above.

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

3. The following definitions are added:

a. "Computer system" means the following:

(1) Computers, including Personal Digital Assistants (PDAs) and other transportable or hand held devices, electronic storage devices and related peripheral components;

(2) Systems and applications software; and

(3) Communications networks (including the internet, intranets, extranets, virtual private networks, or cloud computing environments) to the extent used by the items in (1) and (2) above;

by which "electronic data" is collected, transmitted, processed, stored or retrieved; and

(4) "Computer system" includes "electronic data" that is

(a) Stored on any of the items described in item (1) above; or

(b) Temporarily outside of the "computer system" for use by an insured or an employee of an entity that has such information under a formal agreement with you.

b. "Confidential corporate information" means any commercial trade secret, data, design, interpretation, forecast, formula, method, practice, process record, report or other item of information of a non-insured third party, and which is:

(1) In your care, custody or control;

(2) Not available to the general public; and

(3) (a) Provided to you under a mutually agreed upon written confidentiality/non-disclosure agreement; or

(b) Marked confidential or otherwise specifically designated in writing as confidential by such third party.

c. "Corporate privacy event" means:

(1) Unauthorized disclosure by you of "confidential corporate information" or your failure to protect "confidential corporate information" from misappropriation;

(2) Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of "confidential corporate information", but only if this policy applies to such disclosure or misappropriation and it resulted directly from (1) above; or

- (3)** Violation of any federal or state privacy statute addressing disclosure or misappropriation of “confidential corporate information”, but only if:
- (a)** This policy applies to such disclosure or misappropriation and it resulted directly from **(1)** or **(2)** above; and
  - (b)** The violation is not willful.
- d.** “Cyber extortion expenses” means:
- (1)** The reasonable and necessary expenses paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat”; and
  - (2)** The expense you incur to complete the mandatory transaction in **(1)**.
- e.** “Cyber extortion threat” means a demand for monetary payment from you based on a credible threat, or series of related credible threats to:
- (1)** Launch a denial of service attack against your “computer system” for the purpose of denying you or authorized third party users access to your services provided through the “computer system” via the internet. A denial of service attack which affects the internet at large and prevents access by you or authorized third party users to your services provided through the “computer system” is not a “cyber extortion threat”;
  - (2)** Gain access to your “computer system” and use that access to steal, release or publish “personally identifiable information”, or “confidential corporate information”;
  - (3)** Alter, damage or destroy “electronic data” that is stored within your “computer system”;
  - (4)** Launch a computer attack against your “computer system” in order to alter, damage or destroy “electronic data” while such “electronic data” is stored within your “computer system”; or
  - (5)** Cause you to transfer, pay or deliver any funds or property using a “computer system” without your authorization.
- “Cyber extortion threat” does not mean or include any threat made in connection with a legitimate commercial dispute.
- f.** “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.
- g.** “Electronic information security event” means:
- (1)** Transmission of malware from your “computer system” to a third party;
  - (2)** The inability of an authorized user to access your web site or your “computer system” because of a denial of service attack;
  - (3)** A “personal identity event”, but this is limited to information that is obtained or released directly from
    - (a)** Your “computer system”; or
    - (b)** The “computer system” of an entity that has such information under a formal agreement with you; or
  - (4)** A “corporate privacy event”, but this is limited to information that is obtained or released directly from your “computer system”.
- As used in this definition, a denial of service attack means an intentional attack directly on your “computer system” that prevents or slows down access to your web site or your computer network. However, a denial of service attack which affects the internet at large and is not directed at your “computer system” is not an “electronic information security event”.
- h.** “Personally identifiable information” means any of the following in your care, custody or control:

- (1) Information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, social security number, drivers license number, state identification number, account relationships, account numbers, account balances, account histories, access codes, and passwords;
  - (2) Information concerning an individual that would be considered nonpublic personal information within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 as implemented and amended; and
  - (3) Information concerning an individual that would be considered protected health information within the Health Insurance Portability and Accountability Act of 1996 as implemented and amended.
- i. "Personal identity event" means:
- (1) Unauthorized disclosure by you of "personally identifiable information" or your failure to protect "personally identifiable information" from misappropriation.
  - (2) Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of "personally identifiable information", but only if this policy applies to such disclosure or misappropriation and it resulted directly from (1) above; or
  - (3) Violation of any federal or state privacy statute addressing disclosure or misappropriation of "personally identifiable information", but only if:
    - (a) This policy applies to such disclosure or misappropriation and it resulted directly from (1) or (2) above; and
    - (b) The violation is not willful.
- j. "Privacy crisis management expense" means:
- (1) Reasonable and necessary fees and expenses for:
    - (a) **Computer Forensic Analysis**  
An approved outside vendor to conduct a computer forensic analysis with reasonable allocation of time and resources to investigate your "computer system" to determine the cause and extent of the "privacy event";
    - (b) **Crisis Management Review and Advice**  
The approved crisis management or legal firm to review the "privacy event" and advise you on the appropriate response;
    - (c) **Travel Expenses**  
Travel by directors, "executive officers", partners, or "employees" of the insured, that is done to mitigate the damage from the "privacy event";
    - (d) **Notification to Affected Parties**  
Printing, advertising, mailing of materials or other costs to provide notice to affected parties of the "privacy event" for the purposes of maintaining goodwill or compliance with any notification requirements imposed by law; and
    - (e) **Services for Individuals Affected by Personal Identity Event**  
The following services provided to any individual whose personal identification is the subject of a "personal identity event", but only if the primary purpose of such services is mitigating the effect of the "personal identity event":
      - (i) **Call Center Services**  
Reasonable fees and expenses to establish, maintain and provide call center services;
      - (ii) **Credit Monitoring Services**  
Credit file monitoring services; or
      - (iii) **Other Services**

Reasonable fees and expenses for any other service specifically approved by us in writing.

- (2)** However, “privacy crisis management expenses” shall not include:
  - (a)** Compensation, fees, benefits or overhead of any insured or “employee” of any insured;
  - (b)** Costs or expenses that would have been incurred in the absence of the “privacy event”;
  - (c)** Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any “computer system” as a result of a “privacy event”; or
  - (d)** Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any procedures, services or property as a result of a “privacy event”.
- k.** “Privacy event” means any one of the following events:
  - (1)** A “corporate privacy event”; or
  - (2)** A “personal identity event”.

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

**CYBER LIABILITY AND PRIVACY CRISIS  
MANAGEMENT EXPENSE  
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

When endorsement VML306, Cyber Liability and Privacy Crisis Management Expense, is attached, Paragraph 3. of D. Conditions is deleted.

## AMENDATORY ENDORSEMENT MANAGEMENT LIABILITY

This endorsement modifies insurance provided under the following:

### MANAGEMENT LIABILITY COVERAGE PART

The following revisions are made to the Management Liability Coverage Form:

#### 1. HIPAA Fines and Penalties

##### HIPAA Fines and Penalties Schedule

###### Limit of Insurance

\$100,000	Each HIPAA Claim
\$100,000	Aggregate

The exclusion for **Fines** in **Section II. Exclusions** is replaced by the following:

##### Fines

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

Except for violations due to willful neglect as defined by the Health Insurance Portability and Accountability Act (HIPAA), this exclusion does not apply to the payment of fines and penalties assessed for HIPAA violations up to the limit of insurance shown in the above HIPAA Fines and Penalties Schedule for the coverage provided under Coverage A. The Each HIPAA Claim Limit of Insurance is part of and not in addition to the Each Wrongful Act Limit shown on the Declarations. The Aggregate Limit of Insurance is part of and not in addition to the Aggregate Limit shown in the Declarations.

#### 2. FLSA Suit Defense Only Coverage

##### FLSA Defense Costs Schedule

###### Limit of Insurance

\$100,000	Each FLSA Claim
\$100,000	Aggregate

a. The exclusion for **Wage and Hour Laws** in **Section II. Exclusions** is replaced by the following:

##### Wage and Hour Laws

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act (FLSA) of 1938, as amended, or any other wage or hour laws.

However, this exclusion does not apply to "defense costs" as a result of a "suit" for such back wages, overtime or similar damages,

Our duty to defend ends upon payment of the Each FLSA Claim Limit of Insurance shown in the above FLSA Defense Costs Schedule for "defense costs" for such "suit". The Aggregate Limit of Insurance is the most we will pay for FLSA Suit Defense Only Coverage arising out of all "suits" in any one policy period.

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

- b. The following definitions only apply to this FLSA Suit Defense Only Coverage:

"Defense costs" means fees or expenses for:

- (1) Legal fees;
- (2) Court costs;
- (3) Expert witnesses; and
- (4) The cost of court bonds, but we do not have to furnish these bonds.

"Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" are alleged. "Suit" includes:

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

But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

**3. Spouses, Estates, Heirs, and Legal Representatives added as Insureds**

The following additions are made to Paragraph 2. Of **Section III. Who Is An Insured:**

- e. **Spouses.** The spouse of an insured but only for claims arising solely out of his or her status as such.
- f. **Estates, Heirs and Legal Representatives.** If an insured is deceased, the estates, heirs, legal representatives, and assigns, but only for claims arising solely out of their status as such. In the event of the incompetency, insolvency or bankruptcy of an insured, the legal representative of such insured, but only for claims arising solely out of their status as legal representative.

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

## **TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

### **MANAGEMENT LIABILITY COVERAGE PART**

- A. The Fungi and Bacteria exclusion in **SECTION II. EXCLUSIONS** is deleted.
- B. The following paragraph is added to 2. **Duties in the Event of an Offense, "Wrongful Act", "Claim" or "Suit"** of **SECTION V. CONDITIONS**:
  - f. We will notify the first Named Insured in writing of:
    - (1) An initial offer to settle a "claim" made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10<sup>th</sup> day after the date on which the offer is made.
    - (2) Any settlement of a "claim" made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30<sup>th</sup> day after the date of settlement.



Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## COMMERCIAL EXCESS LIABILITY COVERAGE PART DECLARATIONS

THIS COVERAGE PART CONTAINS CLAIMS MADE COVERAGE.  
PLEASE READ IT CAREFULLY.

### Limits of Insurance

Each Occurrence Limit	\$ 2,000,000
Products - Completed Operations Aggregate Limit (where applicable)	\$ 4,000,000
Aggregate Limit	\$ 4,000,000

Retroactive Date  
(applicable to Claims Made coverages)

See Schedule of Controlling  
Underlying Insurance

Estimated Coverage Part Premium:	\$ 1,250.00
Taxes, Fees and Surcharges:	
Total Premium:	\$ 1,250.00

### Commercial Excess Liability Forms

See Schedule of Forms and Endorsements.

This coverage part consists of these declarations, the schedule of controlling underlying insurance, the schedule of forms and endorsements, and any forms and endorsements we may later attach to reflect changes.

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

### Controlling Underlying Insurer

### Type of Coverage

### Limits of Insurance

#### Automobile Liability

Name:  
NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

Policy Number:  
VFNUTR0001761-03

Policy Period:  
01/01/2023 to 01/01/2024

Bodily Injury Liability – Each Person  
Bodily Injury Liability – Each Accident

Property Damage Liability – Each Accident

or  
\$1,000,000 Combined Single Limit

#### General Liability

Name:  
NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

Policy Number:  
VFNUTR0001761-03

Policy Period:  
01/01/2023 to 01/01/2024

\$1,000,000 Each Occurrence  
\$1,000,000 Personal & Advertising Injury  
\$10,000,000 General Aggregate  
\$10,000,000 Products–Completed Operations Aggregate

Occurrence  
 Claims Made

#### Management Liability

Name:  
NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

Policy Number:  
VFNUTR0001761-03

Policy Period:  
01/01/2023 to 01/01/2024

\$1,000,000 Each Wrongful Act or Offense  
\$10,000,000 Aggregate  
NONE Retroactive Date

Occurrence  
 Claims Made

Named Insured:  
HARRIS COUNTY ESD #1

Policy Number: VFNU-TR-0001761-03/000  
Policy Period: From 01-01-2023  
To 01-01-2024

## SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

**Controlling Underlying Insurer**

**Type of Coverage**

**Limits of Insurance**

### Employer's Liability

Name: SEE CONTROLLING UNDERLYING INSURANCE	\$100,000	Bodily Injury by Accident – Each Accident
Policy Number:	\$500,000	Bodily Injury by Disease – Policy Limit
Policy Period: to	\$100,000	Bodily Injury by Disease – Each Employee

# COMMERCIAL EXCESS LIABILITY 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, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this insurance. The word “insured” means any person or organization qualifying as such under the “controlling underlying insurance”.

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the “controlling underlying insurance” will have the meaning described in the policy of “controlling underlying insurance”.

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable “controlling underlying insurance”, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable “controlling underlying insurance”.

There may be more than one “controlling underlying insurance” listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the “controlling underlying insurance” applicable to the particular “event” for which a claim is made or suit is brought will apply.

## SECTION I – COVERAGES

### 1. Insuring Agreement

- a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “injury or damage” to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such “injury or damage” when the applicable limits of “controlling underlying insurance” have been exhausted in accordance with the provisions of such “controlling underlying insurance”.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for “injury or damage”.

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any “event” that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for “ultimate net loss” is limited as described in Section II – Limits Of Insurance; 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 under this Coverage Part. However, if the policy of “controlling underlying insurance” specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to “injury or damage” that is subject to an applicable “retained limit”. If any other limit, such as, a sublimit, is specified in the “controlling underlying insurance”, this insurance does not apply to “injury or damage” arising out of that exposure unless that limit is specified in the Declarations under the Schedule of “controlling underlying insurance”.
  - c. If the “controlling underlying insurance” requires, for a particular claim, that the “injury or damage” occur during its policy period in order for that coverage to apply, then this insurance will only apply to that “injury or damage” if it occurs during the policy period of this Coverage Part. If the “controlling underlying insurance” requires that the “event” causing the particular “injury or damage” takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the “event” causing that “injury or damage” takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of “controlling underlying insurance” will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any “controlling underlying insurance”.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “controlling underlying insurance”.

## 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any “controlling underlying insurance” apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable “controlling underlying insurance”.

### b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

### c. Pollution

- (1) “Injury or damage” which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid “controlling underlying insurance” for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for “injury or damage”.

### d. Workers’ Compensation And Similar Laws

Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

## SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought, or number of vehicles involved;
  - c. Persons or organizations making claims or bringing suits; or
  - d. Limits available under any “controlling underlying insurance”.
2. The Limits of Insurance of this Coverage Part will apply as follows:
  - a. This insurance only applies in excess of the “retained limit”.
  - b. The Aggregate Limit is the most we will pay for the sum of all “ultimate net loss”, for all “injury or damage” covered under this Coverage Part. However, this Aggregate Limit only applies to “injury or damage” that is subject to an aggregate limit of insurance under the “controlling underlying insurance”.
  - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all “ultimate net loss” under this insurance because of all “injury or damage” arising out of any one “event”.

d. If the Limits of Insurance of the “controlling underlying insurance” are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any “controlling underlying insurance” has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the “retained limit” will only be reduced or exhausted by payments made for “injury or damage” covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any “controlling underlying insurance” are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### 1. Appeals

If the “controlling underlying insurer” or insured elects not to appeal a judgment in excess of the amount of the “retained limit”, we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

#### 2. Bankruptcy

##### a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

##### b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the “controlling underlying insurer” will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any “controlling underlying insurance” in the event of bankruptcy or insolvency of the “controlling underlying insurer”. The insurance provided under this Coverage Part will apply as if the “controlling underlying insurance” were in full effect and recoverable.

### 3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an “event”, regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the “event” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any “injury or damage” arising out of the “event”.

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 insured involved 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 “injury or damage” 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, other than for first aid, without our consent.

### 4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

#### **5. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **6. Changes**

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

#### **7. Maintenance Of/Changes To Controlling Underlying Insurance**

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

#### **8. Other Insurance**

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

#### **9. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this 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 an insured; 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 insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.



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

## **TEXAS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

**A.** Paragraph **5.b.** of the **Cancellation** Provisions of **Section III – Conditions** is replaced by the following:

**b.** We may cancel this policy:

- (1)** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- (2)** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 :

- (a)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- (b)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
- (i)** Fraud in obtaining coverage;
  - (ii)** Failure to pay premiums when due;

**(iii)** An increase in hazard within the control of the insured which would produce an increase in rate;

**(iv)** Loss of our reinsurance covering all or part of the risk covered by the policy; or

**(v)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

- (3)** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:

**(a)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.

**(b)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:

**(i)** If the first Named Insured does not pay the premium or any portion of the premium when due;

**(ii)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

**(iii)** If the Named Insured submits a fraudulent claim; or

**(iv)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

**B. Paragraph 13. When We Do Not Renew of Section III – Conditions** is replaced by the following:

**NONRENEWAL**

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
  - a. The first Named Insured; and
  - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.We will mail or deliver such notice to each last mailing address known to us.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

**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 EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,  
**Exclusions:**

#### **2. Exclusions**

##### **NUCLEAR ENERGY LIABILITY**

a. Under any Liability Coverage, to "injury or 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 Liability Coverage, to "injury or 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 "injury or 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.

c. As used in this endorsement:

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

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

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

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

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

“Nuclear facility” means:

- (a) Any “nuclear reactor”;
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel”, or (3) handling, processing or packaging “waste”;
- (c) Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “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;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

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

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

“Injury or damage” includes all forms of radioactive contamination of property.

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

## **EXCLUSION – FUNGI OR BACTERIA**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.  
**Exclusions of Section I – Coverages:**

#### **2. Exclusions**

Insurance provided under this Coverage Part does not apply to:

#### **Fungi Or Bacteria**

- a.** “Injury or damage” 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”.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

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

- B.** The following definition is added to the **Definitions** section:

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

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

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

## **UNDERLYING CLAIMS-MADE COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Retroactive Date:</b>
(Enter Date Or "NONE" If No Retroactive Date Applies.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If any "controlling underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this Coverage Part which is excess over that underlying insurance:

**A. Paragraph 1.c. under Section I – Coverages** is replaced by the following:

- c.** If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that "injury or damage" which occurs on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part. If the "controlling underlying insurance" requires, for a particular claim, that the "event" causing the particular "injury or damage" takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part.

A claim for damages for such "injury or damage" must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Part. A claim will be considered first made under this Coverage Part:

- (1)** When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the "controlling underlying insurance" is written on a claims-made and recorded basis; or
- (2)** When notice of such claim, after being received by any insured, is reported to us in writing, if the "controlling underlying insurance" is written on any other claims-made basis.

**B. The following is added to Section II – Limits Of Insurance:**

The "retained limit" will only be reduced or exhausted by payments made for:

- (1)** Claims made during the policy period or any Extended Reporting Period of this Coverage Part; or
- (2)** Defense expenses if the limits of "controlling underlying insurance" are reduced by defense expenses for that insurance.

C. The following section is added:

**Claims-made Extended Reporting Period**

1. Any provisions under the "controlling underlying insurance" relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.
2. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any "controlling underlying insurance", will be available for this Coverage Part by endorsement, for an additional charge, if:
  - a. This Policy is cancelled or not renewed; or
  - b. This Policy is renewed or replaced 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 "injury or damage" on a claims-made basis.
3. If this Policy and the "controlling underlying insurance" are cancelled or not renewed and an Extended Reporting Period has been provided under the "controlling underlying insurance", then an Extended Reporting Period will be available for this Coverage Part. The Extended Reporting Period available under this Coverage Part will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the "controlling underlying insurance".
4. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Part no later than the time allowed to purchase such endorsement under the "controlling underlying insurance". The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
5. 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 exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limits of Insurance available under this Policy for future payment of damages; and
  - d. Other related factors.
6. If the provisions of the Extended Reporting Period in any "controlling underlying insurance" provide for supplemental aggregate limits of insurance when the Extended Reporting Period is purchased, a supplementary aggregate limit of insurance, equal to the Aggregate Limit shown in the Declarations of this Coverage Part, will apply to claims first made during the Extended Reporting Period if the Extended Reporting Period is purchased for this insurance.



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

**PER LOCATION AGGREGATE LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE PART**

Paragraph **2.b.** under **Section II – Limits Of Insurance** is deleted and replaced by the following:

**2.b.** The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

The above described Aggregate Limit applies separately to each location owned by or rented to or managed by the named insured.

As used herein, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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

## **FIREWORKS OR PYROTECHNICS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverages**:

This insurance does not apply to any "injury or damage" caused directly or indirectly by fireworks, pyrotechnics or any similar explosive material.

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

## **SUBLIMITED COVERAGES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

The following is added to Paragraph **1.b.** under **Insuring Agreement** in **Section I – Coverages**:

As described in Paragraph **1.b.**, any limits or sublimits of insurance must be:

- (1)** Specifically listed under the Schedule of "controlling underlying insurance"; or
- (2)** Subject to the applicable available limits of "controlling underlying insurance" listed under the Schedule of "controlling underlying insurance";

in order for this insurance to apply.

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

## **ERISA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverages**:

This insurance does not apply to any "injury or damage" arising out of or associated with any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

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

## **PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

### **SCHEDULE**

**Products-completed Operations Aggregate Limit:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Limits Of Insurance** is replaced by the following:

1. The Limits of Insurance shown in the Declarations, and the Schedule of this endorsement, and the following rules fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought, or number of vehicles involved;
  - c. Persons or organizations making claims or bringing suits; or
  - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance will apply as follows:
  - a. This insurance only applies in excess of the "retained limit".
  - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part, except "ultimate net loss" because of "injury or damage":
    - (1) That is not subject to an aggregate limit of insurance under the "controlling underlying insurance"; or
    - (2) Included in the products-completed operations hazard.
  - c. The Products-completed Operations Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" included in a products-completed operations hazard.
  - d. Subject to Paragraph b. or c. of this endorsement, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
  - e. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.
3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limits, as described in Paragraphs b. and c. above, apply separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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

## **EMERGENCY SERVICE ORGANIZATION AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

**I. The following is added to Paragraph 1.a. Insuring Agreement under Section I – Coverages:**

When we have the right and duty to defend the insured against any suit seeking damages for "injury or damage" to which this insurance applies and when the applicable limits of "controlling underlying insurance" have been exhausted, we will pay the insured's expenses incurred at our request, including actual loss of earnings not to exceed \$300 per day.

We will assume such charge only if such expense was not included in the "controlling underlying insurance".

When we assume such charge, we will pay in addition to the applicable limit of insurance only if the policy of "controlling underlying insurance" specifies that limits are not reduced by any defense expenses.

**II. Paragraph 3. Duties In The Event Of An Event, Claim or Suit under Section III – Conditions is deleted and replaced by the following:**

**a.** You must see to it that we are notified as soon as possible of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1)** How, when and where the "event" took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any "injury or damage" arising out of the "event".

**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 possible.

You must see to it that we receive written notice of the claim or suit as soon as possible.

**c.** You and any other insured involved 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 "injury or damage" 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, other than for first aid, without our consent.

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

## **UNMANNED AIRCRAFT LIABILITY COVERAGE SUBLIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Unmanned Aircraft Liability Each Occurrence Limit Of Insurance:</b>	\$1,000,000
<b>Unmanned Aircraft Liability Aggregate Limit Of Insurance:</b>	\$1,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** This insurance applies to "injury or damage" attributable to "unmanned aircraft" only to the extent that valid "controlling underlying insurance" for such "unmanned aircraft" exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions and exclusions of the applicable "controlling underlying insurance" unless otherwise directed by this insurance.

**B.** The following is added to **Section II – Limits Of Insurance:**

- (1)** The Unmanned Aircraft Liability Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" attributable to "unmanned aircraft" covered under this Coverage Part.
- (2)** Subject to Paragraph **B.(1)** above, the Unmanned Aircraft Liability Each Occurrence Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event" attributable to "unmanned aircraft" covered under this Coverage Part.

The above described limits of insurance in paragraphs **B.(1)** and **B.(2)** are subject to, and not in addition to, the Aggregate Limit or Products-Completed Operations Aggregate Limit shown in the Declarations page of this policy. Any payments under the Unmanned Aircraft Liability Aggregate Limit of Insurance and Unmanned Aircraft Liability Each Occurrence Limit of Insurance will erode the Aggregate Limit or Products-Completed Operations Aggregate Limit.

**C.** The following definition is added to the **Section IV - Definitions:**

"Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.



## CLAIM REPORTING

Successful claim handling begins with prompt notification. Incidents that will or might give rise to a claim should be immediately reported to your agent. The agent will relay pertinent information to Glatfelter Claims Management, Inc. (GCM). Minimum information needed is:

- Name and telephone number of insured contact person.
- Date, time and location of the accident or incident.
- Description of how the incident occurred.
- Description of the vehicle or property involved.
- Description of the damage and/or injuries.
- Description of any other automobiles, property, persons and witnesses involved, including addresses and telephone numbers, if available.
- If known, the name and incident report number of the responding police department or other authority.

Do not delay reporting an incident to your agent waiting on information such as a police report, repair estimate, or other claim details. When additional information is obtained, it should be promptly reported to your agent or the claim handler assigned by GCM.

Should a claim arise, some important points to remember are:

- Provide assistance to injured persons.
- Protect property from further damage.
- Do not divulge information to anyone other than the assigned claim handler or GCM's authorized representative.
- If a lawsuit is filed, contact your agent immediately who will transmit copies to GCM.

If an after-hours emergency should arise, please contact our office for assistance.

Glatfelter Claims Management, Inc.  
P.O. Box 5126  
York, PA 17405  
Telephone: (800) 233-1957  
Claims Fax: (717) 747-7051  
E-Mail: [claims@glatfelters.com](mailto:claims@glatfelters.com)

License Number: 2D89880 (California only)

Glatfelter Claims Management, Inc., a division of Glatfelter Insurance Group, is a wholly owned, third-party claims administrator charged with the handling of claims for VFIS, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa.





**(800) 233-1957**

**[www.vfis.com](http://www.vfis.com)**

**Volunteer Firemen's Insurance Services, Inc.®**

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are all registered service marks of the same PA Corporation.

## AIG TEXAS NOTICE TO POLICYHOLDER

### NOTIFICATION OF THE AVAILABILITY OF LOSS CONTROL INFORMATION/SERVICES

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This notice is to inform you of our loss control programs available in the State of Texas for insureds purchasing commercial automobile, commercial general liability, professional liability for insureds other than hospitals, medical professional liability for insureds other than hospitals, and professional liability for hospitals.

Pursuant to the Texas Insurance Code we will provide you with loss control information/services based on the risk, exposure, loss experience, and other considerations of your business.

In the state of Texas, loss control services, including surveys, recommendations, consultations, training and analysis of accident causes, are available at no additional charge. A summary of these services are listed below. For more information or to access any of these services, please call us at 1-800-611-3994 or send an email to [ProgramsLC@aig.com](mailto:ProgramsLC@aig.com).

**Telephone or On-Site Loss Control Survey:** Professional expertise to evaluate your company's risk exposures and controls and make recommendations for improvement.

**On-Line Safety Training:** Dozens of driver training and general safety courses are available through our dedicated website. Your employees complete the selected courses at their own pace and you can easily and efficiently track their progress.

**Educational Webcasts:** Leading industry experts discuss a variety of risk management topics.

**Customer Service Line:** Professional staff members are available every business day to answer your questions and provide loss control advice.

**Discounted Service for Criminal Background Checks:** A 50-state criminal and sexual offender record check service offered by IntelliCorp, a state of the art ISO Company.

**Bulletin Library:** Dozens of relevant risk management bulletins in a downloadable PDF format that can help clients identify and evaluate exposures and implement best practices to control losses. A wide range of topics are offered in the areas of: crime, fire, liability, auto and more. You may access this library through [www.aig.com/programslosscontrol](http://www.aig.com/programslosscontrol).

**We encourage you to respond to us within the next 60 days with your name, policy number, phone number and/or email address** to take advantage of these services that can assist you in preventing losses. Please call or email us indicating the services you are interested in.

In the event you decide not to utilize our loss control services and opt to use your own safety department or hire an outside contractor, the service must be provided by qualified loss prevention representatives who are recognized by the State of Texas.

If you elect not to utilize our loss control services, we require you to provide us with the following information (on your company letterhead stationery, signed by an officer of your firm):

- Acknowledgement of our offer of loss control services and your written rejection.
- Your reasons for selection of an alternative.
- Your alternative loss control program, which must be reasonably commensurate with the risk.
- Verification of the qualification of those who will be performing your loss control services.
- Acknowledgment that quarterly summaries of activities outlined in your loss control program will be submitted to us for review.

If you have any questions or wish to discuss this matter, contact us at 1-800-611-3994 or send an email to [ProgramsLC@aig.com](mailto:ProgramsLC@aig.com).

## ENDORSEMENT

**This endorsement, effective 01/01/2023 12:01 A.M.,  
Forms a part of Policy No.:** VFNU-TR-0001761-03/000  
**Issued to:** HARRIS COUNTY ESD #1  
**By:** NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

## FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

### DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of the Policy remain the same.

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Authorized Representative

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **National Union Fire Insurance Company of Pittsburgh, Pa.**

To get information or file a complaint with your insurance company or HMO:

**Call: AIG at 212-770-7000**

**Toll-free: 866-397-1933**

**Email: GCMS@aig.com**

**Mail: Attn: Complaints, 1271 Ave of the Americas, Floor 37  
New York, NY 10020-1304**

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **National Union Fire Insurance Company of Pittsburgh, Pa.**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: AIG al 212-770-7000**

**Teléfono gratuito: 866-397-1933**

**Correo electrónico: GCMS@aig.com**

**Dirección postal: Attn: Complaints, 1271 Ave of the Americas, Floor 37  
New York, NY 10020-1304**

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**  
(COVERAGE INCLUDED)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$\_\_\_\_\_0\_\_\_\_\_, and does not include any charges for the portion of losses covered by the United States government under the Act.

## **TEXAS PERIOD TO FILE A CLAIM OR BRING LEGAL ACTION AGAINST US NOTICE – WINDSTORM OR HAIL – CATASTROPHE AREA**

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

In accordance with Texas Insurance Code Section 2301.010(f), we are notifying you that:

1. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim, except that a claim may be filed after the first anniversary of the date of the loss or damage for good cause shown by the person filing the claim; and
2. Any legal action brought against us under the policy for loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, must be brought within the earlier of the following:
  - a. Two years and one day from the date we accept or reject the claim; or
  - b. Three years and one day from the date of the loss or damage that is the subject of the claim.



# **TEXAS DISCLOSURE NOTICE - CLAIMS FILING PERIOD OR CONTRACTUAL LIMITATION - ACTION AGAINST US**

This notice is for information purposes only and does not alter the terms or conditions of the policy to which it is attached.

This disclosure, as required by the Texas Department of Insurance, highlights the following provisions that are applicable to your policy:

## **Claims Filing Period**

You are required, under the provisions of this policy, to furnish prompt notice of the loss, which includes a description of the property involved. Any loss caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, must be filed with us not later than one year after the date of loss. You may also file a claim after the first anniversary of the date of the loss for good cause shown by the person filing the claim.

## **Contractual Limitation - Action Against Us**

With respect to any loss in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, no one may bring a legal action against us under this insurance, unless there has been full compliance with all the terms of this insurance, and the action is brought within the earlier of the following:

- A) Two years and one day from the date we accept or reject the claim; or
- B) Three years and one day from the date of loss that is the subject of the claim.

Please contact your agent if you have any questions or concerns regarding this disclosure notice.

## **POLICYHOLDER NOTICE**

### **Taxes, Assessments and/or Surcharges**

The taxes, assessments and/or surcharges shown on the declarations page or any premium schedule are collected on behalf of the applicable State(s) and in accordance with such State's laws and regulations. The payment of these taxes, assessments and/or surcharges is the responsibility of the Named Insured. In the event the applicable State implements a new tax, assessment and/or surcharge or increases such tax, assessment and/or surcharge during the term of this policy, the Named Insured shall remain responsible for the payment of all amounts due under the policy, including those newly implemented or increased taxes, assessments and/or surcharges.

Any newly implemented or increased taxes, assessments and/or surcharges shall apply on the effective date dictated by the applicable State regardless:

1. Of when the Insurance Company implements the new or increased tax, assessment or surcharge into its systems; or
2. If the Insurance Company recalculates the Named Insured's premium in accordance with the policy's terms and conditions as part of a premium audit after the end of the policy period.

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.

**FACTS****Why?****What?****How?****WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

**For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)**

**For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)**

**For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)**

## Who we are

**Who is providing this notice?** The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

## What we do

**How does AIG protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

**How does AIG collect my personal information?** We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

**Nonaffiliates** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

**Joint marketing** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

**For Vermont Residents only.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**For Nevada Residents Only.** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov). You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com).



## President's Report – HCEC

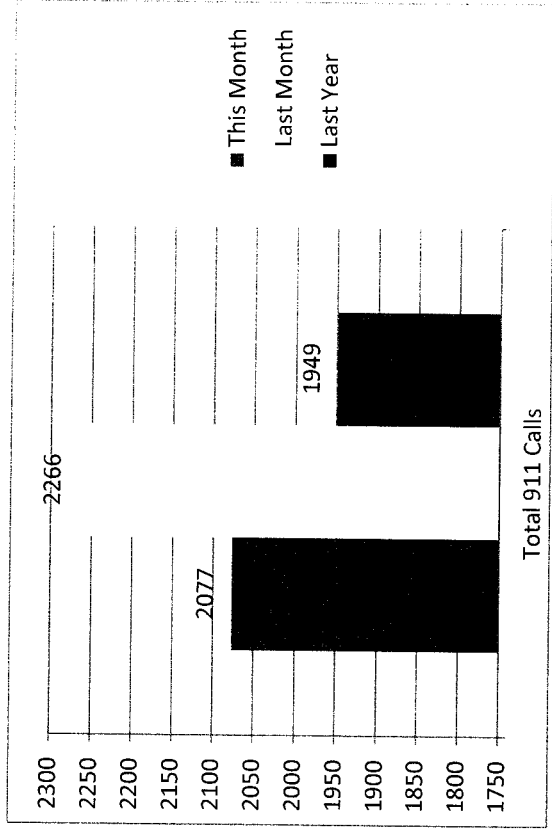
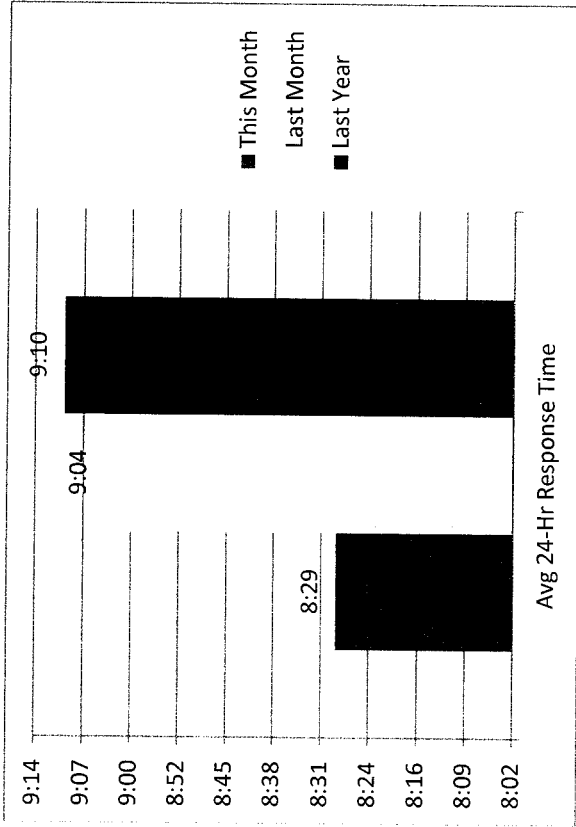
### December 2022 Meeting

- HCEC responded to 2077 911 calls this month, compared to 2266 in the previous month. Our response time is 8:29.
- HCEC participated in the Senior Gala at MO Campbell Center on Dec 6. It was well attended and was a good program.
- HCEC held the annual Holiday Party, which was a great success.
- We will be hosting a potluck lunch today along with the annual toy drive giveaway in conjunction with Commissioner Reed.
- HCEC is holding a supervisor promotion process to fill a vacant supervisor position.

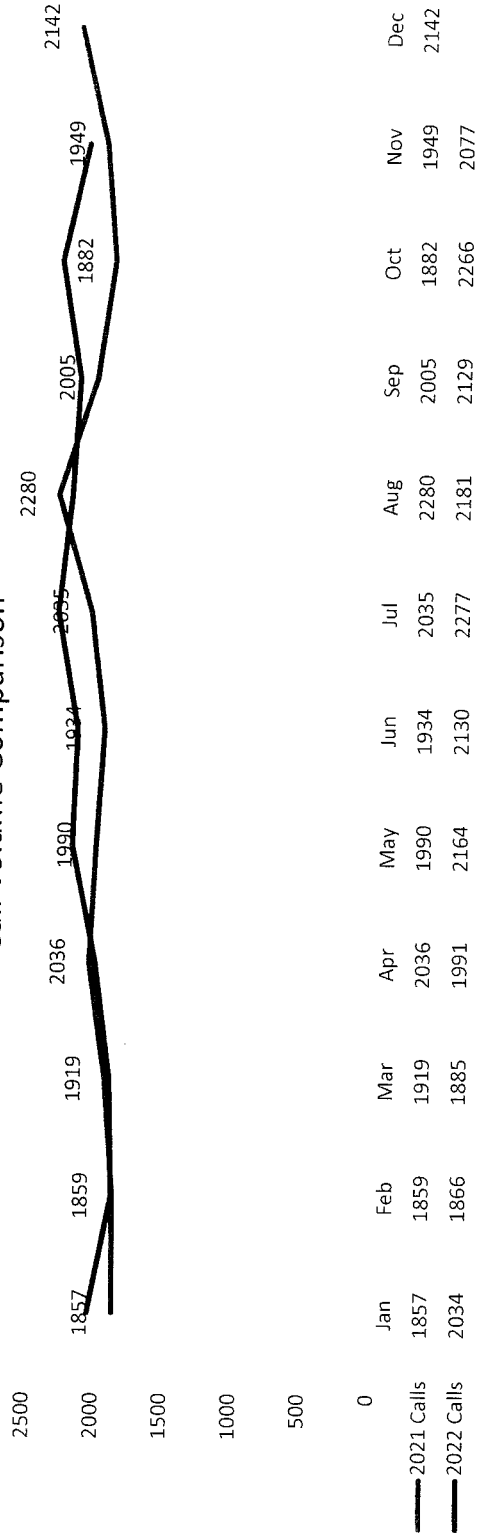
Vehicle Accidents last month: 4-minor

Maintenance Requests last month: 18

# HCEC Activity November 2022



## Call Volume Comparison







Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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INCIDENT TOTALS																															
RESPONSE TYPE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
ALS Response	58	49	62	64	53	70	54	50	49	61	48	56	42	54	38	49	29	57	52	58	51	50	46	62	50	57	65	59	46	59	1,598
BLS Response	12	17	16	15	15	17	11	19	21	12	24	20	15	16	15	10	17	19	14	20	17	15	9	17	13	18	20	14	11	20	479
<b>Totals</b>	<b>70</b>	<b>66</b>	<b>78</b>	<b>79</b>	<b>68</b>	<b>87</b>	<b>65</b>	<b>69</b>	<b>70</b>	<b>73</b>	<b>72</b>	<b>76</b>	<b>57</b>	<b>70</b>	<b>53</b>	<b>59</b>	<b>46</b>	<b>76</b>	<b>66</b>	<b>78</b>	<b>68</b>	<b>65</b>	<b>55</b>	<b>79</b>	<b>63</b>	<b>75</b>	<b>85</b>	<b>73</b>	<b>57</b>	<b>79</b>	<b>2,077</b>

\* Medic units that went enroute in district, NO mutual aid responses

INCIDENT TOTALS BY SHIFT																																
SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
A - Shift	9					54	13	59	5					59	3	54	9														69	476
B - Shift	61	10				52	10	65	18					50	5	37	13														443	604
C - Shift	56	9	72	16					55	7	61	15		63	13	66	13														604	554
D - Shift			69	7	52	33						65	15	42	11																2,077	2,077
<b>Totals</b>	<b>70</b>	<b>66</b>	<b>78</b>	<b>79</b>	<b>68</b>	<b>87</b>	<b>65</b>	<b>69</b>	<b>70</b>	<b>73</b>	<b>72</b>	<b>76</b>	<b>57</b>	<b>70</b>	<b>53</b>	<b>59</b>	<b>46</b>	<b>76</b>	<b>66</b>	<b>78</b>	<b>68</b>	<b>65</b>	<b>55</b>	<b>79</b>	<b>63</b>	<b>75</b>	<b>85</b>	<b>73</b>	<b>57</b>	<b>79</b>	<b>2,077</b>	

\* Medic units that went enroute in district, NO mutual aid responses

INCIDENT PRIORITY LEVEL SUMMARY						
RESPONSE TYPE	Alpha	Bravo	Charlie	Delta	Echo	Total
ALS Response	201	255	389	550	52	1,598
BLS Response	272	32	1	1	174	479
<b>Totals</b>	<b>473</b>	<b>287</b>	<b>389</b>	<b>551</b>	<b>52</b>	<b>2,077</b>

\* Medic units that went enroute in district, NO mutual aid responses

LEVEL OF SERVICE STATUS CHANGES BY DAY																														
LEVEL OF SERVICE	12	16	9	11	12	13	15	32	21	22	28	30	Total																	
Level 0	1	1	3		1			1					7																	
Level 1	1	3	3	3	1	3	3	1	1	1	1	2	19																	
<b>Totals</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>26</b>																	

\* Incidents with units that enroute in district, NO mutual aid responses

OUT OF THE CHUTE RESPONSE AVERAGES AND STATISTICS						
RESPONSE TYPE	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME
ALS Response	00:00:56	00:09:08	00:08:12	00:31:25	00:17:29	00:58:35
BLS Response	00:00:54	00:09:08	00:08:14	00:27:56	00:15:03	00:51:10



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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UNIT	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME
EMS930	00:00:47	00:09:21	00:08:33	00:16:29	00:14:42	00:47:08
EMS980	00:00:50	00:11:14	00:10:23	00:27:17	00:13:12	00:53:53
M91	00:00:54	00:08:37	00:07:42	00:31:15	00:16:22	01:00:49
M92	00:00:51	00:07:54	00:07:02	00:24:54	00:17:04	00:55:22
M920	00:00:56	00:09:04	00:08:08	00:33:50	00:17:00	01:02:00
M93	00:00:52	00:07:10	00:06:16	00:32:33	00:18:47	00:59:23
M930	00:00:52	00:08:48	00:07:57	00:27:07	00:18:32	00:53:59
M931	00:01:07	00:08:27	00:07:20	00:37:13	00:14:49	00:54:14
M94	00:00:57	00:07:43	00:06:45	00:29:58	00:15:49	00:53:08
M940	00:01:02	00:07:47	00:06:44	00:30:13	00:16:09	00:53:37
M95	00:00:55	00:08:12	00:07:16	00:32:07	00:15:50	00:55:14
M96	00:00:56	00:08:16	00:07:20	00:35:35	00:18:03	01:02:50
M97	00:01:01	00:08:08	00:07:05	00:30:31	00:15:54	00:52:31
M980	00:00:51	00:09:49	00:08:56	00:33:36	00:15:56	01:02:53
M99	00:00:01	00:00:01	00:00:00	00:30:31	00:17:16	00:46:33

\* All units assigned to a response in district that went enroute

## AVERAGE ASSIGNED TO ONSCENE

00:08:29

## AVERAGE ASSIGNED TO ON SCENE TIME - ALL CALLS

\* Incidents with units that enroute in district

SHIFT	INCIDENT RESPONSE TOTALS BY SHIFT																														Total
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A - Shift	12					60	16	71	5					68	3	68	11				60	10	86	16						77	
B - Shift	74	12				57	11	87	20					67	5	40	14				58	16	50	15						526	
C - Shift	63	10	82	17					67	7	67	16					70	14	74	13					70	21	68	12		671	
D - Shift			74	7	61	41				75	15	51	14				58	14	65	16					71	9	49	12		632	
Totals	86	75	84	89	78	101	73	82	92	87	82	82	67	82	70	73	51	84	72	88	78	76	68	102	66	85	92	77	61	89	2,392

\* All units assigned to a response that went enroute



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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INCIDENT RESPONSE TOTALS BY UNIT																																
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
9912																																
CHP1																																
D90	5	2	2	4	5	3	2	5	3	4	3	4	1	2	3	6	4	10	2	2	3	2	2	2	2	2	3	2	2	2	2	
D901	8	5	2	4	4	6	3	3	9	7	4	2	2	4	6	2	3	2	3	4	4	4	3	5	1	4	2					
EMS930	2	6			4			10																								
EMS980																																
M91	9	4	9	11	8	10	12	10	9	9	7	11	8	8	7	10	4	7	10	8	12	10	5	9	7	10	11	10	6	12	263	
M92	8	8	8	8	10	10	9	7	8	8	9	5	8	8	4	8	5	5	10	6	3	8	9	7	9	10	5	7	8	226		
M920	5	6	6	9	11	10	7	6	8	9	10	6	8	4	6	6	7	7	6	5	4	4	9	5	7	8	8	6	9	211		
M93	12	10	9	5	6	12	4	9	8	7	7	11	7	6	9	5	4	9	9	8	6	7	5	9	9	8	9	9	8	234		
M930																																
M931																																
M94	9	4	8	8	5	10	5	7	8	8	4	6	6	8	5	5	6	8	7	5	9	9	5	9	6	8	11	10	7	213		
M940	8	7	10	7	6	7	6	8	5	6	7	8	4	6	3	5	4	10	6	8	6	6	7	8	6	10	11	9	6	7	207	
M95	7	7	9	9	8	11	8	8	7	10	8	9	5	7	6	9	1	7	6	9	9	6	9	8	2	5	8	7	5	4	214	
M96	7	6	7	7	6	13	10	7	8	7	11	10	6	8	6	6	5	13	7	10	6	8	6	6	6	8	9	10	7	5	234	
M97	6	6	3	4	5	5	4	4	4	7	7	5	4	5	5	7	2	7	4	9	3	4	4	11	7	2	2	6	6	4	146	
M980	6	4																														
Totals	86	75	84	89	78	101	73	82	92	87	82	82	67	82	70	73	51	84	72	88	78	76	68	102	66	85	92	77	61	89	2,392	

INCIDENT REFUSAL TOTALS BY UNIT																																
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
EMS930	1																															
EMS980																																
M91																																
M92	2	1	2	2	1	1	1	1	1	1	1	1	1	1	2	3	3	2	2	1	4	1	4	3	2	1	3	2	1	4	44	
M920	2	2	3	1	1	1	1	1	2	3	1	4	1	1	1	1	3	1	1	1	1	1	4	1	1	2	2	1	2	1	30	
M93	4	2	3	2	2	1	1	1	1	1	2	3	1	2	3	1	3	1	3	1	1	1	1	4	2	2	2	2	2	1	33	
M930																																
M931																																
M94	1	4	3	1	2	2	1	2	1	1	1	2	2	1	1	1	2	1	2	1	4	1	1	2	1	3	4	2	2	4	48	
M940	1	1	2	1	2	1	1	1	1	1	3	1	1	3	1	1	2	1	2	1	1	1	1	2	1	4	3	4	2	2	48	
M95	1	2	2	3	2	3	1	1	1	1	1	3	1	1	1	2	1	2	1	2	1	1	2	1	2	1	4	3	2	1	37	
M96	1	2	2	3	1	1	1	1	1	1	1	3	1	1	1	2	1	2	1	2	1	1	2	1	2	1	3	2	1	3	38	
M97	3	3	1	2	3	3	2	3	2	3	5	4	1	1	3	2	6	1	1	1	1	2	2	1	3	1	1	1	1	1	55	
M980	3	1																														
Totals	12	14	18	13	11	17	9	15	8	12	17	20	10	19	12	15	12	16	14	13	16	9	17	18	11	14	15	16	9	19	421	

\* All units assigned to a response that went enroute



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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INCIDENT REFUSAL REASON BY SHIFT					
REFUSAL REASON	A - Shift	B - Shift	C - Shift	D - Shift	Total
Refusal AMA	99	79	106	110	394
Refusal Parental	5	6	8	8	27
<b>Total</b>	<b>104</b>	<b>85</b>	<b>114</b>	<b>118</b>	<b>421</b>





Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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NATURE	EMS830	EMS880	M81	M92	M920	M93	M930	M931	M94	M940	M95	M96	M97	M980	Total
MVA BIKE MOTORCYCLE				1						1					3
MVA EJECTION									1						1
MVA ENTRAPMENT				1		1			1						11
MVA HAZMAT					1										1
MVA HIGH VELOCITY				1											11
MVA INVOLVING BUILDING				1											2
MVA INVOLVING BUS						1									3
MVA NOT ALERT															2
MVA NOT ALERT AB RESP			1												1
MVA ROLL OVER			1												6
MVA UNCONSCIOUS			1												3
MVA WITH ENTRAPMENT			1												1
MVA WITH ROLLOVER															1
O.B.			1	1	1	1	1	1	1	1	1	1	1	1	19
OBSTETRICS CALL															1
OVERDOSE			1	1	1	1	1	1	1	1	1	1	1	1	36
OVERDOSE/POISONING			1	1	1	1	1	1	1	1	1	1	1	1	8
POSSIBLE D.O.A.			1	1	1	1	1	1	1	1	1	1	1	1	12
POSSIBLE DOA															1
PSYCHIATRIC			1	1	1	1	1	1	1	1	1	1	1	1	77
RESIDENTIAL FIRE			1												8
RESIDENTIAL FIRE MULT															2
RESIDENTIAL FIRE MULTI			1	1	1	1	1	1	1	1	1	1	1	1	3
RESPIRATORY			1	1	1	1	1	1	1	1	1	1	1	1	239
RESPIRATORY ARREST			1	1	1	1	1	1	1	1	1	1	1	1	4
SEIZURES			1	1	1	1	1	1	1	1	1	1	1	1	85
SHOOTING					1										2
SICK PERSON															1
SMALL TRASH FIRE			1												1
SIML NON DWELLING FIRE			1												1
STABBING															1
STABBING SHOOTING			1	1	1	1	1	1	1	1	1	1	1	1	14
STROKE/CVA															1
STRUCTURE FIRE															3
STRUCTURE FIRE HIGH LIFE															1
TRANS/INTERFAC/PALLIATIVE CARE							1								1
TRAUMATIC INJURIES (SPECIFIC)															1
UNCONSCIOUS PARTY			1	1	1	1	1	1	1	1	1	1	1	1	5
UNKNOWN PROBLEM			1	1	1	1	1	1	1	1	1	1	1	1	109
VEHICLE FIRE															66
Totals	46	53	247	217	203	222	37	16	205	199	204	225	139	56	2,069



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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PATIENT TRANSPORTS BY UNIT																																
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
EMS930	1	4			2			6					1	3		2	2	0	2	1												26
EMS980			4		3			2			3		1			1	2	2	2	4	2	3	3								33	
M91	7	3	4	6	4	6	7	6	5	7	5	6	7	5	4	4	0	5	7	6	3	7	5	5	6	7	8	6	6	8	165	
M92	4	5	4	5	6	5	4	7	5	6	6	6	4	6	5	3	7	4	5	7	5	3	2	6	3	4	5	2	5	6	145	
M920	5	4	6	6	6	7	5	3	3	6	5	3	3	5	4	4	3	5	4	5	5	3	3	7	3	7	4	4	5	6	139	
M93	5	5	4	5	3	10	3	6	6	4	3	8	6	3	6	4	4	5	7	8	5	5	5	3	5	4	5	4	6	152		
M930							2	2					0		2						2										21	
M931			2	4	3																										9	
M94	7	3	4	4	4	4	5	4	5	5	3	4	1	6	4	3	3	7	2	3	4	7	4	5	5	5	6	6	4	5	132	
M940	5	5	7	5	4	3	3	5	3	5	2	6	2	3	1	4	3	4	5	2	4	5	4	3	3	2	9	8	6	5	126	
M95	6	5	5	4	6	5	5	5	4	7	4	5	4	6	3	5	1	6	4	7	6	3	5	4	2	3	4	4	4	136		
M96	3	5	5	6	5	11	6	4	4	4	4	4	4	7	4	3	2	5	6	6	5	6	4	3	6	6	8	6	3	5	150	
M97	1	2	3	3	1	1	3	3	3	5	6	4	3	1	3	3	2	5	2	6	1	3	1	3	4	2	1	5	4	3	86	
M980	3	3		5					3	5				0	2		1														37	
Totals	46	43	47	53	47	54	43	47	47	54	41	46	36	42	39	36	28	50	44	56	41	47	36	46	41	47	56	49	43	52	1,357	



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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## TRANSPORT DESTINATION SUMMARY BY UNIT

TRANSPORT DESTINATION	EMS930	EMS980	M91	M92	M920	M93	M930	M931	M94	M940	M95	M96	M97	M980	Total
BEN TAUB HOSPITAL			2	2	1				1	1		1		1	9
CHI ST LUKE'S MEDICAL CENTER					1										1
CHI ST LUKE'S VINTAGE	2	2	19	1	2	27	6		2		2	26	1		90
CHI ST LUKE'S WOODLANDS			1		2						4				7
CYPRESS CREEK HOSPITAL	1	1							2	1					5
HCA ER 247 WILLOWBROOK	2					1									3
HCA HOUSTON HEALTHCARE NORTHWEST	4	5	63	22	19	18	3	3	2	2	76	29	1	16	261
HCA KINGWOOD MEDICAL CENTER			1	3	3			2	4				4	1	18
HOUSTON METHODIST THE WOODLANDS											1				1
KINGWOOD EMERGENCY CENTER		2						4	2	2	1	1	6		16
KINGWOOD MEDICAL CENTER		2	4	24	26			33	36	4	4	1	18	3	151
LYNDON B JOHNSON GENERAL HOSPITAL	2	3	8	22	24	2		11	9	5	1	1	2	1	90
MD ANDERSON CANCER CENTER											1	1			2
MEMORIAL HERMANN GREATER HEIGHTS			1		1	1	1	1	1	2	7			1	15
MEMORIAL HERMANN HOSPITAL			2	2	2	3		3	3	1	1			1	16
MEMORIAL HERMANN MEMORIAL CITY			1												1
MEMORIAL HERMANN NORTHEAST	2	10	8	58	45	1	1	66	61	9	9	3	42	7	313
MEMORIAL HERMANN NORTHWEST	1				2										3
MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT			1		1				2	2			8		11
MEMORIAL HERMANN THE WOODLANDS		1	10	1	1	1		1	1	4	4		1		21
MEMORIAL HERMANN WOODLANDS										2					2
METHODIST HOSPITAL					1	1									2
METHODIST WILLOWBROOK	11	4	30	3	6	88	11	6	2	4	4	71		4	244
METHODIST WOODLANDS HOSPITAL		1	5		1	1				4					11
ST JOSEPH'S HOSPITAL		1													1
TEXAS CHILDRENS HOSPITAL			2	1	1	1	1	1			1	3	2		11
TEXAS CHILDRENS THE WOODLANDS CAMPUS	1	1	8	5	2	7		1	2	15	5	5	1	2	50
VETERANS AFFAIRS MEDICAL CENTER				1	1										2
<b>Totals</b>	<b>26</b>	<b>33</b>	<b>165</b>	<b>145</b>	<b>139</b>	<b>152</b>	<b>21</b>	<b>9</b>	<b>132</b>	<b>126</b>	<b>136</b>	<b>150</b>	<b>86</b>	<b>37</b>	<b>1,357</b>





Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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D:\HMM\SS \* All units assigned to a response that went enroute in district, NO mutual aid responses

## AVERAGE HOSPITAL TO IN-SERVICE TIME

Location Name	Transports	Average Duration	Longest Duration	Total Time At Hospital
BEN TAUB HOSPITAL	9	0:00:41:36	0:01:06:24	0:06:14:31
CHI ST LUKE'S MEDICAL CENTER	1	0:00:21:56	0:00:21:56	0:00:21:56
CHI ST LUKE'S VINTAGE	90	0:00:34:38	0:02:23:56	2:03:57:55
CHI ST LUKE'S WOODLANDS	7	0:00:23:12	0:00:35:18	0:02:42:25
CYPRESS CREEK HOSPITAL	5	0:00:12:44	0:00:25:56	0:01:03:44
HCA ER 247 WILLOWBROOK	3	0:00:09:21	0:00:11:27	0:00:28:03
HCA HOUSTON HEALTHCARE NORTHWEST	261	0:00:36:28	0:01:46:47	6:14:37:52
HCA KINGWOOD MEDICAL CENTER	18	0:00:28:49	0:00:49:30	0:08:38:55
HOUSTON METHODIST THE WOODLANDS	1	0:00:33:13	0:00:33:13	0:00:33:13
KINGWOOD EMERGENCY CENTER	16	0:00:34:29	0:01:39:02	0:09:11:59
KINGWOOD MEDICAL CENTER	151	0:00:33:12	0:01:19:41	3:11:34:37
LYNDON B JOHNSON GENERAL HOSPITAL	90	0:00:32:53	0:01:34:15	2:01:20:23
MD ANDERSON CANCER CENTER	2	0:00:23:12	0:00:27:06	0:00:46:24
MEMORIAL HERMANN GREATER HEIGHTS	18	0:00:50:32	0:02:36:05	0:15:09:42
MEMORIAL HERMANN HOSPITAL	16	0:00:55:36	0:01:21:00	0:14:49:50
MEMORIAL HERMANN MEMORIAL CITY	1	0:00:24:47	0:00:24:47	0:00:24:47
MEMORIAL HERMANN NORTHEAST	313	0:00:38:04	0:01:59:50	8:06:39:36
MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT	11	0:00:17:24	0:00:26:30	0:03:11:24
MEMORIAL HERMANN THE WOODLANDS	21	0:00:36:02	0:00:57:47	0:12:36:54
MEMORIAL HERMANN WOODLANDS	2	0:00:24:59	0:00:25:59	0:00:49:59
METHODIST HOSPITAL	2	0:00:36:03	0:00:55:17	0:01:12:07
METHODIST WILLOWBROOK	244	0:00:39:58	0:02:53:42	6:18:33:09
METHODIST WOODLANDS HOSPITAL	11	0:00:35:37	0:01:12:14	0:06:31:56
ST JOSEPH'S HOSPITAL	1	0:00:55:36	0:00:55:36	0:00:55:36
TEXAS CHILDRENS HOSPITAL	11	0:00:28:53	0:00:44:09	0:05:17:44
TEXAS CHILDRENS THE WOODLANDS CAMPUS	50	0:00:27:12	0:01:11:59	0:22:40:11
VETERANS AFFAIRS MEDICAL CENTER	2	0:00:29:46	0:00:39:22	0:00:59:32
<b>Totals</b>	<b>1,357</b>			



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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NO TRANSPORT DISPOSITION	NO TRANSPORT DISPOSITION SUMMARY BY UNIT																	Total
	EMS930	EMS980	M91	M92	M920	M93	M930	M931	M94	M940	M95	M96	M97	M980	Total			
Accidental Activation			3							1							4	
Accidental Activation,Disregar	1		2	1	1	4		1	1	2	2	2			1		1	
Call Cancelled												2			2		19	
Call Cancelled,Call Unfounded											1						1	
Call Cancelled,Disregar	1		1														1	
Call Complete	1	1	1	4	2	2		2	2	4	3	1	2			23	23	
Call Out of Territory	1																1	
Call Reassigned	6	5	6	6	4	6	1	6	6	2	7	2	1	1		53	53	
Call Referred	1		15	11	9	9	1	7	8	2	7	6	1			77	77	
Call Referred,Disregar						1						1					3	
Call Unfounded			2	2	2	4	1			2	1	1				15	15	
Cleared Unit Stuck In Status											1						1	
Death on Scene			2	5	4	2	1	1	1	3		2				20	20	
Disregar	1	2	1	3	10	3	1	2	10	6	10	6	5	3		63	63	
Disregar by Alarm Co			1	1		1				2						5	5	
Duplicate Call										1							1	
Fire - Call Complete										1							2	
No Medical			2	2	1												5	
No Patient Contact			2	2	3	1	1	3	3	2	5	3	2			25	25	
Patient Gone on Arrival																	2	
Public Assist Only	1	1	1	1						1	1		1	1		6	6	
Refusal AMA	15	12	41	28	27	46	8	4	46	35	37	51	33	8		391	391	
Refusal Parental			3	2	2	5	1	1	2	2	1	4	3	1		27	27	
Unspecified	3	4	16	14	6	7	2	4	4	10	10	5	7	2		90	90	
<b>Totals</b>	<b>28</b>	<b>30</b>	<b>98</b>	<b>82</b>	<b>75</b>	<b>88</b>	<b>17</b>	<b>7</b>	<b>83</b>	<b>82</b>	<b>81</b>	<b>85</b>	<b>60</b>	<b>20</b>	<b>836</b>	<b>836</b>	<b>836</b>	



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 11-01-22 to 11-30-22

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## MUTUAL AID PROVIDED BY YOUR DISTRICT

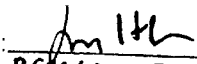
Incident ID	Date	Time	Shift	Unit	Problem	Provided To	Map	Call Disposition
22-11-55077	11/01/2022	20:38:14	B	M97	25A01V PSYCHIATRIC	Atascocita FD	376M	CALL REFERRED
22-11-55115	11/02/2022	04:21:21	B	M97	31C2 UNCONSCIOUS PARTY	Atascocita FD	377J	CALL COMPLETE
22-11-55441	11/03/2022	20:41:07	D	M95	MOTOR VEHICLE ACCIDENT	HC-Agency Unknown	372C	CALL CANCELLED
22-11-55441	11/03/2022	20:41:07	D	M91	MOTOR VEHICLE ACCIDENT	HC-Agency Unknown	372C	CALL CANCELLED
22-11-55583	11/04/2022	16:42:47	C	M97	26A08 MEDICAL CALL	Atascocita FD	377J	CALL COMPLETE
22-11-56063	11/07/2022	04:46:24	A	M97	10D02 CARDIAC	Atascocita FD	377K	CALL COMPLETE
22-11-56282	11/08/2022	11:23:22	A	M97	25B03 PSYCHIATRIC	Atascocita FD	377G	REFUSAL-AMA
22-11-56294	11/08/2022	14:08:25	A	M94	CONVULSIONS/SEIZURES	HC-Agency Unknown	335U	DISREGARD
22-11-56295	11/08/2022	14:10:48	A	M94	MEDICAL CALL	HC-Agency Unknown	375C	CALL COMPLETE
22-11-57838	11/17/2022	02:28:34	A	M97	25B03V PSYCHIATRIC	Atascocita FD	376M	CALL COMPLETE
22-11-59341	11/25/2022	18:45:48	B	M940	MOTOR VEHICLE ACCIDENT	HC-Agency Unknown	375B	CALL COMPLETE

Total Mutual Aid Responses Provided By Your District: 10

**HARRIS COUNTY EMERGENCY CORPS  
2023 BUDGET**

**Operating Budget:**

**APPROVED**  
Harris County Emergency Corps  
Board of Directors

Attested by:   
Title: PRESIDENT

Contract	\$	18,473,870
Billing	\$	4,993,676
Contributions	\$	-
Communications	\$	394,776
Education	\$	50,000
Miscellaneous	\$	65,400
Operations (Special Events)	\$	221,136
<b>Total Revenue</b>	<b>\$</b>	<b>24,198,858</b>

Business Expenses	\$	260,101
Interest, Regis. Fees, Taxes, Banking		
Contract Services	\$	535,512
Accounting, Legal, Contract, Billing		
Facilities & Equipment	\$	1,259,997
Furniture/Eq, non-capital, Rents, R&M		
Operations	\$	1,648,277
Educ., Fuel, Printing, Cptr support, Marketing, Supplies, Uniforms		
Utilities/Telephone	\$	374,630
Electric, Water, Gas, Cable, Waste, Telecomm		
Other Types of Expenses	\$	587,379
Insurance, Miscellaneous		
Payroll Related Expenses	\$	18,463,609
Salaries, taxes, benefits		
Travel and Meetings	\$	180,387
<b>Total Expenses</b>	<b>\$</b>	<b>23,309,892</b>
<b>Operating Reserve</b>	<b>\$</b>	<b>888,966</b>

**Capital Projects**

Furniture and Equipment	\$	375,000
Vehicles	\$	-
Software	\$	415,000
Leasehold Improvements	\$	385,000
<b>Total Capital Projects</b>	<b>\$</b>	<b>1,175,000</b>

Restricted to Internal Management Use